

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at **5:00 p.m.** on **Wednesday, June 10, 2020** in the Chateau, 955 Fairway Boulevard, Incline Village, Nevada.

In compliance with State of Nevada Executive Department, Declaration of Emergency Directive 006, 016, 018 and 021, this meeting is closed to the public and attendance is limited to members of the Board of Trustees and essential staff. Public comment is allowed and the public is welcome to make their public comment either via e-mail (please send your comments to info@ivgid.org by 3:30 p.m. on Wednesday, June 10, 2020) or via telephone (the telephone number will be posted to our website on the day of the meeting).

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*
- C. PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.
- D. APPROVAL OF AGENDA *(for possible action)*

The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.

-OR-

The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

- E. DISTRICT STAFF UPDATE *(for discussion only)*
 - 1. Interim District General Manager Indra Winquest – **pages 4 - 12**

Presentation by Tri-Strategies – **pages 13 - 22**
 - a. Review of their Fiscal Year 2019/2020 Services
 - b. Preview of the 2021 Nevada Legislative Session
 - c. Discuss the concept of a workshop to be held in August or September to prepare for the 2021 Nevada Legislative Session which convenes on Monday, February 1, 2021 and may include a Special Session
- F. REPORTS TO THE IVGID BOARD OF TRUSTEES*
 - 1. District General Counsel: Law Firm of Best, Best & Krieger
 - 2. Board Treasurer Sara Schmitz

Incline Village General Improvement District

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

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • FAX (775) 832-1122

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of June 10, 2020 - Page 2

3. Audit Committee Chairman Matthew Dent

G. CONSENT CALENDAR

1. Review, discuss and possibly award a procurement contract for the fabrication of chairlift control panels; 2019/2020 Capital Improvement Project: Fund: Community Services; Program: Ski; Project # 3462HE1702; Vendor: Mission Controls Company, Inc. in the amount of \$96,800 (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin) – **pages 23 - 136**
2. Review, discuss and possibly authorize the Interim District General Manager to enter into a professional services contract with Moss Adams LLP to perform a construction project and engineering consultant contract audit on a sampling of projects, in the amount not to exceed \$38,000. (Requesting Staff Member: Director of Finance Paul Navazio) – **pages 137 - 166**

H. GENERAL BUSINESS (*for possible action*)

1. Review, discuss, and possibly authorize Multiple contracts for the Tennis Center Renovation Project [budgeted at \$1,170,000] - 2019/2020 Capital Improvement Project: Tennis Center Renovation Project; Fund: Community Services; Division: Tennis; Project 4588BD1604. Vendor: Daniel Fraiman Construction in the amount of \$709,000 and BJB Architecture and Engineering in the amount of \$49,200. (Requesting Staff Members: Director of Public Works Joe Pomroy and Engineering Manager Nathan Chorey) – **pages 167 - 379**
2. Review, Discuss, and Possibly Award a Construction Contract for the Water Reservoir Safety and Security Improvements Project – 2020/2021 Capital Improvement Project: Fund: Utilities; Division: PW Shared; Project # 2097DI1701; Vendor: Paso Robles Tank, Inc. in the amount of \$109,000 (Requesting Staff Members: Director of Public Works Joe Pomroy and Engineering Manager Nathan Chorey) – **pages 380 - 569**
3. Review, discuss, and possibly direct Staff to explore a partnership with the Nevada Department of Transportation (**NDOT**) to allow for the possible replacement of up to 1,000 linear feet of Export Pipeline on State Route 28 in 2021 (Requesting Staff Members: Director of Public Works Joe Pomroy and Engineering Manager Nathan Chorey) – **pages 570 - 583**
4. Review, discuss and possibly approve the Board of Trustees Handbook (Requesting Trustee: Trustee Sara Schmitz) – **pages 584 -655**

NOTICE OF MEETING

Agenda for the Board Meeting of June 10, 2020 - Page 3

- I. APPROVAL OF MINUTES (*for possible action*)
 - 1. Meeting Minutes of Regular Meeting of May 6, 2020 – **pages 656 - 745**
- J. BOARD OF TRUSTEES UPDATE (**NO DISCUSSION OR ACTION**) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*
- K. PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.
- L. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (*for possible action*) – **page 746**
- M. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, June 5, 2020 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of June 10, 2020) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

- 1. IVGID Anne (Administrative)
- 2. Incline Village Post
- 3. Crystal Bay Post
- 4. Raley's Shopping
- 5. Incline Village
- 6. IVGID's Recreation
- 7. The Chateau at

SUSPENDED – STATE OF NEVADA EXECUTIVE DEPARTMENT, DECLARATION OF EMERGENCY, DIRECTIVE 006 (SECTION 3), 016 AND 018.

- Vorderbruggen Building
- Offices)
- Office
- Office
- Center
- Branch of Washoe County Library
- Center
- Incline Village

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: Tim Callicrate - Chairman, Matthew Dent, Sara Schmitz, Kendra Wong, and Peter Morris.

Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. Copies of the packets containing background information on agenda items are available for public inspection at the Incline Village Library.

IVGID'S agenda packets are now available at IVGID's web site, www.yourtahoeplace.com; go to "Board Meetings and Agendas". A hard copy of the complete agenda packet is also available at IVGID's Administrative Offices located at 893 Southwood Boulevard, Incline Village, Nevada, 89451.

*NRS 241.020(2) and (10): 2. Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting ...10. As used in this section, "emergency" means an unforeseen circumstance which requires immediate action and includes, but is not limited to: (a) Disasters caused by fire, flood, earthquake or other natural causes; or (b) Any impairment of the health and safety of the public.

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest
Interim General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of June 10, 2020

DATE: June 2, 2020

Interim General Manager & Board of Trustees Priority Projects & Tasks

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Filing of 2020-21 District Budget & Recreation Roll	Completed	GM Winquest/Director of Finance Navazio/Board of Trustees	Public Hearing on Final Budget/Rec Roll 5/27
Effluent Pond Lining Project Request for Qualifications (RFQ)	Board award contract at early July BOT Meeting.	GM Winquest/Director of PW Pomroy Trustees Wong/Dent	Publicly advertising RFQ. Qualifications due 6/5.
Effluent Pipeline Project Request for Qualifications (RFQ)	Board award contract at early July BOT Meeting.	GM Winquest/Director of PW Pomroy Trustees Wong/Dent	Publicly advertising RFQ. Qualifications due 6/5.
USFS Parcel Acquisition – Potential Dog Park	Ongoing	GM Winquest	Met with USFS Staff 4/2/20 process of filing a special use permit. Will be delayed as a result of COVID-19
USACE Grant Funding for Pond Lining/Pipeline Projects	TBD	GM Winquest/Director of Public Works Pomroy	No current update
Burnt Cedar Pool Project	10/31/2021	Engineering/GM Winquest	IVGID and TSK Architects have an agreement for Conceptual Design. Kick-off Meeting was June 3 rd .
Internal Controls Audit	7/31/2020	Audit Committee/GM Winquest/Director of Finance Navazio	In beginning stage; scope of services development. Contract Audit on agenda 6/10
Ordinance 7 Administrative Revisions	Fall 2020	GM Winquest	Public Hearing - postponed due to COVID – 19 Virus impact
Smith vs IVGID Litigation	7/31/20	Legal Counsel/Board of Trustees/GM Winquest	Update will be provided on 6/10

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Utility Reserve Fund/Rate Study	Summer 2020	GM Winquest/Board	Need to discuss a target date
2020-22 Strategic Plan	9/1/2020	Senior Management Team/Board of Trustees	Planning for workshop in June 2020
2020-21 Budget Kick off Workshop	Fall 2020	GM Winquest/Director of Finance Navazio	Will discuss during long range calendar
No Smoking/Vaping Policy	Completed	GM Winquest	Resolution approved by BOT on 4/1. Implementation beginning.

COVID-19, Impacts to the District & update on closures and restrictions

Diamond Peak and the Recreation Center closed on Monday, March 16th. Additionally, all community programming has been cancelled or postponed until further notice. Public Works, Administration, and Chateau all closed to the public on Tuesday, March 17th. The Parks remain open for drop in use and social/physical distancing is being monitored closely. Parks Staff is gradually being brought on to address needs to maintain and prepare the venues for seasonal operations.

As of June 2nd, the beaches are accessible. Key operational aspects:

- High Sierra Patrol is currently on site 12:00pm – 10:00pm
- All Beach Parking lots open 9am – 8pm Daily
- Incline & Burnt Cedar Beach Gates are currently Staffed 11am - 7pm Mon – Thu, 9am – 7pm Fri – Sun (High Sierra Patrol locks gates at 8pm)
- Ski Beach Boat Ramp opened on Wednesday, May 20th. Gate will be staffed from 7am – 8pm daily. Launching is limited to Tahoe only watercraft with seal in tact. TRPA has not announced when they will begin providing watercraft inspections.
- Beaches are currently open to IVGID Picture Pass and Recreation Punch Card Holders only
- Physical/Social Distancing required
- No pop up tents

Beach operations are constantly changing and staff has and will remain flexible as restrictions are ready to either lifted or added dependent on impact of COVID – 19 and observed behavior at the beach properties.

Many full time staff are working from home and/or are working a combination of on site and home as well as utilizing sick and/or vacation leave. Additional cost savings steps, as they relate to Full Time Year Round and Seasonal Management staff have been implemented and include a combination of temporary hourly furloughs and percentage pay decreases. Many members of the Full Time staff have begun transitioning back to full time as services and

venues continue to open. Part Time Seasonal and hourly staff are currently working on a critical need basis only. Our Human Resources team is doing an outstanding job of working through the State and Federal guidelines for our workforce.

The Community Services teams are working on developing reopening strategies to make sure a healthy and safe environment is provided so that our residents and guests are comfortable visiting our venues and participating in activities. The golf courses are currently open and parks staff will continue with normal preparation for upcoming seasons although it is universally understood that there may be impacts as a result of COVID-19. The Recreation Center is currently closed, however, Staff is targeting a mid-June opening of the facility under guidelines and restrictions as recommended by Governor Sisolak and Washoe County. The Recreation Counter Staff is available to answer phone calls and respond to emails and continue working on methods to open up access to services in the best interest of health and safety. This includes additional sanitization, barriers at the counter, line distancing, PPE measures.

The Public Works & Utilities team continues to provide outstanding service while protecting the water and sewer infrastructure during this extremely crucial and challenging time. Engineering staff continues to work on project development and management, Public Works Administration is closed to the public but Staff is answering phones and responding to emails during normal business hours.

- *IVGID Public Works will temporarily suspend disconnections and penalty charges for delinquent accounts during this time. We will work with customers facing financial hardship to develop payment plans in order to assist with past due balances. We encourage any of our customers to contact us if they have concerns about their account balances.*

These venues will see a phased opening with safety and distancing requirements and measures in place. Group activities are not currently being planned as part of a phase 1 opening. Staff will continue to provide information to the community as these plans further develop.

The Golf Courses at Incline Village

Both golf courses and practice facilities are now officially opened and seeing great success with social distancing measures in place. Once restrictions are lifted on golfers being allowed to ride together and we can move to ten minute intervals, we expect to be right on projected revenues. Below is a breakdown comparing May 2020 with May 2019 and both opening dates were very comparable.

Opening Dates	2019	2020
Range	May 10	May 11
Championship Course	May 17	May 18
Mountain Course	May 28	May 25

Round Totals	2019	2020
Championship Course	773	1627
Mountain Course	149	701

Revenues (Championship Course)	2019	2020
Admissions & Fees	\$37,410	\$101,010
Play Passes	\$13,305	\$42,732
Range Fees	\$15,918	\$26,247

Revenues (Mountain Course)	2019	2020
Admissions	\$3,815	\$23,754
Play Passes	\$1,078	\$1,476

Although May 2020 far exceeded expectations, cautioned is urged as June, and especially July, might not have as much access, revenue and play totals. This is mainly due to restrictions we may still be under and not as much public play that produces a higher greens fee. Golf Operations will continue to manage to the bottom-line and make the best decisions based on restrictions we are faced with.

Recent Facility/Venue Openings

Incline Beaches and Boat Ramp – Open to IVGID Pass and Recreation Punch Card holders (Burnt Cedar Pool opening TBD)

Disc Golf Course – May 11

Championship Course Driving Range – May 11

Championship Golf Course – May 18

Incline Tennis & Pickleball Center – May 18

Incline Skate Park – May 21

Mountain Golf Course – May 25

Village Green & Incline Park Playing Fields – Open for limited drop in use

Incline Bike Park – May 23

Recreation Center & Community Programming – target of mid to late June

**all facilities/venues open with Covid-19 restrictions*

Capital Projects Update May 20th, 2020

Design

Championship Golf Maintenance Building Drainage and Washpad Improvements

A 2020 Capital Improvement Project, this project will improve surface and sub-surface drainage, construct a modern wash pad facility, and spot treat pavement failures at the Championship Golf Maintenance Building. Moving forward with this project will address health and safety issues and prevent future damage to this facility. A local engineering consultant has completed the design and project is currently being advertised for construction bids. Bid results will be presented at the June 24th Board of Trustees meeting. Construction is anticipated to start in mid-August 2020.

Martis Peak Road - Water Main Replacement

A 2020 Capital Improvement Project, this project includes slip lining a 14-inch water main under State Route 28 and replacing aging steel water main in Martis Peak Road and Rifle Peak Court. IVGID Engineering staff completed the design. Bid results are currently under review and will be presented at the June 24th Board of Trustees meeting. Construction is anticipated to start in mid-July 2020.

Effluent Pipeline Project

District Staff provided a detailed Effluent Export Project update to the Board of Trustees on January 29, 2020. The immediate priority is to replace all of the remaining Segment 3 pipeline (12,385 linear feet) and to make immediate repairs to the Segment 2 pipeline (17,314 linear feet) to extend its life and mitigate a potential future leak site. At the February 26, 2020 Board of Trustees Meeting, a design services scope of work was presented to the Board to begin replacement of Segment 3, the scope of work was not approved. The Board has placed this project on hold pending the hiring of a Project Manager to conduct a complete project review of the Effluent Export Project. The annual CIP amount of \$2,000,000 will be allocated to this project. At the March 11, 2020 Board of Trustees meeting, the Board of Trustees unanimously approved to restrict \$9,656,890 to the Effluent Pipeline Project, Project #2524SS1010 from the Unrestricted Net Position in the Utility Fund effective March 12, 2020.

Effluent Pond Lining Project – 2599SS2010 (this is a new capital project #) – PO#

A component of the Water Resource Recovery Facility (WRRF) operation is a non-permitted 2.4 million gallon effluent storage basin located adjacent to the wastewater resource recovery facility (Plant). The WRRF Effluent Storage Alternative Analysis Memorandum, September 2018, recommends a reinforced concrete or the combination of concrete and shotcrete lining that provides the best long term value, maximizes storage volume, and has low maintenance to keep in service. At the February 26, 2020 Board of Trustees Meeting, a design services scope of work was presented to the Board for lining the pond, the scope of work was not approved. The Board has placed this project on hold pending the hiring of a Project Manager to conduct a complete project review of the Effluent Export Project. On February 27, 2020, Staff set up a new capital project for the Effluent Pond Lining and that project number is noted above. It is also included as an unbudgeted project for the 2020-21 CIP Budget

Construction

Tennis Center Renovation

The Board approved on June 19 for staff to begin the design of the tennis center renovation. The architectural, design and permitting services scope of work was approved at the August 14 BOT meeting with the removal of Bocce Courts. The key project objectives are renovation of the pro-shop buildings and surrounding site to renovate aging restrooms, expand the pro-shop by enclosing outdoor kitchenette area, expand and enhance the deck area, improve wayfinding and flow of traffic through the Tennis Center. Bid results will be presented at the June 10th Board of Trustees meeting. If awarded, construction is scheduled to begin mid-August and is expected to be substantially complete by April 1, 2020.

Lakeview Ski Lift Maintenance and Improvements

This project includes electrical upgrades to the ski lift. Upgrades consist of the replacement of the Main Low Voltage Control Panel, DC Motor Drive Panel, Return Station Controls, Loading System Controls and Drive panel. The project also includes the replacement of the communication cable from the top terminal to the bottom terminal. There are three distinct components to the project including electrical engineering and design, bidding and procurement for the fabrication of the panels as well as bidding a contracted installation of the replacement panels. An electrical engineer has been hired to complete the design and is currently working with staff to develop the electrical design documents for bidding the panel fabrication and installation. Panel fabrication bid results will be presented at the June 10th Board of Trustees meeting.

WRRF Aeration System Improvements

The aeration process of wastewater treatment supplies oxygen to facilitate the biological activity that converts raw sewage into treated wastewater effluent. The plant has six-200,000-gallon aeration basins with two jet aeration clusters per basin supplied by computer controlled multistage centrifugal aeration blowers. This project funds the design and replacement of the aeration system equipment at the WRRF. The Board awarded the construction contract to the lowest responsive bidder, KG Walters, on December 11. Construction has commenced and is anticipated to continue until December 2020. Progress meetings are held every two weeks.

K. G. Walters Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$1,508,500	\$384	\$1,508,884	\$151,804	\$1,357,080

Water Reservoir Safety and Security Improvements – Phase 1

This project would replace the ladders that access the top of the water reservoirs, install intermediate access platforms, install protective railings and install new fall protection

devices. The exterior access to the roof area is required to meet the needs of the District to monitor the water quality in the reservoirs and perform routine repairs to radio communication equipment. The ladders also need to be secured from access by the public. The reservoir ladders, fall protection, platforms, and protective railings will meet the current Occupational Safety and Health Administration (OSHA) safety standards. The Board awarded the contract to Resource Development Company on April 10, 2019 for 10 of 13 reservoirs. Construction begins this summer and is expected to be substantially complete by September 30, 2020.

Resource Development Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$362,600	\$0	\$362,600	\$0	\$362,600

Water Reservoir Safety and Security Improvements – Phase 2

The second phase of this project would replace the ladders that access the top of the water reservoirs, install intermediate access platforms, install protective railings and install new fall protection devices for the remaining 3 reservoirs. Bid results will be presented at the June 10th Board of Trustees meeting. If awarded, construction is scheduled to begin this summer and is expected to be substantially complete by the end of the year.

Mountain Course Clubhouse Renovation

On August 11, 2018 a fire occurred in the Mountain Course Clubhouse which led to the closing of the kitchen area. The Board approved renovation plans include a revised allocation of floor space, changes to access and substantial change to customer flow. A new ADA accessibility to the lower level for food service and construction of a new and expanded deck and the installation of new windows and doors. The Board approved the design on May 22, 2019 and authorized advertising for bids which then occurred on June 21, 2019. The Board awarded the construction contract to Houston Smith Construction at the August 14, 2019 BOT meeting. A notice of substantial completion was filed on April 29th, only punchlist and permit closeout items remain. IVGID staff is very pleased with the outcome of the project and has received several compliments on the renovated venue.

Houston-Smith Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$1,006,000	\$87,893	\$1,093,893	\$1,072,015	\$21,878

IVGID Recreation Center Site Lighting Replacement

A 2020 Capital Improvement Project to replace bollard and site lights with modern LED fixtures. An outside Electrical Engineering firm has completed design and the project has been awarded to Intermountain Electric, Inc. Construction started on June 1st and is scheduled to be substantially complete on or before June 26th.

Intermountain Electric, Inc. Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$84,856	\$0	\$84,856	\$0	\$84,856

Incline Village Bocce Courts

At the August 14, 2019 Board of Trustees meeting, the Board prioritized construction of bocce courts. Engineering staff has completed design and at the May 6th Board of Trustee meeting, the Board approved the Notice to Proceed. Rapid Construction will begin construction the week of June 8th and be substantially complete on or before July 24th.

Rapid Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$68,860	\$0	\$68,860	\$0	\$68,860

Priority Projects & Items

Financial Transparency

Staff continues to evaluate the effects on the current fiscal year budget of COVID-19 pandemic related closure of District venues and curtailment of non-essential programs through April and early May. As selected venues and programs have begun to re-open, starting in Mid-May, year-end budget projections will be updated. As communicated in previous reports, with the strong financial performance through the first three quarters of the fiscal year, we continue to anticipate both the Community Services and Beach funds ending the year ahead of budget.

The General Manager continues to evaluate additional personnel cost-saving measures should the path to re-opening of District venues and programs extend beyond the next thirty

days. Cost-saving measures within the General Fund and Utility funds continued through May, including reduced work hours for staff (limited to essential services), reduced contract services, and deferring of non-essential expenditures.

The Board approved the District's FY2020-21 Budget on May 27th, and on June 1st staff submitted required filings to the State of Nevada Department of Taxation. In addition, the preliminary Rec Roll test file was submitted to the Washoe County Treasurer's Office. The final Rec Roll is required to be filed no later than June 10th.

The Accounting staff is currently closing the Month of May and plan to distribute the financials by June 16, 2020. The Accounting staff is also preparing for the year-end close, including scheduling physical inventory counts and preliminary independent audit fieldwork.

Capital Project Being Evaluated because of COVID-19 Economic Impacts

The following table has the projects in the 2019-2020 Capital Improvement Project Budget that are being evaluated for deferral or re-budgeting, or cancellation.

Department	Project Title	2019-20 Budgeted Amount	Note
Public Works	Household Hazardous Waste Building Improvements	\$15,000	Cancelled
Facilities	Chateau – Replace Carpet	\$62,000	Being evaluated
Facilities	Replace Hallway Tile at Chateau	\$65,000	Deferred
Parks	Aspen Grove Flatscape and Retaining Wall Enhancement and Replacement	\$55,000	Deferred
Beaches	Flatscape and Retaining Wall Enhancement and Replacement	\$55,000	Only proceeding with safety improvements, appx \$15,000
Recreation Center	Replace Fitness Equipment	\$45,000	Reduced to appx \$20,000
Tennis Center	Resurfacing of Courts 1-2/Drainage Improvements	\$47,000	Recommended to proceed with court resurfacing. Drainage improvement no longer needed. Partial remaining project funds re-allocated to conversion of court 10 to dedicated Pickle Ball courts. Estimated reduction of \$15k from 19-20 Capital Budget
Champ Golf	Printer Copier Replacement	\$10,000	Deferred
Champ Golf	Venue Signage Enhancements	\$40,000	Being evaluated

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
Interim General Manager

SUBJECT: Presentation by Tri-Strategies

- a. Review of their Fiscal Year 2019/2020 Services
- b. Preview of the 2021 Nevada Legislative Session
- c. Discuss the concept of a workshop to be held in August or September to prepare for the 2021 Nevada Legislative Session which convenes on Monday, February 1, 2021 and may include a Special Session

DATE: May 28, 2020

I have asked Eddie Ableser and Paul Klein of Tri-Strategies to give the Board of Trustees a presentation which encompasses the above three items. Attached is a report that has been prepared by the Tri-Strategies team which is an overview of their fiscal year 2019/2020 activities. The 2021 Nevada Legislative Session is rapidly approaching, it begins on Monday, February 1, 2021, and while we don't know everything that will be included in this upcoming session, Staff would like to be proactive and prepared especially if a special session is called. Further, and to preparation, the Staff and Board will need to review and possibly update, as necessary, Board Policy 3.1.0, paragraph 0.17 Legislative Matters which reads as follows:

Legislative Matters. The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting. In the event a position on a legislative issue must be established prior to the next regular Board meeting, the General Manager is hereby authorized to adopt a position on IVGID's behalf.

Finally, Staff would very much like to encourage the Board of Trustees to set a special workshop with the Tri-Strategies team and the 2021 Nevada Legislative Session as its only item and do so on a non-Board meeting during the month of August or September to get a better insight into what might be forthcoming. Following that workshop, Staff would prepare, if necessary, a Board agenda item to modify Policy 3.1.0, subparagraph 0.17.



Incline Village General Improvement District (IVGID) Legislative Affairs and Government Relations report (07/01/19 - 08/31/19)

State of Nevada

Interim Finance Committee, June 25, 2019: The State Department of Conservation and Natural Resources requested approval to spend \$175,000 for internet upgrades to Sand Harbor State Park. The item was APPROVED.

Legislative Commision, August 21, 2019: Legislators APPROVED changes to the Nevada Division of State Lands' navigable waters fee schedule. Annual use fees for piers, buoys, and other structures will increase over a three-year period. Year 1 fees take effect September 1, 2019, Year 2 fees will take effect on July 1, 2020, and Year 3 fees will take effect on July 1, 2021. **See attached sheet for more information.**

Washoe County

Board of County Commissioners meeting, July 16, 2019: Commissioner Berkbigler reported Incline Village's interest in adopting new parking ordinances that may ban on-street boat parking. The parking ordinance is being crafted by Washoe County staff for the Commissioners to review in the next few months.

Board of County Commissioners meeting, August 27, 2019: Commissioner Berkbigler requested an agenda item for staff (through the Regional Transportation Commission of Washoe County) to explore adding a new public

transportation service in Incline Village and Crystal Bay. The intent of adding a trolley service is to alleviate traffic and parking issues throughout the District during peak season/s.

Tahoe Regional Planning Agency

Ongoing meetings and workshops regarding reforms to Short-Term Rentals:

Washoe County, in coordination with the Tahoe Regional Planning Agency (TRPA), is collecting information and studying all issues concerning rental properties. These issues include traffic, noise, parking, trash, fees, overcrowding, facility use, and more. A survey is being circulated at the following link:

https://survey.sogosurvey.com/survey.aspx?k=RQsYTVXVsXTsPsPsP&lang=0&d_ata&fbclid=IwAR3QC3PwVYaRXuAP1T-f1kyvbAexh6lyGQibhIH7rVvUCLeFpS2kWmeYG_Y

In addition, the TRPA is tracking their work for Short-Term Rental Neighborhood Compatibility at the following link:

<http://www.trpa.org/short-term-rental-neighborhood-compatibility/>

***Reno-Sparks Visitors Authority, Regional Transportation of Washoe County, Nevada Department of Transportation and the Washoe County School District:** These bodies met during the summer months; However, nothing of note concerning Incline Village or Crystal Bay were discussed at these meetings.

Incline Village General Improvement District (IVGID) Legislative Affairs and Government Relations report (09/01/19 - 04/30/20)

Government relations with regional partners includes the State of Nevada Interim Legislative Committees, Washoe County, Washoe County School District, and various other boards and commissions. The **TriStrategies** legislative affairs and government relations goals to support IVGID's operations include:

- Educate and inform elected officials, government bodies and policy-making boards about IVGID's roles and responsibilities to its citizenry
- Provide opportunities of engagement for elected officials to learn about IVGID
- Monitor and report policy matters that affect IVGID
- Foster and align a successful relationship with Washoe County through consistent communications with County Commissioners

The following subject matters and issues have been identified as having an impact on IVGID and the citizens of Incline Village and Crystal Bay. As such, **TriStrategies** has monitored the discussions, workshops, and correspondence regarding these matters.

- Regional and statewide response to COVID-19
- Washoe County Health District protocols
- Short-term rental issues and Washoe County ordinance development
- Street parking regulations
- State pier and buoy fees
- Boat inspection, permit, and sticker protocols
- Transportation matters, including discussions regarding the purchase of the Incline Village Elementary School property
- Incline property owner's tax litigation vs. Washoe County

- Washoe Lands Bill discussions
- Incline Village mainstreet development
- Arts, technology and community development grants
- Economic Development of Western Nevada efforts
- Lake Tahoe water quality and environmental protection efforts
- Nevada Highway Patrol response
- Nevada State Parks correspondence regarding Sand Harbor and pathways
- Washoe County Community Advisory Board updates

The following are actions to support these goals, build rapport with state and county officials, and increase communications and interactions with government bodies that create policies and/or laws that impact IVGID.

State of Nevada

Elected Officials meetings

- **TriStrategies** team members met with the following State Legislators to discuss IVGID and the needs of small towns and GIDs:
 - **Assemblymember Krasner**
 - **Assemblymember Benitez-Thompson**
 - **Senator Kieckhefer**
 - **Senator Ratti**
 - **Senator Gansert**
 - **Assemblymember Peters**
 - **Assemblymember Daly**
 - **Assemblymember Smith**

Government meetings

- **Legislative Commission meetings** (TriStrategies team monitored, attended, tracked all proposed regulations that might affect IVGID):

- Attended and participated in the February 26, 2020 meeting
- Attended and participated in the February 6, 2020 meeting
- Attended and participated in the December 30, 2019 meeting
- Attended and participated in the October 30, 2019 meeting
- Attended and participated in the August 21, 2019 meeting
- Attended and participated in the June 25, 2019 meeting
- Attended and participated in the June 3, 2019 meeting

- **Interim Finance Committee meetings** (TriStrategies team monitored, attended, tracked all items that might affect local governments and GIDs):
 - Attended and participated in the April 30, 2020 meeting
 - Attended and participated in the April 7, 2020 meeting
 - Attended and participated in the February 6, 2020 meeting
 - Attended and participated in the December 13, 2019 meeting
 - Attended and participated in the October 24, 2019 meeting

- **Board of Examiners meetings** (TriStrategies team monitored, attended, tracked all items that might affect local governments and GIDs):
 - Attended and participated in the April 14, 2020 meeting
 - Attended and participated in the March 10, 2020 meeting
 - Attended and participated in the February 18, 2020 meeting
 - Attended and participated in the January 14, 2020 meeting
 - Attended and participated in the December 10, 2019 meeting
 - Attended and participated in the November 12, 2019 meeting
 - Attended and participated in the October 8, 2019 meeting
 - Attended and participated in the September 10, 2019 meeting

- **Legislative Committee for the Review and Oversight of the Tahoe Regional Planning Agency and the Marlette Lake Water System** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the March 12, 2020 meeting
 - Attended and participated in the January 21, 2020 meeting
 - Attended and participated in the November 19, 2019 meeting

- **Legislative Committee on Public Lands meetings** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the March 4, 2020 meeting
 - Attended and participated in the December 17, 2019 meeting
- **Legislative Commission's Audit Subcommittee meetings** (TriStrategies team monitored, attended, tracked all audits that might affect IVGID):
 - Attended and participated in the February 18, 2020 meeting
- **Committee to Conduct an Interim Study of the Requirements for Reapportionment and Redistricting in the State of Nevada meeting** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the January 27, 2020 meeting
- **Committee to Conduct a Study Concerning Wildfires meeting** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the January 7, 2020 meeting

Washoe County

Elected Officials meetings

- TriStrategies team members met with the following County Commissioners to discuss IVGID:
 - **Commissioner Berkbigler**
 - **Commissioner Lucey**
 - **Commissioner Jung**

Government meetings

- **Board of County Commissioners meeting** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the April 28, 2020 meeting
 - Attended and participated in the April 21, 2020 meeting
 - Attended and participated in the April 14, 2020 meeting
 - Attended and participated in the March 31, 2020 meeting
 - Attended and participated in the March 10, 2020 meeting
 - Attended and participated in the February 25, 2020 meeting
 - Attended and participated in the February 18, 2020 meeting
 - Attended and participated in the February 11, 2020 meeting
 - Attended and participated in the January 28, 2020 meeting
 - Attended and participated in the January 21, 2020 meeting
 - Attended and participated in the January 14, 2020 meeting

Washoe County School District

Elected Officials meetings

- TriStrategies team members met with the following Trustees to discuss IVGID:
 - **Trustee Kelley**
 - **Trustee Taylor**
 - **Trustee Simon-Holland**

Government meetings

- **Washoe County School District Board of Trustees meetings** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the April 28, 2020 meeting
 - Attended and participated in the April 14, 2020 meeting
 - Attended and participated in the March 31, 2020 meeting
 - Attended and participated in the February 25, 2020 meeting
 - Attended and participated in the February 11, 2020 meeting

- Attended and participated in the January 28, 2020 meeting
- Attended and participated in the January 14, 2020 meeting

RSCVA

Elected Officials meetings

- TriStrategies team members met with the following Board Members to discuss IVGID:
 - **Chairperson Bob Lucey**
 - **Board Member Hillary Schieve**

Government meetings

- **Board of Directors meetings** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the February 27, 2020 meeting
 - Attended and participated in the January 23, 2020 meeting
 - Attended and participated in the December 5, 2019 meeting
 - Attended and participated in the October 24, 2019 meeting
 - Attended and participated in the September 26, 2019 meeting

Tahoe Regional Planning Agency

Elected Officials meetings

- TriStrategies team members have met with the following Board Members to discuss IVGID and the needs of small towns and GIDs:
 - **Board Member Berkbigler**

Government meetings

- **Board meetings** (TriStrategies team monitored, attended, tracked all items that might affect IVGID):
 - Attended and participated in the April 22, 2020 meeting
 - Attended and participated in the March 25, 2020 meeting
 - Attended and participated in the February 26, 2020 meeting
 - Attended and participated in the January 22, 2020 meeting
 - Attended and participated in the December 18, 2019 meeting
 - Attended and participated in the November 20, 2019 meeting
 - Attended and participated in the October 23, 2019 meeting

In addition, TriStrategies has also monitored meetings and interacted with the **Lake Tahoe Visitors Authority, Regional Transportation Commission, Nevada Department of Transportation, and the Economic Development Authority of Western Nevada** when an agenda item is listed that may impact IVGID.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
Interim General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly award a procurement contract for the fabrication of chairlift control panels; 2019/2020 Capital Improvement Project: Fund: Community Services; Program: Ski; Project # 3462HE1702; Vendor: Mission Controls Company, Inc. in the amount of \$96,800

STRATEGIC PLAN: Long Range Principle 5 – Assets & Infrastructure

DATE: May 31, 2020

I. RECOMMENDATION

Staff recommends that the Board of Trustees moves to:

1. Award a procurement contract to Mission Controls Company Inc. totaling \$96,800 for the fabrication and delivery of chairlift control panels for the Lakeview lift at Diamond Peak Ski Resort.
2. Authorize Staff to execute all purchase documents based on a review by General Counsel and Staff.

II. DISTRIC STRATEGIC PLAN

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 activities. The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations. The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

Diamond Peak operates and maintains five fixed grip chairlifts installed between 1969 and 1996, one detachable chairlift installed in 2003, and one surface lift installed in 1995 to supply uphill transportation to skiing and snowboarding guests.

The Lakeview lift, a fixed grip quad chair was installed in 1995, and has seen a number of partial component replacements over time on its control system. The current control and drive system is a contact relay based system with an analog drive system and is proposed to be replaced by programmable logic controllers and a digital motor drive systems. The 25 year old equipment has contributed to an increase in the lift down time affecting service levels and is near the end of its serviceable life and a comprehensive replacement of the control system is now warranted.

The control panels are responsible for starting and stopping the chairlift, monitoring safety circuits, and the speed at which the electric motor drives the chairlift. Functioning and serviceable control panels are critical to the safe operation of any chairlift.

The proposed contract will fabricate replacement control panels designed by Heywood Engineering for the top and bottom terminals of the lift for both the high voltage drive functions as well as the low voltage safety functions using modern control equipment and industry best practices.

Nearly identical drive and control panels as proposed, also designed by Heywood Engineering were installed on Red Fox lift in 2008 and the same panel installation was completed on School House and Ridge lifts in 2016 thus four of the six aerial lifts will operate with very similar motor drive and control systems.

Installation of the Lakeview lift control panels and communication cable will be completed by Diamond Peak Staff and an outside contractor during the fall of 2020.

IV. BID RESULTS

On May 14, 2020 the District publicly advertised this project for bidding, plans and specifications were sent out through Planet Bids to 92 potential vendors, of which five electrical companies registered for the project and received the procurement specifications. Three bids were received and opened on May 28, 2020. The Engineer's estimate for this work was \$77,213. The bid results are as follows:

Review, discuss and possibly award a procurement -3- contract for the fabrication of chairlift control panels; 2019/2020 Capital Improvement Project: Fund: Community Services; Program: Ski; Project # 3462HE1702; Vendor: Mission Controls Company, Inc. in the amount of \$96,800

May 31, 2020

Vendor	Total Bid Amount
Keller Electrical Industries, Inc.	\$116,173
George T. Hall Company, Inc.	\$128,500
Mission Controls Company, Inc.	\$96,800

The low responsive bidder is Mission Controls Company, Inc. District staff and the project design engineer, Heywood Engineering, reviewed the bids and checked references for the vendor and has recommended award of this project to Mission Controls. The panels will be fabricated and delivery is anticipated to occur on September 30, 2020.

V. FINANCIAL IMPACT AND BUDGET

The attached data sheet for Project #3462HE1702 shows \$250,000 for budget year 2019/2020 with an additional \$30,000 in 2021 and then an additional \$192,000 in 2022.

The table below provides a project scope of work including costs estimates.

Lakeview Ski Lift Improvements CIP# 3462HE1702	
Project Scope of Work	Amount
Heywood Engineering – Design	\$25,339
Electrical Panel Fabrication – Procurement Award to Mission Controls Company, Inc.	\$96,800
Electrical Panel, Communication Cable Installation – Estimated (contractor to be determined during Summer 2020 and awarded under District General Manager’s authority)	\$39,000
Communication Cable – Estimated – direct purchase by the District and installation by District Staff	\$13,000
Refurbish Lift Electric Drive Motor – Estimated – Local Vendor to do refurbish and installation by District Staff	\$9,000
Total Project Amount Est.	\$183,139

VI. ALTERNATIVES

This project should be completed as presented. The project has been moved forward within the five-year plan in the past and it is now time to complete the project.

Review, discuss and possibly award a procurement -4-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

VII. BUSINESS IMPACT

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

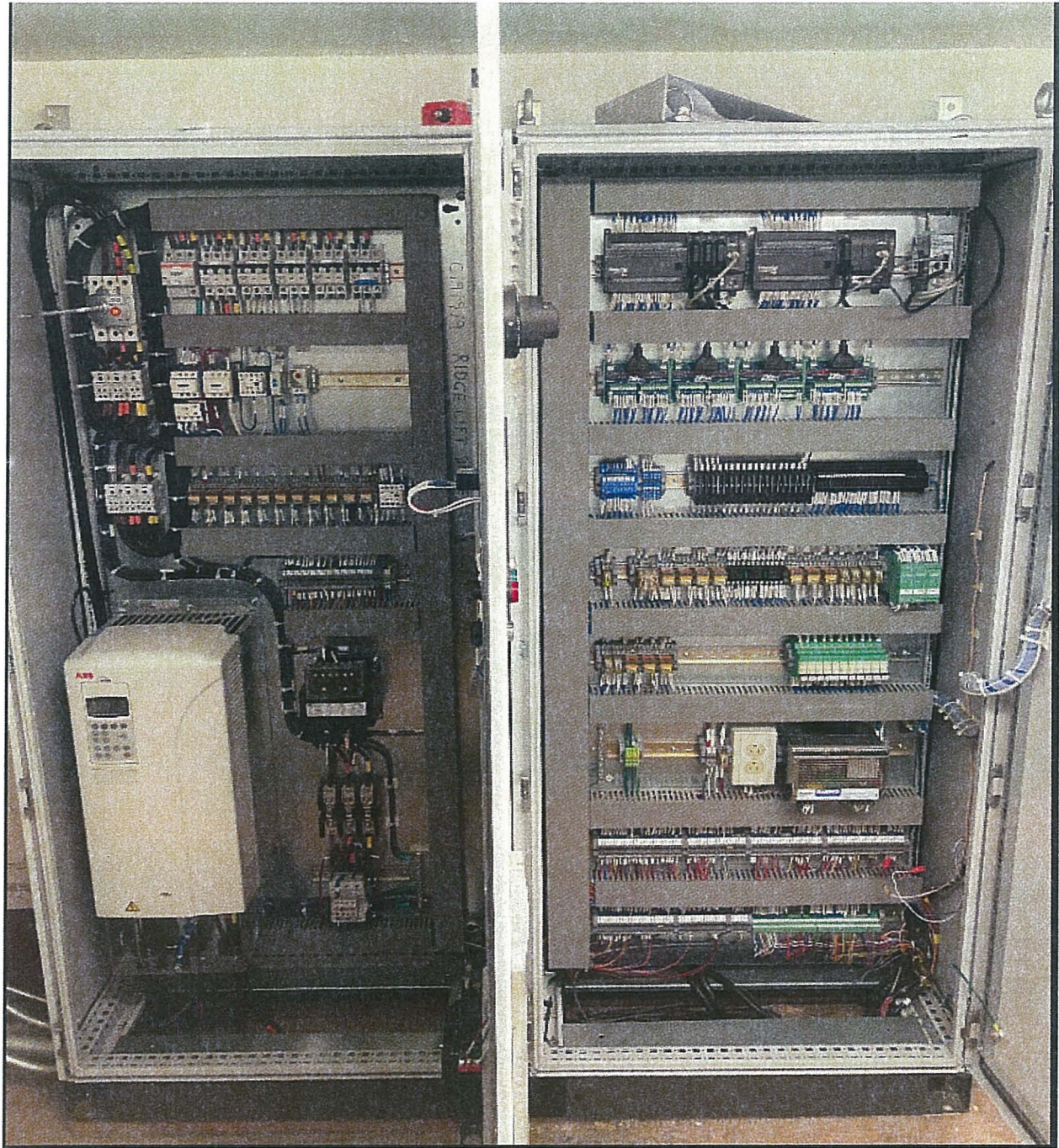
Diamond Peak Heywood Engineering Ridge Ski Lift Motor Drive and Control Panel Installed 2016



Review, discuss and possibly award a procurement -5-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

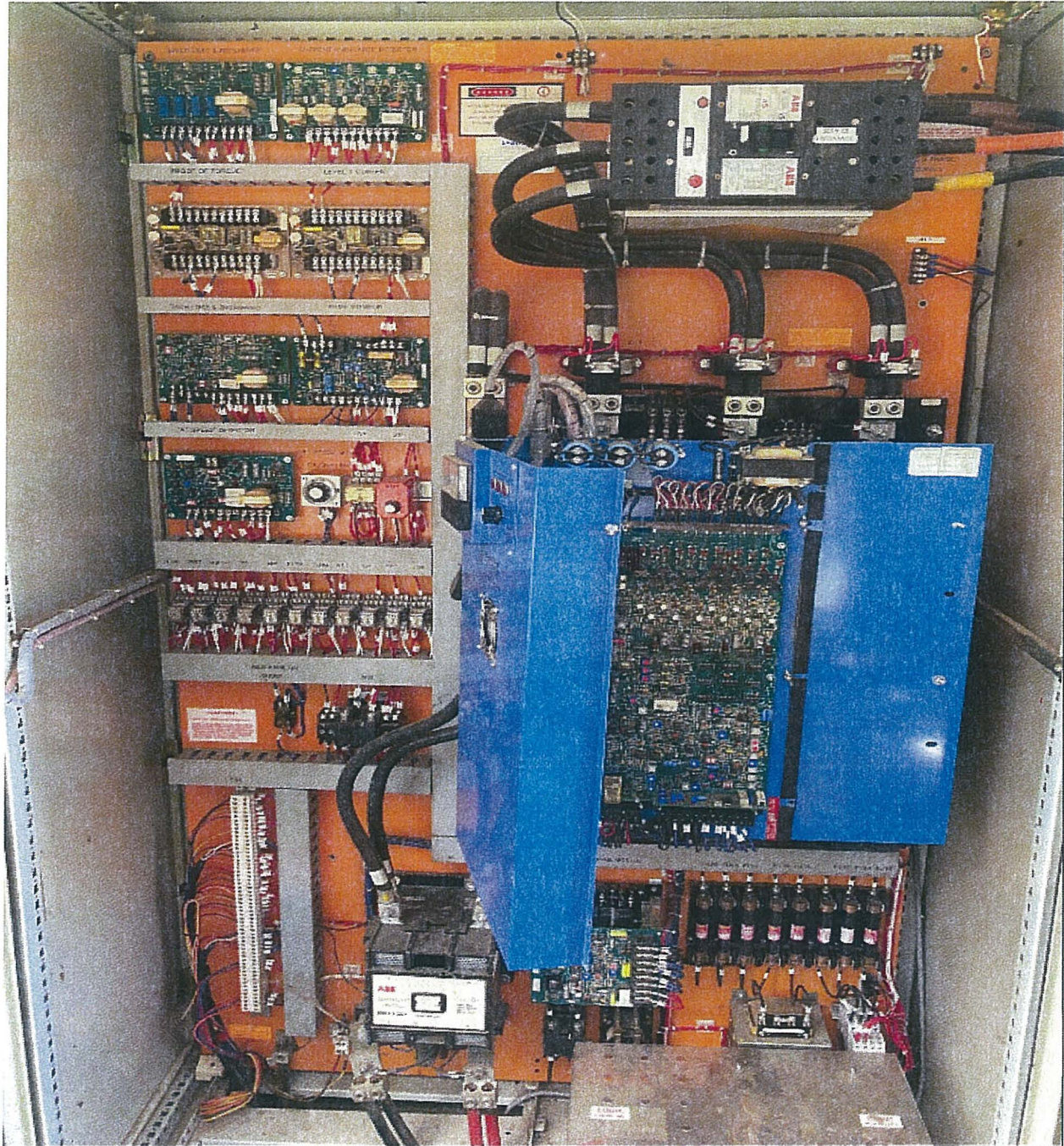
**Diamond Peak Heywood Engineering Ridge Ski Lift Motor Drive and
Control Panel Installed 2016**



Review, discuss and possibly award a procurement -6-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

Diamond Peak Current Lakeview Ski Lift Motor Drive Panel Installed 1995



Review, discuss and possibly award a procurement -7-
contract for the fabrication of chairlift control panels;
2019/2020 Capital Improvement Project: Fund: Community
Services; Program: Ski; Project # 3462HE1702; Vendor: Mission
Controls Company, Inc. in the amount of \$96,800

May 31, 2020

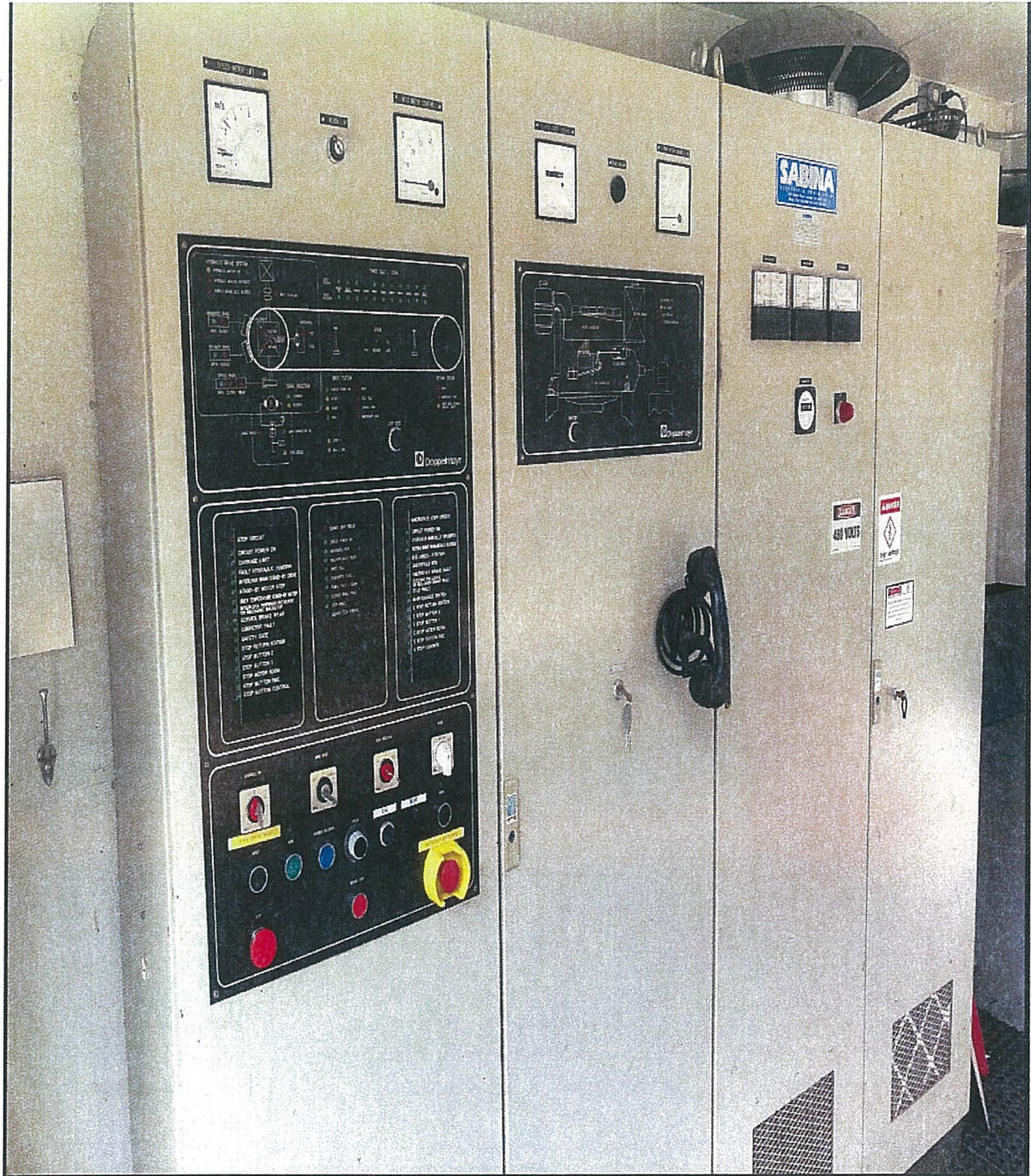
Diamond Peak Current Lakeview Ski Lift Control Panel Installed 1995



Review, discuss and possibly award a procurement -8- contract for the fabrication of chairlift control panels; 2019/2020 Capital Improvement Project: Fund: Community Services; Program: Ski; Project # 3462HE1702; Vendor: Mission Controls Company, Inc. in the amount of \$96,800

May 31, 2020

Diamond Peak Current Lakeview Lift Drive and Control Panel Installed in 1995





Project Summary

Project Number:	3462HE1702		
Title:	Lakeview Ski Lift Maintenance and Improvements		
Asset Class:	E - Capital Maintenance		
Division:	62 - Lift Operations		
Budget Year:	2020		
Scenario Name:	Main	Active:	Yes
Budget Status:	Data Entry		
Locations:			
Project Something:	HE - Heavy Duty Service Equipment		

Project Description				
The District owns 6 Ariel ski lifts at Diamond Peak Ski Resort. The lifts were generally constructed between 1969, 1979, 1995 and 2003 consisting of fixed grip double chair, fixed grip quad chair and a detachable quad chair. Each lift contains many of the same operating components such as motors, gear reducers, auxiliary engines, fuel tanks, haul ropes, counterweight ropes, line machinery, tensioning systems, braking systems, bull wheels, carriers and haul rope grips, communication lines, safety control systems, drive control systems, switches, conveying systems and loading systems				
Project Internal Staff				
IVGID Engineering, Diamond Peak Staff				
Project Justification				
This Project Funds the replacement and maintenance of equipment listed above within the chair lift system. Staff performs inspections and maintenance on the lift system and plans future major upgrades as equipment reaches the end of its useful life. The age of the equipment, the number of hours operating the equipment and other equipment analyses, such as vibration testing and non destructive testing, dictate replacement or rehabilitation of the equipment to maintain a reliable ski lift system to our customers.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2020				
Replace Lift Motor Drive and Safety Control Systems	250,000	0	250,000	
Year Total	250,000	0	250,000	
2021				
Replace Drive Terminal Bullwheel Bearings	30,000	0	30,000	
Year Total	30,000	0	30,000	
2022				
Replace Carrier Haul Rope Grips	192,000	0	192,000	
Year Total	192,000	0	192,000	
	472,000	0	472,000	
Year Identified	Start Date	Project Partner	Manager	Est. Completion Date
2013			Ski Resort General Manager	



**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

**PURCHASE
ORDER**

P.O. NUMBER	DATE
20-0185	02/04/2020

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING AND
CORRESPONDENCE

Vendor Name, Address, and Number	Ship To Address And Phone Number	Please Send Invoices To
2063 Heywood Engineering Assoc., Inc. P O Box 18420 Reno, NV 89511-0420	775-832-1100	Incline Village GID 893 Southwood Blvd. Incline Village, NV 89451 775-832-1100 ap@ivgid.org

LINE NO.	QUANTITY	UOM	ITEM AND DESCRIPTION	UNIT COST	EXTENDED COST	GL Coding
1	1.00	Each	Lakeview Lift Maintenance and Improvements. Work bid per NRS 338.	\$25,339.00	\$25,339.00	340-34-620-8120 Project # 3462HE1702

			TOTAL	\$ 25,339.00	
--	--	--	--------------	---------------------	--


Comments:
USER ID

The District is granted Tax Exempt Status by the State of Nevada, State ID 88-760004-K, therefore any goods or services delivered to the District within the boundaries of the State of NV are exempt from NV sales and use tax.

All shipments should be freight prepaid F.O.B. destination. Unauthorized shipments will be returned at the seller's expense **Title and risk of loss on all items shipped shall pass to the buyer at the F. O. B. destination.**

Payments of all invoices is net 30 unless expressly written and acknowledged in writing by the District's Director of Finance or Controller. IVGID's Federal Tax ID Number is **88-0099974**.

I CERTIFY THAT THE ABOVE PURCHASE IS FOR AN EXPENDITURE AS DEFINED BY NRS 354.520 OR AN EXPENSE UNDER NRS 354.523 AND THAT THE PURCHASE ORDER HAS BEEN ENCUMBERED AS DEFINED BY NRS 354.516.



Indra Winqest General Manager

↻ SHORT FORM AGREEMENT ↻
Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
HEYWOOD ENGINEERING, INC.
for
PROFESSIONAL SERVICES

This Agreement is made as of February 4, 2020 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "OWNER," and **HEYWOOD ENGINEERING, INC.**, hereinafter referred to as "CONSULTANT." OWNER intends to complete the Project(s) as described in *Attachment A* and as amended from time to time, hereinafter referred to as the "Project."

1.0 BASIC SERVICES

The CONSULTANT shall perform the following tasks and additional services as may be included from time to time by Additional Services Addendums (ASAs) to this Agreement in accordance with Paragraph 4.2:

Services as described in Attachment "A," CONSULTANT'S Proposal 20DPI dated January 5, 2020, and basically consisting of Professional Engineering services related to the electrical drive and control upgrades to the Lakeview Lift at Diamond Peak Ski Resort.

All documentation, drawings, reports and invoices submitted for this project will include IVGID Project Number 3462HE1702.

2.0 OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 2.1** Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the PROJECT.
- 2.2** Assist CONSULTANT by placing at CONSULTANT's disposal existing data, plans, reports and other information known to, in possession of, or under control of OWNER which are relevant to the execution of CONSULTANT's duties on the PROJECT. Also, provide all criteria and full information as to OWNER's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 2.3** Provide "Measured Drawings" for project.

3.0 PERIODS OF SERVICE

3.1 **General.** The provisions of Section 3 and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained herein. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of CONSULTANT's services and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of CONSULTANT, all rates, measures, and amounts of compensation provided herein shall be subject to equitable adjustment.

3.2 It is agreed that time is of the essence and the Project shall be completed by no later than November 16, 2020.

4.0 PAYMENT TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

4.1.1 Compensation Terms Defined

4.1.1.1 "Per Diem" shall mean an hourly rate(s) as indicated in Attachment "A" to be paid to CONSULTANT as total compensation for each hour(s) of each employee of CONSULTANT work(s) on the Project, plus Reimbursable Expenses.

4.1.1.2 "Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to subconsultants or SubCONSULTANT costs, transportation and subsistence incidental thereto, obtaining bids or proposals from CONSULTANT(s), toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. In addition, Reimbursable Expenses will also include expenses incurred for main frame computer time and other highly specialized equipment, including photographic production. Reimbursable Expenses will include a ten percent (10%) markup over CONSULTANT's cost.

4.1.2 **Basis and Amount of Compensation for Basic Services.** Compensation shall be as indicated in Attachment "A", with a Not to Exceed amount of **Twenty-Five Thousand, Three Hundred Thirty-Nine Dollars (\$25,339.00).**

4.2 Basis and Amount of Compensation for Additional Services

Compensation for Additional Services shall be on the basis of Per Diem or Lump Sum, to be agreed upon at the time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

4.3 Intervals of Payments

- A. Payments to CONSULTANT for Basic and Additional Services rendered and Reimbursable Expenses incurred shall be made once every month by OWNER. CONSULTANT's invoices will be submitted once every month and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to CONSULTANT's invoices.
- B. Progress Payments/Retainage – OWNER shall make progress payments in accordance with CONTRACTOR'S Proposal 20DPI, as follows. There will be no retention held for this work.
 - 1. 40% upon delivery of design documents
 - 2. 30% upon completion of factory QA inspection and testing
 - 3. 30% upon completion of start-up and acceptance test

4.4 Other Provisions Concerning Payments

- 4.4.1** If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's statement, the amounts due CONSULTANT will be increased at the rate of one percent (1%) per month from date of OWNER's receipt of invoice.
- 4.4.2** If the Project is suspended or abandoned in whole or in part for more than 90 days, CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due.
- 4.4.3** If any items in any invoices submitted by CONSULTANT are disputed by OWNER for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER shall promptly notify CONSULTANT of the dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

5.0 GENERAL CONSIDERATIONS

5.1 Termination

- 5.1.1** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.
- 5.1.2** This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by OWNER for its convenience.

5.1.3 Upon any termination, CONSULTANT shall (1) promptly discontinue all Services affected (unless a termination notice from OWNER directs otherwise); and (2) deliver or otherwise make available to OWNER upon full payment for services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether such materials are completed or in process. All payments due CONSULTANT at termination shall be made by OWNER.

5.2 Ownership of Documents

The original documents, plans, electronic files, studies or reports prepared under this Agreement, for which the OWNER pays compensation to the CONSULTANT, except working notes and internal documents, shall become and remain the property of the OWNER, and upon payment of said compensation shall be surrendered to the OWNER upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the OWNER. The CONSULTANT may retain copies of said Work in their files, but such Work shall not be released to any other party or reused by the CONSULTANT without the express written consent of the OWNER. Reuse of any of these drawings, specifications or other work products of the CONSULTANT by the OWNER for other than the specific project covered in this Agreement without the written permission of the CONSULTANT shall be at the OWNER's risk; provided that the CONSULTANT shall not be liable for any claims or damages arising out of such unauthorized reuse by the OWNER or by other's actions through the OWNER.

5.3 Professional Liability Insurance

5.3.1 CONSULTANT shall maintain professional liability insurance for protection against claims arising out of performance of services under this Agreement caused by negligent acts, errors, or omissions for which "PROFESSIONAL SERVICES" is legally liable for a period of five (5) years thereafter, if available and reasonably affordable. The professional liability policy shall provide a minimum coverage of \$1,000,000. CONSULTANT shall maintain the existing retroactive date on all future policies with the same insurance company and attempt to do so if CONSULTANT changes insurance companies. In the event that CONSULTANT goes out of business during the instant period, CONSULTANT shall purchase, at the request of OWNER, an extended reporting period.

5.3.2 Should CONSULTANT's normal professional liability coverage be less than the minimum required amount, CONSULTANT may purchase project insurance or obtain a rider on his normal policy in an amount sufficient to bring CONSULTANT's coverage up to minimum requirements.

5.4 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

5.5 Successors and Assigns

- 5.5.1** The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 5.5.2, their assigns, to the terms, conditions, and covenants of this Agreement.
- 5.5.2** Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates, subCONSULTANTS, and consultants as CONSULTANT may deem appropriate to assist in the performance of Services.

- 5.5.3** Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

5.6 Dispute Resolution

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Section 5.6 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

OWNER and CONSULTANT are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help OWNER and CONSULTANT reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

OWNER and CONSULTANT shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the OWNER or CONSULTANT fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either OWNER or CONSULTANT may then initiate judicial proceedings by filing suit. OWNER and CONSULTANT will share the cost of mediation equally unless agreed otherwise.

5.7 Equal Employment and Non-discrimination

In connection with the Services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

5.8 Indemnification

Indemnification of OWNER by CONSULTANT: CONSULTANT agrees to indemnify and hold OWNER and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability or costs are caused by CONSULTANT's negligent acts, errors or omissions or by the negligent acts, errors or omissions of CONSULTANT's subconsultants, agents, or anyone acting on behalf of or at the direction of CONSULTANT.

CONSULTANT's obligation to hold harmless and indemnify OWNER shall include reimbursement to OWNER of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by OWNER's personnel shall be charged to CONSULTANT at the then-current rate charged for such services by the private sector.

Indemnification of CONSULTANT by OWNER: OWNER agrees to indemnify and hold CONSULTANT and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability or costs are caused by OWNER's acts, errors, or omissions or by the negligent acts, errors, or omissions of the OWNER's subconsultants, agents or anyone acting on behalf of, or at the direction of, the OWNER.

OWNER's obligation to hold harmless and indemnify CONSULTANT shall include reimbursement to CONSULTANT of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by CONSULTANT's personnel shall be charged to OWNER at the then-current rate charged for such services by the private sector.

Notwithstanding anything contained herein to the contrary, Nevada's comparative negligence doctrine shall apply to both OWNER and CONSULTANT. In addition, nothing herein shall prevent OWNER or CONSULTANT from relying upon any Nevada statute or case law that protects OWNER or CONSULTANT with respect to liability or damages. This Provision shall survive the termination, cancellation or expiration of the Agreement.

5.9 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

5.10 Licenses

CONSULTANT shall have a Washoe County business license, and all appropriate CONSULTANT's licenses and certifications for the services to be performed.

5.11 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

5.12 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

5.13 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by OWNER with respect to the Project or CONSULTANT's services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

OWNER:
INCLINE VILLAGE G. I. D.

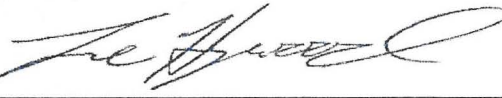
CONSULTANT:
HEYWOOD ENGINEERING, INC.

Agreed to:

Agreed to:

By: 

Michael Bandelin, General Manager
Diamond Peak Ski Resort

By: 

Signature of Authorized Representative
Lance Heywood, President

Print or Type Name & Title

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

Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Phone
775-832-1331- Fax

Address for Giving Notice:
HEYWOOD ENGINEERING, INC.
PO Box 18420
Reno, NV. 89511
775-852-2016 – Phone
775-636-7674 - Fax

HEYWOOD ENGINEERING, INC.

January 5, 2020

Mr. John Olson
Diamond Peak Ski Area
Ski Way
Incline Village, NV

Re: ***Proposal for professional services. Lakeview Lift Electrical Upgrades. Engineering and Programming. HEI Proposal #20DP1.pro***

John:

As requested, Heywood Engineering, Inc. is pleased to provide the following updated quotation for professional services related to the Electrical Drive and Control upgrades on your Lakeview Lift at Diamond Peak.

OVERALL SCOPE OF PROJECT:

- Remove existing low voltage control system
- Remove existing DC Motor Drive system (DC Motor to remain)
- Purchase and install a new Dual PLC based low voltage control system (based on Automation Direct Productivity 2000 Series PLC's). Engineering, design and programming by Heywood Engineering.
- Purchase and install a new ABB DCS880 Series DC Drive. Engineering, design and programming by Heywood Engineering. Existing DC Motor to be re-used
- Remove existing return station low voltage control system
- Remove existing loading carpet drive/control system at return station
- Purchase and install new return station lift controls and loading carpet drive/control system. Engineering, design and programming by Heywood Engineering. Existing loading carpet motor and gates will be re-used.
- Existing 480V and 120/240VAC power distribution to remain at both stations.
- Existing com-line and tower wiring to be re-used.
- Update existing auxiliary engine controls to interface with new low voltage control system and retarder system.
- Provide manual controls for a new magnetic retarder to be installed. (Design and installation of the actual retarder is not in our scope.)
- Installation to comply with all ANSI B77.1 requirements as well as local codes and standards.
- All work to be designed, programmed and tested by a Nevada Licensed Professional Engineer (PE).

PO BOX 18420 • RENO • NV 89511
PHONE: 775-852-2016 • FAX: 775-636-7674
WWW.HEYWOODENGINEERING.COM

All of the equipment and materials to complete the project will be purchased directly by Diamond Peak (or your contractor/vendor) using a Bill of Material provided by Heywood Engineering, Inc. Heywood Engineering will not be providing any hardware or materials for the project.

Removal of all existing equipment and installation of all new equipment will be performed by Diamond Peak (or your contractor) using schematics and documentation provided by Heywood Engineering. Heywood Engineering will not be providing any installation labor. Our work is limited to professional services only – engineering, design, programming, testing.

DETAILS OF PROPOSED CONTROL SYSTEM:

The proposed control system will include the following functions and features:

- Entire system is housed in a Rittal enclosure
- Entire system is powered at 24VDC and is battery backed
- System has dual PLC's and is based around the Automation Direct Productivity 2000 series PLC. *NOTE: This is a change from your existing Heywood Systems that are based on the Automation Direct DirectLogic Series of PLC's. The DirectLogic series is nearing end of production.*
- System includes an 10" color touch-screen Human Machine Interface (HMI) display located on the door of the control cabinet.
- All faults and alarms are displayed on the HMI panels. The faults and alarms can be logged to a USB thumb drive installed in the HMI. This provides a comma delimited file that can be used to export fault information to an Excel Spreadsheet for alarm archiving
- Normal fault circuits can be bypassed using a key-switch and a three digit code specific to each fault. All bypasses are automatically cleared when control power is cycled
- The PLC's, HMI's and DC Drive communicate with each other via Ethernet. The system includes an 8 port un-managed Ethernet switch.
- A quadrature encoder is installed to ride on the bullwheel E-Brake Flange. This encoder provides independent speed feedback. This is used for over-speed detection and rollback detection.
- System will be designed to interface with the existing braking systems
- System will be designed to interface with the existing auxiliary engine and will allow for interface to a retarder system in the future to allow for increased download operation.
- On each stop, the system will display the stopping distance, stopping time and average rate of deceleration
- Run speeds are set via direct entry on the HMI screen. System includes three set speeds (start speed, slow speed, fast speed)
- Sensors and inputs are provided to allow the PLC to directly read DC Motor Temp, Gearbox Temp, DC Drive cabinet Temp and motor room Temp. This information is displayed on the HMI screens and is alarmed as necessary.
- *Optional (not included in pricing below)* Lift will include a new RM Young Wind Speed and Direction sensing system. This allows for display of wind speed/direction information on the HMI screens and can provide high wind alarms as desired.

DETAILS OF PROPOSED DC DRIVE:

The proposed DC Drive system will include the following functions and features:

- Entire system is housed in a Rittal enclosure
- Drive is based on a ABB DCS880 series regen SCR module
- SCR module includes a current regulated field supply.
- DC Drive includes a new main breaker with through-door operator handle
- DC Drive includes a new AC Contactor
- DC Drive includes new high speed fuses on the AC input side
- DC Drive includes new high speed fuse on the positive armature output
- Drive includes all ANSI required safeties and functions
- DC Drive communicates directly with the main PLC via Ethernet

DETAILS OF PROPOSED LOADING CARPET DRIVE/CONTROL:

The proposed Loading Carpet Drive/Control will include the following functions and features:

- Entire system is housed in a Rittal enclosure
- Drive is based on a ABB ACS580 series drive module
- New Dynamic Braking (DB) resistor will be installed as necessary.
- Carpet controls are based on an Automation Direct Productivity 2000 PLC to match main controls.
- A 10" color HMI screen is installed in the cabinet door to provide for full system monitoring and control.
- The carpet PLC at the return and the main PLC's at the drive communicate with each other via Ethernet.
- The HMI touch-screens at both ends of the lift provide for full monitoring and annunciation of all lift functions at both ends of the lift.
- System includes new AC Breaker and contactors as necessary.

HEI SCOPE OF WORK:

- Design new low voltage controls for the lift
- Design new DC Drive system for the lift
- Design new loading carpet controls/drive system
- Design interface to existing auxiliary engine controls
- Design manual control system for magnetic retarder. NOTE: Our scope does not include specifying the actual retarder and/or designing the mounting and mechanical connection to tie the retarder in to the system
- Generate all required PLC and HMI programs
- Provide the required DC Drive programming/configuration
- Generate schematic diagrams for all systems designed
- Generate detailed bill of material as required
- Generate Connection diagrams as required

- Generate other written documentation as required
- Assist Diamond Peak in generating an RFP for panel fabrication and installation phases of the work. We will generate technical documentation only. Diamond Peak will be responsible for generating the overall RFP package that includes instructions to bidders, NRS legal requirements, postings, etc. Diamond Peak will also be responsible for administering the overall RFP process and contract award.
- Perform a factory QA inspection at the panel fabricators shop prior to the panels shipping.
- Generate required load test procedure
- Perform on-site start-up and debug of all equipment once installation is complete
- Provide telephone and/or e-mail tech support during the fabrication and installation phases of the project
- Conduct the acceptance test in the presence of any required inspectors and stakeholders
- Provide a PE certification of the completed upgrades

HEI EXCLUSIONS, LIMITATIONS and LIMIT OF LIABILITY:

- 1) This proposal is for professional services only as outlined above. We are providing no equipment, materials, hardware, fabrication, installation labor, and/or installation materials.
- 2) All equipment, materials, hardware, fabrication, installation labor and installation materials are to be provided by Diamond Peak at their expense.
- 3) As we are not providing any equipment, our warranty is limited to engineering issues only. We are providing no warranty for equipment, installation, quality of workmanship, and/or installation materials.
- 4) Diamond Peak will be responsible for obtaining and paying for any required permits, inspection fees, etc. that may be necessary in completing the project.
- 5) Diamond Peak will be responsible for providing, at their cost, the manpower necessary to operate the lift to enable all start-up, debug and testing activities.
- 6) Diamond Peak will be responsible for providing, at their cost, the manpower and ballast (weight) necessary to load the lift for the load test.
- 7) As this is an existing installation, our liability is limited specifically to the design/engineering of the upgrades describe herein. Heywood Engineering, Inc. as well as officers, directors, owners, shareholders, employees and associates of Heywood Engineering, Inc. accept no responsibility and/or liability for any of the existing electrical/control systems and/or components that are being maintained and/or any of the mechanical, structural, civil, and/or braking systems of the chairlifts. Further, we accept no responsibility and/or liability for the operation, maintenance and/or safety of the chairlifts.
- 8) Our design will be based on lift information provided to us by Diamond Peak personnel. Should any of the information provided be in error or omitted, and should such errors/omissions impact system functionality, design changes may be required and delays may be introduced. This is out of our control and such changes or delays would impact cost. Any such cost impacts are not the responsibility of Heywood Engineering, Inc.
- 9) With the exception of costs quoted for our services, budget costs provided herein for equipment, materials, labor, etc. are best estimates only. Heywood

Engineering, Inc. is not responsible for cost overruns. We will, if necessary, assist in “value engineering”.

- 10) We are not responsible for any “loss of use” costs should the time for installation, start-up, debug and/or testing take longer than expected.
- 11) HEI accepts no responsibility and/or liability for system downtime and/or lost revenue.
- 12) Our proposal is based on a set and fixed price as indicated below. If, however, we are on-site at the mutually agreed upon time and we cannot complete our work due to circumstances beyond our control, we reserve the right to charge for this “standby” time at our normal hourly rate plus associated expenses. This also applies to lost time due to mistakes and/or problems in the work of others.
- 13) Our quoted cost assumes that the panel fabricators shop will be in Phoenix, AZ. If a different fabricator is used, final cost may be adjusted to allow for differences in travel time and travel expenses to conduct the factory acceptance testing at the fabricator’s facility.
- 14) We are providing a design for manual control of a magnetic retarder. The design/specifying of the actual retarder as well as the design for the mounting and connection of the retarder is NOT included in our scope of work.

COST FOR HEI SERVICES:

Cost for our professional services is: **\$25,339.00**

The above quoted cost includes all travel time and expenses and covers the work described above as well as all exclusions and limitations. Desired terms are as follows:

- 40% upon delivery of design documents
- 30% upon completion of factory QA inspection and testing
- 30% upon completion of start-up and acceptance test

Invoices will be submitted as each payment comes due on terms of net 15. Payments are NOT subject to any retention.

OVERALL PROJECT BUDGET:

The following is an overall project budget. As indicated elsewhere, other than the cost for our services, all amounts indicated are for budget purposes and are “best estimates” based on our experience with past projects.

- Components and equipment for new lift controls: \$16,176.00 est.
- Components and equipment for new DC Drive: \$23,904.00 est.
- Components and equipment for new carpet drive/control: \$13,693.00 est.
- Components and equipment for aux upgrade & retarder Control \$ 4,000.00 est.
- Fabrication Labor for new equipment: \$19,440.00 est.
- **Total cost for equipment (this is the cost Diamond Peak will expect to pay for the complete and “Ready to Install” Drive, Control & Carpet Panels \$77,213.00 est.**

- Installation materials (conduit, wire, etc.): \$ 1,500.00 est.
- Heywood Engineering Services (firm cost): \$25,339.00
- **TOTAL PROJECT COST: \$104,052.00**

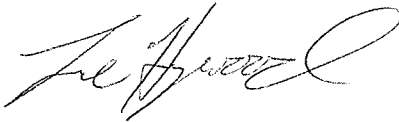
NOTE: The above budget prices do NOT include installation labor or the cost for a new com-line if required.

Project schedule will be as follows: We will require approximately 4 – 6 weeks to generate the engineering drawings and documents. Allow 3 - 4 weeks to get bids for equipment supply/fabrication, 4 – 6 weeks for panel fabrication and shop testing, 4 - 6 weeks for on-site installation and one week for start-up and testing. Total project time will be in the range of 16 – 23 weeks.

This proposal is valid for a period of 60 days from the above date and is subject to Heywood Engineering's standard terms and conditions.

Thank you for your continued interest in our services. If you have any questions or require additional information, please contact me at any time.

Best Regards,
Heywood Engineering, Inc.



Lance Heywood, P.E.
President

PROPOSAL ACCEPTANCE:

To accept this proposal, please sign and date where indicated below. Purchase order should reference HEI Proposal number 20DP1.

Proposal Accepted By:

Printed Name

Title

Date

Signature

PO Number

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**
*Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$ 128,500.00
Price, in Words:	One Hundred and Twenty Eight Thousand, Five Hundred Dollars

EQUIPMENT DELIVERY SCHEDULE

Guaranteed Delivery Date for All Equipment: August 28th, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on May 28th, 2020

If BIDDER is:

• **Individual:**

(Seal)

(Individual's Printed Name and Signature)

Doing Business as:

Business Address: _____

Phone Number: _____

• **Partnership:**

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

• **Corporation:**

(Corporate Seal)

The George T. Hall Company

Anaheim, CA (Corporation Name)

(State of Incorporation)

Mike Howard, Vice President Systems Integration

(Printed Name and Title of Person Authorized to Sign)


(Signature)

Michael Smith 
(Secretary's Printed Name and Signature)

Business Address: 1315 Greg Street, Suite 104 Sparks, NV 89431

Phone Number 775-356-7401

• **Joint Venture***:

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)



George T. Hall
Company

Controls | Automation | Solutions

www.georgethall.com

May 27th, 2020

Quote S1259727 - 2020 Diamond Peak Ski Lift Electrical Upgrades Project No. 3462HE1702

Incline Village General Improvement District (IVGID)
1220 Sweetwater Road
Incline Village, NV 89451

Please accept our proposal for the Diamond Peak Ski Lift Electrical Upgrades Project.
Thank you for considering the George T. Hall Company.

Scope of Work:

Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Project Total: \$128,500.00	
Shop Drawings Approved 10%:	\$12,850.00
Factory Acceptance Testing 5%:	\$6,425.00
Delivery of Equipment 75%:	\$96,375.00
As-Built Drawings Approved 5%:	\$6,425.00
Final Payment 5%:	\$6,425.00

Notes:

Installation of all equipment on site by others
Drive startup/commissioning on site by others
Sales Tax Not Included

Sincerely,

Nathan Henderson

Nathan Henderson
George T. Hall Company
nhenderson@georgethall.com
775-303-7173

CORPORATE OFFICE
ANAHEIM, CA 714.939.7100

LOS ANGELES, CA | SAN DIEGO, CA | LAS VEGAS, NV | RENO/SPARKS, NV

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, George T. Hall Company as Principal (hereinafter called the Principal), and the SureTec Insurance Company a corporation created and existing under the laws of the State of Texas, whose principal office is in 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042 as Surety (hereinafter called the Surety), are held and firmly bound unto **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** as Obligee (hereinafter called the Obligee), in the sum of five percent (5%) of the Lump Sum Bid amount Dollars (\$ 5%), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this 26 day of May, 2020.

Witness: [Signature]
Notary Public (Individual)

SUPPLIER: George T. Hall Company (Seal)
[Signature]
(Principal)

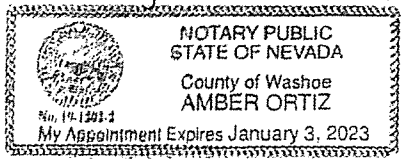
Attest: _____
(If Corporation)

By: VP System Integration
(Title)

State of Nevada
County of Washoe
This instrument was
acknowledged before me
On May 27, 2020.

SURETY: SureTec Insurance Company (Seal)
[Signature] Aidan Smock

By: Attorney-in-Fact
(Title)



UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM

TO : SAC, NEW YORK (100-100000)

FROM : SAC, NEW YORK (100-100000)

RE: [Illegible]

DATE: [Illegible]

BY: [Illegible]

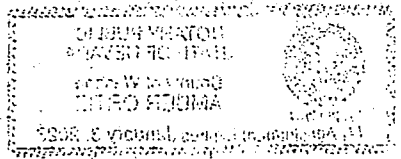
[Illegible body text]



[Handwritten signature]

[Illegible text]

[Handwritten notes]



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Aidan Smock, Richard Hallett, Marta Collett, Sandra Corona

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:


Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April A.D. 2020 .

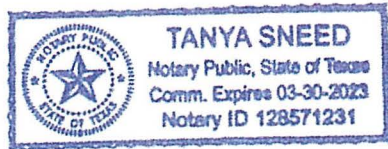
SURETEC INSURANCE COMPANY

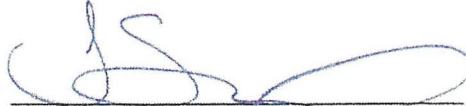
By: 
Michael C. Keimig, President



State of Texas SS:
County of Harris


On this 6th day of April A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of May, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510073
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

DECLASSIFICATION AUTHORITY

Authority is derived from the following: 1. Executive Order 11652, February 17, 1952, and subsequent orders, which provide for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

2. Executive Order 11759, August 14, 1955, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

DECLASSIFICATION AUTHORITY

Authority is derived from the following: 1. Executive Order 11652, February 17, 1952, and subsequent orders, which provide for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

2. Executive Order 11759, August 14, 1955, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

3. Executive Order 11888, June 19, 1957, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

4. Executive Order 11935, May 17, 1958, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

5. Executive Order 12065, March 4, 1961, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

6. Executive Order 12095, August 17, 1961, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

7. Executive Order 12128, February 22, 1962, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

8. Executive Order 12152, April 2, 1962, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

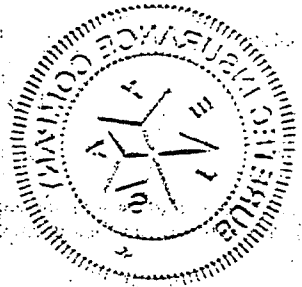
9. Executive Order 12177, June 18, 1962, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

10. Executive Order 12205, September 17, 1962, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

11. Executive Order 12261, March 19, 1963, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

12. Executive Order 12292, June 18, 1963, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.

13. Executive Order 12312, August 14, 1963, which provides for the automatic declassification of records and documents of the United States Government which are of a confidential nature and which are not required for the national defense.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On MAY 26 2020 before me, Sandra Corona, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

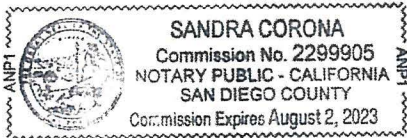
personally appeared Aidan Smock
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Sandra Corona
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

SAN DIEGO COUNTY
SHERIFF PUBLIC DEFENDER
Commission No. 2200025
SANDRA CORONA



May 26, 2020

Ms. Ronnie Rector, Public Works Contract Administrator
Incline Village General Improvement District
1220 Sweetwater Road,
Incline Village, NV 89451
(775) 832-1267, rlr@ivgid.com

RE: IVGID Project No. 342HE1702 – Ski Lift Motor Drive and Control Panel Equipment

Proposal: 217389-01

Dear Madam:

In accordance with the bid documents and supporting information, Keller Electrical Industries (KEI) proposes the following scope and budget for completing this work.

Bid Documents

This proposal is based upon bid drawings received May 15 from Incline Village General Improvement District (IVGID) dated March and April, 2020 and noted as being Revision 0.

This proposal is also based upon bid specifications received May 15 from IVGID dated April 25, 2020, and noted as being Revision 1. This proposal also reflects the additional notes published May 21-22, 2020.

Scope of Work

KEI has been asked to provide five (5) custom control panels for a chair lift at Diamond Peak Ski Area. The five panels are:

- Main Control Panel
- DC Drive Panel
- Return Station Load Conveyor Panel
- Two (2) Local Control Stations

The electrical elementary drawings were provided in the request to quote. Photographs of the existing control panels that are to be replaced were provided in the additional notes from May 21-22. KEI has been asked to provide drawings for this project. The scope of work here is assumed to be the physical layout drawings for the panels to be provided. KEI will procure all of the materials and assemble the panels in our Phoenix facility. Programming of the PLC equipment is to be provided by others. KEI is to provide Factory Acceptance Testing assistance at our facility for the Engineer of Record to perform. After acceptance, KEI is to package the panels for shipping and deliver, freight PPD and allowed, FOB jobsite. Installation on site is by others. This includes installation of materials shipped loose, such as the encoders and ancillary materials for same, and the “Photo eye amplifier” that is to be relocated from the existing Return Station Load Conveyor panel. A KEI technician shall be on site for installation supervision for six days – Tuesday, Wednesday and Thursday for two consecutive weeks.

1 Project Management

- a. Develop a manufacturing and delivery schedule detailing the equipment and services offered for this project.
- b. Attend project meetings.

- c. Provide material and labor reports and invoicing on a timely basis.
- d. Provide contract close-out documentation.

2 Engineering

- a. Produce detailed physical drawings for equipment manufacture and installation.
- b. Provide submittal review and construction QA/QC services.

3 Manufacturing and Supply of Equipment

- a. Fabricate and assemble electrical and control system equipment.
- b. Conduct a Factory Acceptance Test and provide written test reports.
- c. Deliver electrical and control system equipment to the project site.
- d. Provide installation supervision for the manufactured equipment.

4 Permitting, Construction, and Demolition

- a. By others

5 Testing and Startup Assistance

- a. Coordinate with owner and engineer to assure that plant electrical and control systems function in the intended manner.

6 Contract Closeout

- a. Provide "Record" or "As Built" drawings.
- b. Provide warranties for equipment, products, and systems.

7 Spare Parts

- a. Cost for spare parts is not included in this proposal.
- b. Upon request, KEI will furnish a priced list of recommended spare parts.

8 Schedule

- a. 2 weeks after Receipt of Order to provide shop drawings and equipment submittals.
- b. 10 weeks after receipt of drawing approval to fabricate and test equipment.

9 Exclusions and Clarifications

- a. Only work, equipment, and materials explicitly stated in this document are part of this proposal. KEI accepts the responsibility for the coordination and furnishing of small and incidental equipment and services normally associated with this type of work and for coordination with other disciplines. Any additional significant equipment, materials, or services will be furnished only upon execution of a change order.
- b. All other equipment and services not specifically mentioned in this scope of work nor defined above shall be the responsibility of others.
- c. This proposal is based upon KEI executing their work in reasonable coordination with other disciplines and entities. Additional KEI costs due to significant or extraordinary delays by others will be grounds for change orders.
- d. KEI reserves the right to withhold shipment of equipment and materials until payment has been received for all outstanding invoices.
- e. KEI will not supply personnel for startup or commissioning until payment has been received for all outstanding invoices.
- f. A 5% bid bond is included in this proposal.
- g. KEI is not responsible for on-site installation or startup of this equipment.

10 Exceptions to the Bid Documents

- a. No exceptions.

11 Taxes and Freight

- a. Transaction privilege taxes in accordance with Arizona Revised Statutes (A.R.S) Section 42-5075 are not included in this proposal. Upon request, KEI will furnish an estimate of taxes for this work. The Owner is to furnish KEI with tax exempt information if taxes are not to be charged.
- b. This proposal includes freight cost for delivery of KEI manufactured products to the project site.

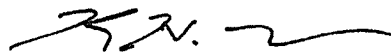
12 Warranty:

- a. The warranty period for KEI manufactured electrical and control equipment is 18 months from ship date or 12 months from startup date. During this period, KEI will repair or replace at no cost to owner any failed component or system.
- b. Unless noted differently, KEI will honor a manufacturer's warranty for all purchased equipment and will coordinate with the manufacturer to repair or replace the equipment in accordance with the manufacturer's warranty.
- c. The KEI warranty covers only KEI furnished equipment and explicitly excludes all costs of lost production, loss of facility availability, and any and all other incidental costs.
- d. KEI will make every effort to honor the warranty in a timely manner. Delays in getting parts or equipment from manufacturers may affect the time to implement repairs or replacement.

13 Payment Terms and Conditions:

Description	Percentage
Upon receipt of approved submittal drawings	10%
Upon completion of Factory Acceptance testing	5%
Upon delivery of Equipment	75%
Upon delivery of As-Built drawings & documents	5%
Final Payment	5%

KEI appreciates the opportunity to furnish this proposal. We have made every effort to assure that the proposed equipment and services will satisfy your requirements. Should you have any questions, comments, concerns or require further clarification, please feel free to contact me at your convenience.



Kevin H. Baker, P.E.
Sr. Electrical Engineer
Keller Electrical Industries, Inc.
1881 E. University Dr.
Phoenix, AZ 85034
O: (602) 437-3015
F: (602) 437-8163

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**
*Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number
Q&A - 5/22/20
Photos of Existing Cabinets

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES**

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$ 116,173.00
Price, in Words:	One hundred, sixteen thousand, one hundred seventy three 00/100

EQUIPMENT DELIVERY SCHEDULE

Assuming contract award of 7/1, and

Guaranteed Delivery Date for All Equipment: drawing approval 7/22 - September 30, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

Cody R. Eslick
1881 E. University Ave.
Phoenix, AZ 85034
ceslick@kellerelectrical.com
11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on May 28, 2020

If BIDDER is:

• **Individual:**

(Seal)

(Individual's Printed Name and Signature)

Doing Business as:

Business Address: _____

Phone Number: _____

• **Partnership:**

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

• **Corporation:**

(Corporate Seal)

Keller Electrical Industries, Inc.


Arizona (Corporation Name)

(State of Incorporation)

Cody Eslick

(Printed Name and Title of Person Authorized to Sign)


(Signature)


(Secretary's Printed Name and Signature)

Business Address: 1881 E. University Dr.

Phone Number (602) 437-3015

• **Joint Venture***:

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, Keller Electrical Industries, Inc. as Principal (hereinafter called the Principal), and the Western Surety Company a corporation created and existing under the laws of the State of South Dakota, whose principal office is in Chicago, IL as Surety (hereinafter called the Surety), are held and firmly bound unto INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT as Obligee (hereinafter called the Obligee), in the sum of Five Percent of the Total Amount Bid Dollars (*** 5% TAB ***), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this 28th day of May, 2020.

Witness: _____
(Individual)

Attest: _____
(If Corporation)

SUPPLIER: _____ (Seal)

Keller Electrical Industries, Inc.

By: _____
(Principal)
(Title)

SURETY: _____ (Seal)

Western Surety Company

By: _____
(Title)
Susan E. Hurd, Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Debra J Fischer, Susan E Hurd, Michael M Hylant, Judy K Wilson, Robert A Brewster, Individually

of Dublin, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of March, 2018.

WESTERN SURETY COMPANY



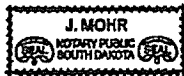
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT OF PRINCIPAL:

STATE OF

COUNTY OF

On this 28th day of May, 2020 before me personally appeared Adam M. Mahan, known to, me to be the CEO of Keller Electrical Industries, Inc.

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL) Pam Brake
Notary Public in the State of
County of Franklin



PAM BRAKE
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Fairfield County
My Comm. Exp. 6/6/2022

ACKNOWLEDGMENT OF SURETY:

STATE OF **Ohio**

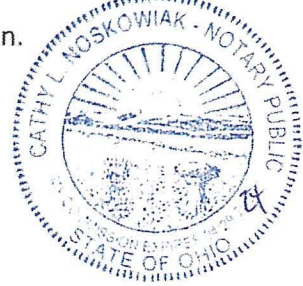
COUNTY OF **Franklin**

On this 28th day of May, 2020 before me personally appeared Susan E. Hurd, known to, me to be the Attorney-In-Fact of Western Surety Company, the corporation that executed

the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(SEAL) Cathy L. Noskowiak
Notary Public in the State of **Ohio**
County of **Franklin**



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$	1,943,152,245
Stocks		27,166,227
Cash, cash equivalents, and short-term investments		27,903,793
Receivables for securities		-
Investment income due and accrued		17,854,019
Premiums and considerations		56,706,652
Amounts recoverable from reinsurers		1,307,522
Current federal and foreign income tax recoverable and interest thereon		2,678,469
Net deferred tax asset		11,798,536
Receivable from parent, subsidiaries, and affiliates		12,821,583
Other assets		601
Total Assets	\$	<u>2,101,389,646</u>

LIABILITIES AND SURPLUS

Losses	\$	206,051,147
Loss adjustment expense		52,124,445
Commissions payable, contingent commissions and other similar charges		9,862,381
Other expenses (excluding taxes, license and fees)		3,624
Taxes, license and fees (excluding federal and foreign income taxes)		3,875,999
Federal and foreign income taxes payable		-
Unearned premiums		248,521,840
Advance premiums		6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)		1,673,524
Amounts withheld or retained by company for account of others		5,332,206
Provision for reinsurance		290,516
Payable to parent, subsidiaries and affiliates		2,905
Payable on security transactions		-
Other liabilities		97,836
Total Liabilities	\$	<u>533,948,430</u>

Surplus Account:

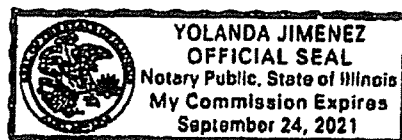
Common stock	\$	4,000,000
Gross paid in and contributed surplus		280,071,837
Unassigned funds		1,283,369,380
Surplus as regards policyholders	\$	<u>1,567,441,217</u>
Total Liabilities and Capital	\$	<u>2,101,389,646</u>

I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Amy Smith
Senior Vice President

Subscribed and sworn to me this 11 day of March 2020
My commission expires:



By Yolanda Jimenez
Notary Public

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$ 96,800.00
Price, in Words:	Ninty Six Thousand Eight Hundred Dollars and No Cents

EQUIPMENT DELIVERY SCHEDULE

Guaranteed Delivery Date for All Equipment: September 30, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

Frank Kretz
frank.kretz@missioncc.com
408-848-5250 x10
11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on May 28, 2020

If BIDDER is:

• Individual:

(Seal)

(Individual's Printed Name and Signature)

Doing Business as: _____

Business Address: _____

Phone Number: _____

• Partnership:

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

• Corporation:

(Corporate Seal)

Mission Control Company, Inc.

(Corporation Name)

California

(State of Incorporation)

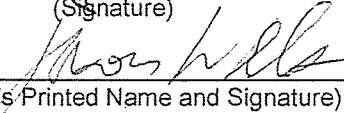
Frank Kretz (President)

(Printed Name and Title of Person Authorized to Sign)



(Signature)

Jason Wells



(Secretary's Printed Name and Signature)

Business Address: 305 Mayock Road, Unit H, Gilroy CA 95020

Phone Number: 408-848-5250

• **Joint Venture***:

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement

Exceptions/Clarifications

- BOM Device ID 17EN1 is a field mounted device and is not included in our proposal.
- BOM Device ID 37EN1 is a field mounted device and is not included in our proposal.

Mechanics Bank
(800) 942-6222

CASHIER'S CHECK

76007045
90-3842

Date
May 20, 2020

Payee Incline Village General
Improvement District

Amount

\$4,840.00

Please Return

REMITTER
Frank Kretz

NON - NEGOTIABLE CLIENT COPY

Memo

If this check is lost, destroyed or stolen, the bank will require the payee or remitter to deliver a claim to the bank. The claim will include the bank's Declaration of Loss form signed under penalty of perjury. The bank is not obligated to pay the amount of the check until the later of the date of the claim or the 90th day from the date of the check. If the bank has paid the check before the 90th day, the bank will not be required to pay the claim.

PRINTED ON WATERMARK SECURITY PAPER - HOLD TO LIGHT TO VIEW. THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.

Mechanics Bank
(800) 942-6222

CASHIER'S CHECK

76007045
90-3842

Date
May 20, 2020



Pay Four Thousand Eight Hundred Forty and 00/100ths Dollars

Amount

\$4,840.00

Two Signatures Required for Amounts Over \$5,000.00

To The Incline Village General
Order Of Improvement District

Nathan Wade
Authorized Signature

REMITTER Frank Kretz

Memo

Authorized Signature

⑈076007045⑈ ⑆122238420⑆ 001900005⑈

Security features are indicated. Details on back.

ENDORSE HERE:

X

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USAGE ONLY

Original Document



The following security features (and others not listed) exceed industry standards:

Security Features

Security Screen

Chemical Sensitivity

Patlock Icon

Document appearance if altered:

• Absence of modification of "Original Document" screen on back of check

• Colored stains or spots appear with chemical alteration

• Absence of patlock icon

©2004 First Data Bank, a contribution work of Check Payment Systems Association

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

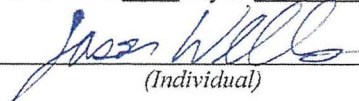
That we, Mission Controls Company, Inc. as Principal (hereinafter called the Principal), and the _____ a corporation created and existing under the laws of the State of _____, whose principal office is in _____ as Surety (hereinafter called the Surety), are held and firmly bound unto **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** as Obligee (hereinafter called the Obligee), in the sum of Four Thousand Eight Hundred Forty Dollars (\$ 4,840.00), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

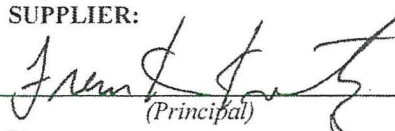
WHEREAS, the Principal has submitted a bid for:

Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this 20 day of May, 2020.

Witness: 
(Individual)

SUPPLIER: _____ (Seal)

(Principal)

Attest: _____
(If Corporation)

By: President
(Title)

SURETY: _____ (Seal)

By: _____
(Title)

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
DIAMOND PEAK
2020 SKI LIFT ELECTRICAL UPGRADES**



**PROCUREMENT CONTRACT DOCUMENTS
SKI LIFT MOTOR DRIVE AND CONTROL PANEL
EQUIPMENT
IVGID PROJECT NO. 3462HE1702**

Prepared by:

Heywood Engineering, Inc

Reno, NV

May, 2020

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
DIAMOND PEAK
2020 SKI LIFT ELECTRICAL UPGRADES

SKI LIFT MOTOR DRIVE AND CONTROL PANEL EQUIPMENT
PROCUREMENT

Table of Contents

CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

PROCUREMENT BID FORM

BID BOND

PROCUREMENT AGREEMENT BETWEEN BUYER AND SELLER

PROCUREMENT GENERAL CONDITIONS

PROCUREMENT SUPPLEMENTARY CONDITIONS

GENERAL REQUIREMENTS

TECHNICAL GUIDELINES (pages 1 – 5)

REFERENCE DOCUMENTS

DRAWINGS – LAKEVIEW LIFT

- Drawing 20-S04-01.Drive.SCH. Overall schematic for low voltage control system.(sheets 0 – 44)
- Drawing 20-S04-01.Return.SCH. Schematics for return station control and loading carpet drive panel. (sheets 1 – 23)
- Drawing 20-S04-01.OpStations.SCH. Schematics of the drive and return station operator control panels. (sheets 1 – 3)

BILL OF MATERIALS – LAKEVIEW LIFT

- Document 20-S04-01.BOM. Bill of materials for the overall system. (pages 1 – 20)

TERMINAL STRIP LIST – LAKEVIEW LIFT

- Document 20-S04-01.LIS (pages 1 – 25)

This page intentionally left blank.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

INVITATION TO BID

Sealed proposals will be received at the office of the Incline Village General Improvement District (IVGID), 1220 Sweetwater Road, Incline Village, Washoe County, Nevada, until 10:00 a.m., May 28, 2020, at which time they will be publicly opened and read for:

Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades

**Ski Lift Motor Drive and Control Panel Equipment Procurement
Project No. 3462HE1702**

The work includes:

Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Procurement Contract Documents, including Technical Specifications, may be obtained by contacting the Incline Village GID Engineering Division office at 775-832-1267. Any questions concerning the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents should be directed to Ronnie Rector, Public Works Contracts Administrator, 775-832-1267.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Procurement General Conditions, EJCDC Document P-700 (2010 Edition), have the meanings assigned to them in the Procurement General Conditions. The term, "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

Owner – Incline Village General Improvement District (IVGID)

Engineer – IVGID Engineering Division

Design Engineer – Heywood Engineering, Inc.

2.0 COPIES OF BIDDING DOCUMENTS

2.1 Complete Sets of the Bidding Documents may be obtained from Engineer.

2.2 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids for furnishing the goods and special services and do not confer a license or grant for any other use.

3.0 QUALIFICATIONS OF BIDDERS

Only Bids submitted by Bidders with at least five years of experience and history constructing/building industrial electrical and control equipment will be considered by the Owner. Bidder must operate and maintain a fabrication shop and staff capable of building the equipment in a professional and workman-like manner and meeting the requirements outlined in the Bidding Documents for fabrication and factory acceptance testing.

4.0 EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Contract Documents thoroughly, (b) become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or furnishing the goods and special services, (c) study and carefully correlate Bidder's observations with the Procurement Contract Documents, and (d) if specified, or if, in Bidder's judgment, any local condition may in any manner affect cost, progress or furnishing of goods and special services, visit the site to become familiar with local conditions.

4.2 Upon request, Owner will provide each Bidder with access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid. To schedule a site visit, Bidder shall contact Ronnie Rector, Contracts Administrator, (775-832-1267).

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Procurement Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the goods and special services.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

5.0 INTERPRETATIONS

All questions about the meaning or intent of the Procurement Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.0 BID SECURITY

As defined in Article 9 of Bid Form.

7.0 CONTRACT TIME

See applicable provisions of the Procurement Agreement and the Procurement General Conditions.

8.0 LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Procurement Agreement.

9.0 SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute item of materials or equipment may be furnished or used by Supplier, if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Procurement Agreement. The procedure for submission of any such application by Supplier and consideration by Engineer is set forth in Paragraph 5.04 of the Procurement General Conditions which may be supplemented in the Procurement General Requirements.

10.0 PROCUREMENT BID FORM

10.1 The Procurement Bid Form is attached hereto; additional copies may be obtained from Engineer.

10.2 Procurement Bid Form must be completed in ink or by typewriter or in electronic typewritten format. The bid price of each item on the form must be stated in words and numerals.

10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signature.

10.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Procurement Bid Form).

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

10.7 The address to which communications regarding the bid are to be directed must be shown.

11.0 SUBMISSION OF BIDS

Bids must be submitted at the time and place indicated in the Invitation to Bid, and must be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation, "BID ENCLOSED" on the face thereof. Submit one (1) wet signed copy of the Procurement Bid Form.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder will not be permitted to modify its Bid but may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the goods and special services to be furnished under the Procurement Documents.

13.0 OPENING OF BIDS

Bids will be opened publicly and will be read aloud at 10:00 a.m. on May 28, 2020. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14.0 BIDS TO REMAIN OPEN

All Bids shall remain open for sixty (60) days after the date of the Bid opening, but Owner may, at his sole discretion, release any Bid and return the Bid security prior to that date.

15.0 AWARD OF CONTRACT

15.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms.

15.3 Owner may consider performance data, and guarantees of materials and equipment.

15.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders to

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

furnish the Goods and Special Services in accordance with the Procurement Contract Documents to Owner's satisfaction within the prescribed time.

- 15.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 15.6 The contract, if awarded, will be awarded to the lowest Bidder(s) based upon Owner's evaluation which indicates that the award will be in the best interest of Owner. The Owner reserves the right to purchase materials from multiple vendors.
- 15.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid Opening. Owner anticipates issuing Notice of Award no later than July 1, 2020.

16.0 BID, PERFORMANCE, AND OTHER BONDS

A five percent (5%) Bid Bond is required as defined in Article 9 of the Bid Form.

17.0 SIGNING OF PROCUREMENT AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Procurement Agreement and all other Procurement Contract Documents. Within fifteen (15) days thereafter, Supplier shall sign and deliver three counterparts of the Procurement Agreement to Owner with all other Procurement Contract Documents attached. Within ten (10) days thereafter Owner will deliver one fully signed counterpart to Supplier.

18.0 SPECIAL REQUIREMENTS

The Bid amount submitted for the specified goods and services, and, unless otherwise specified in the Procurement Contract Documents is FOB destination (freight included) to the delivery address. Unless otherwise specified in the Procurement Agreement, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the Owner, or in lieu thereof, the Owner shall provide the Bidder with a tax exemption certificate acceptable to the applicable taxing authority.

19.0 APPEAL BY BIDDERS

Prior to award by Owner, any Bidder may appeal a pending bid award. The appellant must:

- 19.1 Submit a written protest to the Owner's contract administrator within five (5) workdays after the bid opening.
- 19.2 Describe, in the written protest, the issues to be addressed on appeal including the applicable provisions of law violated.
- 19.3 Post, with the written protest, a bond with a surety meeting the requirements of SC 4.01 authorized to do business in this state or submit other security in a form approved by Owner who will hold the bond or security until a determination is made on the appeal.
- 19.4 Post the bond or other security in the amount of 25 percent of the total dollar value of the appellant's bid, up to a maximum bond or other security amount of \$250,000.00.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

- 19.5** A notice of protest in accordance with the provision of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the public body on the protest.
- 19.6** Not seek any type of judicial intervention until Owner has rendered its final decision on the protest.
- 19.7** Neither a public body nor any authorized representative of the public body is liable for any costs, expenses, attorney's fee, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.
- 19.8** If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the public body in an amount equal to the expenses incurred by the public body because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

This page intentionally left blank.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

PROCUREMENT BID FORM

PROJECT IDENTIFICATION: **2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

IVGID PROJECT NUMBER: **3462HE1702**

THIS BID IS SUBMITTED TO: **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**
*Public Works Department
1220 Sweetwater Road
Incline Village, NV 89451*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Agreement with Owner in the form included in the Procurement Contract Documents to furnish all goods and services as specified or indicated in the Procurement Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Procurement Contract Documents.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Procurement Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Addendum Number

2. Bidder has familiarized itself with the nature and extent of the Procurement Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
3. Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
4. This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; Bidder has neither directly nor indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has neither solicited nor induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
5. Bidder shall provide the goods and services for the following lump sum price, FOB Incline Village, Nevada, as detailed in the Procurement Contract Documents. Note that IVGID is exempt from paying State of Nevada local sales and use taxes. Do not include sales taxes in the Price amounts filled in below. Please complete the following:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

LUMP SUM BID

Scope: Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

Price, in Numbers:	\$
Price, in Words:	

EQUIPMENT DELIVERY SCHEDULE

Guaranteed Delivery Date for All Equipment: _____, 2020

6. Bidder agrees that the work will be substantially completed and ready for final payment in accordance with Article 10 of the Procurement General Conditions within time established in Article 5 of the Procurement Agreement.
7. Bidder accepts the provisions of the Procurement Agreement as to liquidated damages in the event of failure to complete the work on time.
8. Bidder shall provide one (1) copy of the following information with this Bid:
 - 8.1 List of any/all requested minor exceptions to the 2020 Diamond Peak Ski Lift Electrical Upgrades – Ski Lift Motor Drive and Control Panel Equipment Procurement Contract Documents.
9. The following documents are attached to and made a condition of this Bid:
 - 9.1 Bid Security: In the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the Lump Sum Bid amount.
 - 9.2 Additional information provided by Bidder and submitted with Bid.
10. Communications concerning this Bid shall be addressed to the address of Bidder as indicated at the end of this section, or at the following address:

11. The terms used in this Bid which are defined in the Procurement General Conditions of the Procurement Contract Documents, and are included as part of the Procurement Contract Documents have the meanings assigned to them in the Procurement General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SUBMITTED on _____, 2020

If BIDDER is:

• **Individual:**

(Seal)

(Individual's Printed Name and Signature)

Doing Business as:

Business Address:

Phone Number:

• **Partnership:**

(Seal)

(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address:

Phone Number:

• **Corporation:**

(Corporate Seal)

(Corporation Name)

(State of Incorporation)

(Printed Name and Title of Person Authorized to Sign)

(Signature)

(Secretary's Printed Name and Signature)

Business Address:

Phone Number

• **Joint Venture***:

(Seal)

(Printed Name and Signature)

(Address)

(Printed Name and Signature)

(Address)

(*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

BID BOND

Any singular reference to Supplier, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as Principal (hereinafter called the Principal), and the _____ a corporation created and existing under the laws of the State of _____, whose principal office is in _____ as Surety (hereinafter called the Surety), are held and firmly bound unto **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** as Obligee (hereinafter called the Obligee), in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Article 1 - Incline Village General Improvement District
2020 Diamond Peak Ski Lift Electrical Upgrades
Ski Lift Motor Drive and Control Panel Equipment Procurement**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such warranty bond as may be specified in the bidding or contract documents with good and sufficient surety for Obligee's warranty obligation under such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 2020.

Witness: _____
(Individual)

SUPPLIER: _____ (Seal)

Attest: _____
(If Corporation)

By: _____
(Principal)

(Title)

SURETY: _____ (Seal)

By: _____
(Title)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

THIS PAGE INTENTIONALLY LEFT BLANK

PROCUREMENT AGREEMENT

THIS AGREEMENT is dated as of **TBD** by and between the **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** ("Buyer") and **TBD**. ("Seller"). Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - GOODS AND SPECIAL SERVICES

Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents.

ARTICLE 2 - THE EQUIPMENT

The Equipment and services to be provided under these Procurement Contract Documents are generally described as follows:

Manufacturing, factory testing, and delivery of five (5) ski lift drive and control panels. Panel fabrication consists of one (1) low voltage control systems panels, one (1) combined DC drive system and control system panel, and two (2) remote station control panels. Drive and control panels will be installed at the Diamond Peak Ski Resort by IVGID's construction contractor. Also included in this procurement is the supply of Shop Drawings prior to fabrication, factory acceptance testing support, inspection of equipment upon delivery, supply of As-Built Drawings upon delivery, and manufacturer's field services.

ARTICLE 3 - ENGINEER

3.01 Where the term Engineer is used in the Procurement Contract Documents, it is defined to be the IVGID Engineering Department.

3.02 The Procurement Contract Documents for the Goods and Special Services have been prepared by:

Heywood Engineering, Inc.
PO BOX 18420
Reno, NV 89511

Lance Heywood, P.E.
President
775-852-2016
lance@heywoodengineering.com

...hereinafter called the Design Engineer and who is to assume all duties and responsibilities, and have the rights and authority assigned to Design Engineer in the Procurement Contract Documents in connection with the furnishing of Goods and Special Services.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

ARTICLE 4 - POINT OF DESTINATION

- 4.01 The place where the Goods are to be delivered is defined in the Procurement General Conditions as the Point of Destination and is designated as:

Diamond Peak Ski Resort
1210 Ski Way
Incline Village, Nevada 89451
775-832-1177

ARTICLE 5 - CONTRACT TIMES

- 5.01 Time of the Essence

The delivery of Goods and the furnishing of Special Services as stated in the Procurement Contract Documents are the essence of the Contract.

- 5.02 Date for Submittal of Shop Drawings

All Shop Drawings and Samples required by the Procurement Contract Documents shall be submitted to Engineer for review and approval within two (2) weeks of the date of Notice to Proceed.

- 5.03 Days to Achieve Delivery of Goods

- A. Based on mutual agreement, the Goods are to be delivered to the Point of Destination and ready for installation contractor's receipt of delivery no later than **(TBD)**.
- B. Delivery shall be made between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding holidays.

- 5.04 Factory Acceptance Testing

To be scheduled with the Design Engineer upon completion of fabrication and prior to shipment.

- 5.05 Liquidated Damages

Buyer and Seller recognize that time is of critical importance in the execution of this Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500.00 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods in accordance with the Procurement Contract Documents. However, no liquidated damages will be assessed against Seller unless Seller is late in delivering Goods and Special Services according to the mutually agreed upon delivery schedule and Seller's late delivery adversely impacts Buyer's overall Project critical path schedule. Payment of liquidated damages shall be Seller's sole liability and Buyer's sole remedy for late delivery. In no event shall

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

the total liquidated damages amount pertaining to late delivery exceed ten percent (10%) of the Contract Price.

ARTICLE 6 - CONTRACT PRICE

Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds as follows: A Lump Sum of TBD Dollars (\$TBD).

ARTICLE 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

Seller shall submit Applications for Payment in accordance with the Procurement General Conditions. Applications for Payment will be processed by Buyer based on submittals by the Seller.

7.02 Progress Payments

Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as provided in the Procurement General Conditions. The following progress payments will be made to Seller:

<u>Progress Payment Milestone</u>	<u>Pay Amount</u>
Shop Drawings Approved	10% of Contract Price
Factory Acceptance Testing	5% of Contract Price
Delivery of Equipment	75% of Contract Price
As-Built Drawings Approved	5% of Contract Price
Final Payment	5% of Contract Price

7.03 Final Payment.

Seller can request Final Payment when all punch list items have been addressed, all spare parts have been delivered, all training has been provided, and final as-built documentation has been submitted, all to the satisfaction of Buyer. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay the remainder of the Contract Price.

ARTICLE 8 - SELLER'S REPRESENTATIONS

8.01 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

- A. Seller has examined and carefully studied the Procurement Contract Documents and the other related data identified in the Bidding Documents.
- B. If specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress or the furnishing of the Goods and Special Services.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

- C. Seller is familiar with and is satisfied as to all local federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Goods and Special Services.
- D. Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any, to the Point of Destination, with the Procurement Contract Documents.
- E. Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution thereof by Buyer is acceptable to Seller.
- F. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement;
 - 2. Procurement General Conditions;
 - 3. Procurement Supplementary Conditions;
 - 4. Technical Guidelines and Reference Documents as listed in Table of Contents of the Procurement Contract Documents dated May, 2020;
 - 5. Exhibits to this Procurement Agreement (enumerated as follows):
 - A. Seller's Bid dated **TBD** and information submitted with Bid;
 - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - A. Notice to Proceed;
 - B. Written Amendment(s);
 - C. Change Order(s);
 - D. Field Order(s);
 - E. Engineer's Written Interpretation(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above.
- D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the Procurement General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Successors and Assigns

Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Contract Documents.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES**

10.02 Severability

Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Procurement Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.03 Other Provisions

In the event of a dispute regarding interpretation, enforcement of, or a parties' performance under the Contract, the parties shall first engage in mediation, initiated by the written request of any part. The parties agree to share equally the cost of any such mediation process; however, they agree to assume the expense of their own counsel. Venue for any mediation shall be within Washoe County, Nevada. Commencement of mediation shall not affect any of the rights or obligations of either party hereunder, all of which shall continue to be performed on a timely basis. If the dispute(s) is (are) not resolved through mediation, and is (are) litigated, the prevailing party shall be entitled to reasonable attorney fees and costs. In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

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

Seller:
Agreed to:

By: _____
Michael Bandelin
Diamond Peak Ski Resort General Manager

By: _____
Signature of Authorized Representative

Print or Type Name

Buyer's Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1125 - Phone
Email: mlb@ivgid.org

Seller's Address for Giving Notice:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

THIS PAGE INTENTIONALLY LEFT BLANK.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Copyright © 2010:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
<http://www.nspe.org>

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
<http://www.acec.org>

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
<http://www.asce.org>

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for EJCDC P-700 is owned jointly by the four EJCDC sponsoring organizations listed above. The National Society of Professional Engineers (NSPE) is the Copyright Administrator for the EJCDC documents; please direct all inquiries and requests regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the four sponsoring organizations above.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	1
1.01 Defined Terms	1
1.02 Terminology	3
ARTICLE 2 - PRELIMINARY MATTERS	3
2.01 Delivery of Bonds	3
2.02 Evidence of Insurance	3
2.03 Copies of Documents	4
2.04 Commencement of Contract Times; Notice to Proceed	4
2.05 Designated Representatives	4
2.06 Progress Schedule	4
2.07 Preliminary Conference	4
2.08 Safety	4
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING	4
3.01 Intent	4
3.02 Standards, Specifications, Codes, Laws and Regulations	5
3.03 Reporting and Resolving Discrepancies	5
3.04 Amending and Clarifying Contract Documents	5
ARTICLE 4 - BONDS AND INSURANCE	6
4.01 Bonds	6
4.02 Insurance	6
4.03 Licensed Sureties and Insurers	6
ARTICLE 5 - SELLER’S RESPONSIBILITIES	6
5.01 Supervision and Superintendence	6
5.02 Labor, Materials and Equipment	7
5.03 Laws and Regulations	7
5.04 Or Equals	7
5.05 Taxes	8
5.06 Shop Drawings and Samples	8
5.07 Continuing Performance	9
5.08 Seller’s Warranties and Guarantees	9
5.09 Indemnification	10
5.10 Delegation of Professional Design Services	10
ARTICLE 6 - SHIPPING AND DELIVERY	11
6.01 Shipping	11
6.02 Delivery	11
6.03 Risk of Loss	11
6.04 Progress Schedule	11
ARTICLE 7 - CHANGES: SCHEDULE AND DELAY	11
7.01 Changes in the Goods and Special Services	11
7.02 Changing Contract Price or Contract Times	12

ARTICLE 8 - BUYER'S RIGHTS.....	12
8.01 Inspections and Testing.....	12
8.02 Non-Conforming Goods or Special Services.....	13
8.03 Correction Period.....	14
ARTICLE 9 - ROLE OF ENGINEER.....	14
9.01 Duties and Responsibilities.....	14
9.02 Clarifications and Interpretations.....	14
9.03 Authorized Variations.....	14
9.04 Rejecting Non-Conforming Goods and Special Services.....	14
9.05 Decisions on Requirements of Contract Documents.....	14
9.06 Claims and Disputes.....	15
ARTICLE 10 - PAYMENT.....	15
10.01 Applications for Progress Payments.....	15
10.02 Review of Applications for Progress Payments.....	16
10.03 Amount and Timing of Progress Payments.....	16
10.04 Suspension of or Reduction in Payment.....	16
10.05 Final Application for Payment.....	17
10.06 Final Payment.....	17
10.07 Waiver of Claims.....	17
ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION.....	17
11.01 Cancellation.....	17
11.02 Suspension of Performance by Buyer.....	17
11.03 Suspension of Performance by Seller.....	18
11.04 Breach and Termination.....	18
ARTICLE 12 - LICENSES AND FEES.....	19
12.01 Intellectual Property and License Fees.....	19
12.02 Seller's Infringement.....	19
12.03 Buyer's Infringement.....	19
12.04 Reuse of Documents.....	19
12.05 Electronic Data.....	20
ARTICLE 13 - DISPUTE RESOLUTION.....	20
13.01 Dispute Resolution Method.....	20
ARTICLE 14 - MISCELLANEOUS.....	20
14.01 Giving Notice.....	20
14.02 Controlling Law.....	21
14.03 Computation of Time.....	21
14.04 Cumulative Remedies.....	21
14.05 Survival of Obligations.....	21
14.06 Entire Agreement.....	21

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by

Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.

16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain

administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed

Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.

2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.
3. The word “receipt” when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
5. The word “furnish,” when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.

C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 *Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured

identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 *Copies of Documents*

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 *Designated Representatives*

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor.

Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

- 1. *Seller's Review of Contract Documents Before the Performance of the Contract:* Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
- 2. *Seller's Review of Contract Documents During the Performance of the Contract:* If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of

any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.

- 3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

- B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- 1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- 2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments

subsequently shall be duly set forth in a Change Order.

- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 3. Engineer's written interpretation or clarification.

ARTICLE 4 - BONDS AND INSURANCE

4.01 *Bonds*

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the

requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 - SELLER'S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its

obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer's instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller's compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that:
 - 1) it is at least equal in quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has an acceptable record of performance and availability of responsive service; and
 - b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed item will conform

substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 Taxes

- A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 Shop Drawings and Samples

- A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.
- B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:
 - a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and
 - b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.
2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.
4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.

3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the

Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
4. normal wear and tear under normal usage.

- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;
2. recommendation by Engineer or payment by Buyer of any progress or final payment;
3. use of the Goods by Buyer;
4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
6. any inspection, test or approval by others; or

7. any correction of non-conforming Goods and Special Services by Buyer.

- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors,

partners, employees, agents, and consultants arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design

drawings) will be only for the purpose stated in Paragraph 5.06.D.2.

- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 - SHIPPING AND DELIVERY

6.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected

Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 - CHANGES; SCHEDULE AND DELAY

7.01 *Changes in the Goods and Special Services*

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.

- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

ARTICLE 8 - BUYER'S RIGHTS

8.01 *Inspections and Testing*

7.02 *Changing Contract Price or Contract Times*

A. *General:*

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.
- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt

notice thereof. If on the basis of said inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.

3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer.

If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 - ROLE OF ENGINEER

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

- E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. Buyer's Rejection of Conforming Goods:

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 Correction Period

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed

9.01 Duties and Responsibilities

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 Decisions on Requirements of Contract Documents

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer

in writing with a request for a formal decision in accordance with this paragraph.

- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of

such Claim in accordance with the dispute resolution procedures set forth in Article 13.

- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 - PAYMENT

10.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 - 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 - 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or

other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 *Review of Applications for Progress Payments*

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.
1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
 2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically

assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.

3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents,

and Seller has failed to provide adequate assurances within ten days of Buyer's written request.

- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

10.07 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 - CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:

1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,
2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to

cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
 - b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 - LICENSES AND FEES

12.01 *Intellectual Property and License Fees*

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 *Seller's Infringement*

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.

- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings,

Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 - DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation

Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.

- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process, or
 - 3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 - MISCELLANEOUS

14.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available

to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

14.06 *Entire Agreement*

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

This page intentionally left blank.

PROCUREMENT SUPPLEMENTARY CONDITIONS

These Procurement Supplementary Conditions (SC) amend or supplement the Procurement General Conditions (GC). All provisions which are not so amended or supplemented remain in full force and effect.

Article 4 – BONDS AND INSURANCE

SC-4.01.B BONDS: Add the following to GC-4.01.B:

“All Sureties and Insurance Companies shall be authorized to do business in the State of Nevada and shall have an A.M. Best rating of “A (FSC-VII)” or better. In the event that the Insurer fails to maintain an A.M. Best rating of “A (FSV-VII)” or better, the Seller shall immediately retain a Surety which does meet the above requirement.”

SC-4.02.A INSURANCE:

INSURANCE REQUIREMENTS

- A. **Commercial Insurance:** Seller shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Seller, his/her agents, representatives, employees, or subcontractors. Seller shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Seller shall have a Certificate of Insurance issued to the Buyer naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to Buyer in the event of material change, termination or non-renewal by either Seller or carrier.
- B. **General Liability:** Seller shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- C. **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Seller or any Subcontractor by the Buyer; and in view of the requirements that Seller comply with the provisions of Chapters 616 and 617 of NRS, Seller shall, before commencing work under the provisions of this Agreement, furnish to the Buyer a Certificate of Insurance from an admitted insurance company in the State of Nevada.

Article 5 – SELLER'S RESPONSIBILITIES

SC-5.05.A TAXES: Delete GC-5.05.A in its entirety and replace it with the following:

“Seller shall be responsible for all taxes and duties arising out of the manufacturing of the Goods and the furnishing of Special Services. The Bid Amount and Contract Price shall not include state or local sales or use taxes. Buyer will provide Tax Exempt Status documentation upon request.”

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
2020 DIAMOND PEAK SKI LIFT ELECTRICAL UPGRADES

SC-5.08.B SELLER'S WARRANTIES AND GUARANTEES: Delete GC-5.08.B in its entirety and replace it with the following:

"Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents and to the standard established by any Sample approved by the Engineer. Buyer shall be entitled to rely on Seller's standard guarantee, and a 1 year warranty. If the Contract Documents do not specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.

SC-5.09.A INDEMNIFICATION: Delete GC-5.09.A in its entirety and replace it with the following:

"To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, and Engineer, and the officers, directors, partners, employees, of each and any of them from and against any and all claims, costs, losses, and demands or judgments for damages for claims (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) asserted by third parties directly caused by, arising out of, or relating to the performance of its obligations under the Contract Documents, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves) but only to the extent caused by any negligent act or omission or breach of any obligation under this Contract by Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable."

Article 12 – LICENSES AND FEES

SC-12.02 SELLER'S INFRINGEMENT:

SC-12.02.A: In the first sentence, delete the words "contractors, and subcontractors."

SC-12.02.C: Delete the first sentence in its entirety and replace it with the following:
"Seller shall promptly defend the claim or suit, including negotiating a settlement."

SC-12.03 BUYER'S INFRINGEMENT:

SC-12.03.A: In the first sentence, delete the words "agents, consultants, contractors, and subcontractors."

END OF SUPPLEMENTARY CONDITIONS

Technical Guidelines



DIAMOND PEAK SKI AREA

2020 SKI LIFT ELECTRICAL UPGRADES

TECHNICAL GUIDELINES

1.0 PROJECT DESCRIPTION:

Diamond Peak Ski Area in Incline Village, NV is doing electrical upgrades on the Lakeview Lift. The project is divided in to three distinct work scopes – 1) Engineering/design, 2) Control & Drive system fabrication and supply, 3) Installation of new equipment and removal of existing equipment as required.

Phase 1 is under contract with Heywood Engineering, Inc. (HEI). HEI will handle the complete design and engineering for the new control and drive systems the lift. HEI will do all PLC and HMI programming, factory testing of panels prior to shipment (at the fabricator’s facility), on-site start-up after installation is complete, and full acceptance and load testing.

Work scopes 2 & 3 are described in the remainder of this document as well as the additional referenced documents. This document provides only technical information and work scope items. Refer to the formal RFP documents from Incline Village General Improvement District (IVGID) for bidder instructions, commercial terms, insurance requirements and other “business” aspects of the work.

2.0 WORK SCOPE 2 – EQUIPMENT SUPPLY AND FABRICATION:

Under work scope 2, the successful bidder is to provide all equipment, materials, supervision, labor, expertise, and man power to fully fabricate and supply the complete Main Low Voltage Control System, DC Drive System and Return Station Control & Loading Carpet as described herein and in the referenced HEI prepared drawings and documents. General specifics that apply to the project are as follows:

- Five distinct panels/enclosures are to be provided.
 - Main Low Voltage Control Panel
 - DC Drive Panel
 - Return Station & Loading Carpet Control & Drive
 - Drive Station Operator Control Panel
 - Return Station Operator Control Panel
- Provide all materials and equipment as indicated in the referenced bill of material (BOM).
- Any substitutions to items called out in the BOM must be approved by the engineer before items are procured.
- Substitutions shall be kept to a minimum. Substitutions for the specified PLC system, HMI system and ABB AC & DC Drive modules will NOT be allowed.
- All equipment to be factory new.



- Supplier to arrange for transfer of all manufacturer's equipment warranties to Diamond Peak Ski Area.
- Fully fabricate and wire the panels such that they are complete and ready to install when delivered to Diamond Peak Ski Area.
- While an actual UL Listing is not required on the provided panels, all work done and materials provided shall be done to basic UL508 standards as well as generally accepted industry standards and practices.
- All work to be done in a professional and workmanlike manner.
- Where wire numbers are provided on the schematics, these wire numbers shall be permanently affixed to all wires at each termination point. Labels are to be machine printed and of the self-laminating type. Hand written labels are not permitted.
- All wire used in fabrication of the panels shall be of the size and color indicated on the referenced drawings.
- All wire used is to be stranded. Solid wire is NOT to be used in the fabrication of the panels.
- All components (including terminal blocks, relays, fuses, circuit breakers, suppressors, etc.) shall be clearly and permanently identified using the component designation indicated on the schematics. Labels are to be machine printed or engraved. Hand written labels are not permitted.
- General guidelines for panel layouts may be provided by the engineer. The supplier shall be responsible for generating the final panel layout based on equipment provided and any substitutions. A "shop drawing" of the proposed panel layout shall be provided for approval by the engineer before fabrication begins.
- All panel mounted pushbuttons, switches, indicator lights, etc. shall be permanently marked on the inside of the panel with the device designation indicated in the schematics. On the outside of the panel all devices shall have a permanent marking indicating the device function/purpose as indicated in the BOM and schematics. Labels shall be machine printed or engraved. Hand written labels are not permitted.
- When fabricating the panels, supplier shall take care in the routing of low voltage control cables to avoid interference from AC wiring and/or DC Motor Power wiring.
- All panels shall have an adequately sized isolated ground buss.
- Supplier must make provision to allow the engineer access for factory acceptance testing (FAT) of the equipment prior to shipment. This shall include the following requirements:
 - Work is to be done at the fabricator's location.
 - Supplier shall provide and connect 480V 3-phase power to the DC Drive system to allow for full power-up and testing.
 - Supplier shall provide and connect 120V power to the low voltage control system for full power-up and testing.
 - Supplier shall interconnect all panels as necessary to allow for full system testing.
 - Supplier shall provide a person with knowledge of the project to assist the engineer during the FAT activities.
 - Supplier shall provide adequate notice to both the engineer and Diamond Peak personnel to schedule the FAT. FAT to be scheduled at a date and time agreeable to all interested parties.



- No equipment is to be shipped until completion of the FAT and acceptance by the engineer that the equipment is ready to ship. At the completion of the FAT, the engineer will provide a written statement if the equipment is ready to ship. If not, a statement indicating any items needing correction will be provided.
- Any deficiencies found during the FAT shall be corrected prior to shipment. If re-inspection by the engineer is required, this shall be done prior to shipment.
- Supplier is responsible for all shipment and delivery costs to the parking lot of Diamond Peak Ski Area. Transport of the equipment to the specific lift location will be done by the installed under work scope 3.
- Supplier is responsible for any damage that occurs during shipping and delivery.
- Supplier shall provide a “marked-up” record set of schematics that reflect any changes made to the system during fabrication.
- Supplier shall provide an “as-built” layout drawing that shows the final layout of the panel with all equipment locations indicated.
- Should the supplier require additional information or clarification from the Engineer, all such requests should be submitted in writing and routed through IVGID.
- Supplier is to warranty all work and equipment for a minimum of 12 months from the date of the formal acceptance testing.

2.1 REFERENCE DOCUMENTS FOR WORKSCOPE 2:

The following documents prepared by Heywood Engineering, Inc. shall be used by the supplier to procure all of the equipment and fabricate the panels.

- HEI Drawing #20-S04-01.Drive.SCH. Pages 1-35, 41, 42. Overall schematic for low voltage control system.
- HEI Drawing #20-S04-01.Drive.SCH. Pages 36 - 40. Overall schematic for DC Drive System.
- HEI Drawing #20-S04-01.Return.SCH. Schematic for return station control and loading carpet drive panel.
- HEI Drawing #20-S04-01.OpPanel.SCH. Schematics of the Drive and Return Station Operator Control Panels
- HEI Document #20-S04-01.BOM. Bill of material for the overall system. Document is broken down by Main Control Panel, DC Drive Panel and Return Station Panel.
- HEI Document #20-S04-01.LIS. Terminal strip list, PLC IO list and other lists and system information.



3.0 WORK SCOPE 3 – EQUIPMENT INSTALLATION:

Under work scope 3, the successful bidder is to provide all supervision, labor, expertise, and man power to fully install the complete new low voltage control system, DC Drive and Return Station Control system. Specifics of the work are as follows.

- The supplier must be a licensed electrical contractor within the State of Nevada.
- All work to be done in compliance with the current National Electric Code (NEC).
- All work to be done in compliance with applicable sections of the current ANSI B77.1 standard for aerial tramways.
- All work to be done in a professional and workmanlike manner following generally accepted industry standards and practices.
- The completed main control panels, DC Drive panels and return station panels will be provided to the contractor by Diamond Peak.
- The above referenced equipment will be provided at the parking lot of Diamond Peak. Contractor is responsible for transporting the equipment on the mountain to the designated location and physically installing the equipment where required. Contractor is to provide, at contractor's expense, any equipment and/or machinery required to hoist the panels in to the proper locations.
- Contractor is responsible for full mounting and anchoring all panels and equipment.
- Contractor is responsible for all tower "Com-line" wiring. This includes installing new Splice Boots where required.
- The contractor is responsible for pulling and fully installing new com-line. This will include tensioning the com-line and installing all required anchors, strand vises, etc.
- The com-line itself along with all anchor hardware and splice boots will be provided to the contractor by Diamond Peak.
- The contractor is responsible for installing all equipment per the Heywood Engineering, Inc. referenced connection diagrams.
- The contractor is responsible for providing all required misc. installation materials such as conduit, wire, cable, fittings, anchors, etc. except where specifically indicated otherwise in this document.
- A representative of the contractor shall be on-site during the "Acceptance Testing" of the lift. The person on-site shall be familiar with the project and able to assist with resolving any installation issues that may be noted during the testing.

3.1 SPECIFIC WORK ITEMS:

- Removal of existing low voltage control system in the upper terminal operator house.
- Removal of existing DC Drive cabinet in the upper terminal operator house.
- Removal of existing Loading Carpet Control panel in the bottom terminal operator house.
- Removal of existing Main Control panel in the bottom terminal operator house.
- Installation and wiring of new low voltage control system in upper terminal operator house



- Installation and wiring of new DC Drive system in upper terminal operator house
- Installation and wiring of new Return Station Control & Loading Carpet panel in bottom terminal operator house.
- Installation and connection of all interface wiring between the various panels and devices.
- Installation and connection of new Bullwheel Encoder at drive terminal. Encoder to be provided to contractor by Diamond Peak. This includes running new 2 pair shielded cable from new encoder in motor room to control panel in operator house.
- Removal of existing DC Tach on main DC motor and installation of new Encoder on back of motor. This includes running new 3 pair shielded cable from motor encoder to DC Drive in operator house.
- Reworking of existing operator control stations at both drive and return stations to accommodate new control system. This relates primarily to the replacement of Speed Control Buttons.
- Installation of new com-line. The com-line itself along with anchors, splice boots, etc. to be provided to contractor by Diamond Peak.
- Connection of tower derail circuits in to com-line. Existing derail switches to be re-used.
- Routing and connection of com-line to the control panels at each end of the lift.

3.2 REFERENCE DRAWINGS FOR WORKSCOPE 3:

- HEI Drawing #20-S04-01.CON – Drive and Control Connection Diagrams
- HEI Drawing #20-S04-01.Drive.SCH – Main Schematic for Low Voltage Control and DC Drive System. For reference only – fabricated by others.
- HEI Drawing #20-S04-01.Return.SCH – Remote Station Control and Loading Carpet Schematic. For reference only – panel fabricated by others.
- HEI Drawing #20-S04-01.OpPanel.SCH. Schematics of the Drive and Return Station Operator Control Panels. For reference only – panel fabricated by others.
- HEI Document #20-S04-01.LIS. Terminal strip list, PLC IO list and other lists and system information.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra S. Winqest
Interim General Manager

FROM: Paul Navazio
Director of Finance

SUBJECT: Review, discuss and possibly authorize the Interim District General Manager to enter into a professional services contract with Moss Adams LLP to perform a construction project and engineering consultant contract audit on a sampling of projects, in the amount not to exceed \$38,000.

STRATEGIC

PLAN REFERENCE(S): Long Range Principle #2 Finance

DATE: June 1, 2020

I. RECOMMENDATION

That the Board of Trustees make a motion to authorize the Interim District General Manager to enter into a professional services contract with Moss Adams LLP to perform a construction project and engineering consultant contract audit on a sampling of projects, in the amount not to exceed \$38,000.

The scope of work should include, at a minimum, to identify industry best practices and recommendations for improvements and the creation or improvements to related internal controls, if deficiencies are found.

II. BACKGROUND

The District's Five-Year Capital Improvement Plan contemplates investment in excess of \$53 million to support priority capital projects as well as repair and replacement of existing District assets over the five-year planning horizon. The CIP includes several projects identified by the Board as critical priorities, including several multi-year projects with total individual project costs in the millions dollars. Moreover, the scope of several of these projects requires that District staff rely on

Review, discuss and possibly direct the Interim District General Manager to enter into a professional services contract with Moss Adams LLP to perform a construction project and engineering consultant contract audit on a sampling of projects, in the amount not to exceed \$38,000.

-2-

June 1, 2020

outside engineering, design and construction contracts to properly evaluate, plan and deliver these projects.

At the same time, Board members, constituents and District management have raised concerns and questions relative to the District's internal controls and practices, in particular as they relate to contract procurement, administration and management. In response, the Board has directed the Interim General Manager and Finance Director to seek outside assistance to review policies, procedures and internal controls related to management of professional services consulting and construction contracts to ensure and promote transparency and accountability related to capital program investments. Specifically, at its meeting of May 6, 2020, the Board supported a recommendation brought forward by Trustee Schmitz directing staff to develop a scope of work and cost estimate for a contract management review.

Staff is recommending that the Interim General Manager be authorized to execute a professional services contract with Moss Adams LLP for this purpose in an amount not-to-exceed \$38,000, and includes fees for services not exceeding \$36,000 plus expenses not exceeding 5% of fees. While this contract falls within the Interim General Manager's contract authority, staff is seeking Board concurrence and approval to proceed with the identified scope of work, as follows.

The scope of work contemplates review of up to five specific contracts, to include identified samples of recent consulting and construction contracts. Staff proposes to initially identify three contracts for review, with additional projects to be identified based on the issues and findings identified in the first phase of the review. The three contracts preliminarily identified for initial review under the proposed scope of work include: PICA Corporation (awarded 4/30/14) HDR (awarded 4/30/14, and amended 2/25/15) engineering consulting contracts related to the Effluent Pipeline Project as well as the Diamond Peak Culvert (Q&D Construction- CMAR Contract awarded 5/23//18). Additional contracts under consideration include the Wastewater Resource Recovery Facility Aeration project (Jacobs Engineering).

III. BID RESULTS

The proposed contract falls below the threshold requiring competitive bidding. However, staff reviewed proposals received by selected audit firms and is recommending proceeding with a contract based on the proposal received from Moss Adams LLP.

Review, discuss and possibly direct the Interim -3-
District General Manager to enter into a professional
services contract with Moss Adams LLP to perform a
construction project and engineering consultant contract
audit on a sampling of projects, in the amount not to exceed \$38,000.

June 1, 2020

IV. FINANCIAL IMPACT AND BUDGET

The cost of proposed contract is a not-to-exceed amount of \$38,000, consisting for fees for service (not-to-exceed \$36,000) plus expenses (not to exceed 5% of fees). Funding to support this contract is provided through General Fund appropriations included in the Final Budget for FY2020-21 approved by the Board of Trustees at their meeting of May 27,2020.

By developing and/or refining construction project internal controls, the District is anticipates both improved value as well as potential cost savings from future capital improvement project investments, through application of consistent contract management aligned with industry best practices.

V. ALTERNATIVES

- (1) Not perform this request at all.
- (2) Undertake this request at a future date.
- (3) Defer the review of contract management practices to broader review of District-wide internal controls.

VI. STRATEGIC PLAN REFERENCE(S)

Long Range Principle #2 – Finance

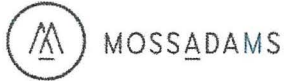
Enhanced internal controls will provide staff with tools to ensure consistent fiscal oversight and management of construction projects.

VIII. BUSINESS IMPACT

The targeted scope of the proposed contract will allow for an expedited review of the District's contract management practices while minimizing adverse impacts on current priority projects. If deficiencies are identified, then policies and/or procedures can be developed or refined as needed allowing for future construction projects to benefit from enhanced internal controls.

Attachments:

- 1) Moss Adams LLP - Proposal and Firm Qualifications
- 2) Master Services Agreement
- 3) Master Service Agreement – Statement of Work



OPPORTUNITY RISING

CONSTRUCTION ADVISORY WORK PLAN FOR

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Mark Steranka, Partner

Olga A. Darlington, Partner

Stephen Bacchetti, Senior Manager

Moss Adams LLP
5415 E. High Street, Suite 350
Phoenix, AZ 85054
(480) 444-3424



MOSSADAMS

Dear Mr. Winqest and Navazio:

Thank you for the opportunity to present our qualifications to provide construction advisory services for the Incline Village General Improvement District (the District). We understand you're seeking a service provider with a depth of functional skills necessary to assess and report on the performance of your capital program.

Our team has significant experience performing capital program assessments, performance audits, and construction cost and compliance audits. With our deep government and construction industry specific knowledge, we can consistently provide the District with the highest quality service. Our approach is collaborative, and we'll include your team in every step of the construction audit process to successfully deliver value-added results. We've audited numerous large-scale public and private construction projects valued between \$2 million and \$3.5 billion.

Additionally, our professionals have outstanding credentials, capabilities, and knowledge of the construction industry along with the skills and capabilities of certified construction auditors (CCAs) needed for the engagement. Our combined professional construction expertise will be of specific value to the District. We bring the requisite understanding and knowledge of construction management methods, contracting strategies, and project controls to conduct successful capital program assessments. This team—consisting of skilled professionals and performance auditors—has completed multiple construction program assessments and is familiar with different types of construction contracts and project delivery methodologies. We've worked directly with general contractors and/or construction managers on issues arising out of schedule delays, construction quality, change orders, excess charges, and project progress reporting.

Our performance as construction auditors and business advisors will demonstrate our commitment to high-quality services that are consistent with our proven track record. We look forward to helping you achieve your construction audit goals. If you have questions regarding this work plan, please don't hesitate to contact us.

Sincerely,

Mark Steranka
Partner
(206) 302-6409
mark.steranka@mossadams.com

Olga A. Darlington
Partner
(425) 551-5712
olga.darlington@mossadams.com

Stephen Bacchetti, CPA, CIA, CCA
Senior Manager
(503) 323-7385
stephen.bacchetti@mossadams.com

May 1, 2020

Mr. Indra Winqest
*Interim District General
Manager*

Mr. Paul Navazio
Director of Finance

**Incline Village General
Improvement**
893 Southwood Blvd
Incline Village, NV 89451

Table of Contents

	Executive Summary		1
	Firm Background		1
	Service Philosophy		1
	Firm Experience		1
	Our Qualifications and Experience	Error! Bookmark not defined.	
	Construction Audit Practice		1
	Capital Program Assessment		5
	Project Staffing		9
	Professional Fees		14
	Client Acceptance		14

Executive Summary

As a large, national professional services firm, we offer our clients a significant benefit: we're large enough to have the resources you need, yet small enough to provide the personal, timely service you desire. Clients who've chosen our construction audit solutions have told us that they've benefited from the extensive industry experience of our engagement teams, regional professionals, staff continuity, and high level of senior team member attention.

FIRM BACKGROUND

Moss Adams is a fully integrated professional services firm dedicated to growing, managing, and protecting prosperity. With over 3,400 professionals across more than 25 locations in the market capitals of the West and beyond, we work with the world's most innovative, dynamic, and promising clients and markets. Through a full spectrum of accounting, consulting, and wealth management services, we bring the deep industry specialization and inspired thinking our mid-market clients seek.

Since we put down roots in the Pacific Northwest more than 100 years ago, we've steadily expanded to serve clients not only in the west, but also across the nation and globally. Our full range of services includes accounting (assurance and tax), consulting (IT, strategy & operations, transactions, and specialty), as well as individual and institutional wealth management.

Moss Adams is one of the 15 largest US accounting and consulting firms and a founding member of Praxity, a global alliance of independent accounting firms providing clients with local expertise in the major markets of North America, South America, Europe, and Asia.

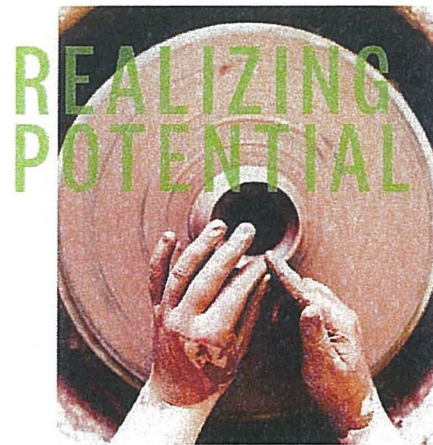
SERVICE PHILOSOPHY

Our commitment to being highly responsive to our clients is a fundamental part of our service philosophy. Open and timely communication is key to successful relationships, and our clients contact us throughout the year to help them. We offer continual access to senior-level team members who have the knowledge and experience to consistently meet our clients' needs.

FIRM EXPERIENCE

CONSTRUCTION ADVISORY PRACTICE

Our team has significant experience performing capital program assessments, performance audits, and construction cost and compliance audits. We've audited numerous large-scale public and private construction projects valued between \$2 million and \$3.5 billion, including many governmental entity construction projects. We complete many construction projects each year, ranging from full program reviews to close-out audits. In these engagements, we've acted as the principal auditor.



We bring the requisite understanding and knowledge of construction management methods, contracting strategies, and project controls to conduct successful construction audits. We understand site requirements as well as local and state regulation and compliance issues. Our team includes professionals who have outstanding credentials, capabilities, and knowledge of the construction industry along with the skills and capabilities of certified construction auditors and certified public accountants needed for the engagement. Our combined professional accounting and construction expertise will be of specific value to the District.

A sample of our current and past construction audit clients includes the following:

- Banner Health System
- Beaverton School District
- Beverly Hills Unified School District
- Central Washington Hospital
- City of Arvada
- City of Los Angeles
- City of Phoenix
- Community Memorial Health System
- Cottage Health System
- Coshatta Tribe of Louisiana
- Dignity Health
- Dry Creek Rancheria Band of Pomo Indians
- East Side Union High School District
- El Monte Union High School District
- Episcopal Senior Communities
- Good Samaritan Hospital
- Harvey Mudd College
- Hoag Hospital
- Kaiser Permanente
- Lodi Memorial Hospital
- Long Beach Community College District
- Los Angeles Unified School District
- Maricopa County
- Maricopa County Community College District
- Maricopa Integrated Health Systems
- Marin General Hospital
- MultiCare Health System
- Newhall School District
- Oak Valley Hospital District
- Parkland Health and Hospital System
- Phoenix Children’s Hospital
- Presbyterian Healthcare Services
- Puyallup Tribe of Indians
- Salinas Valley Memorial Healthcare System
- Salt Lake Airport Authority
- San Francisco State University
- San Jose Unified School District
- Scripps College
- Security Properties
- Soka University
- St. Charles Health System
- Stanford Hospital and Clinics
- Sutter Health
- Swedish Health Services
- Sweetwater Union High School District
- University of Alaska
- University of Chicago
- University of Hawaii
- University of Oregon
- University of Southern California
- University of Texas System
- West Contra Costa Unified School District
- Wyoming Medical Center
- Yuma Regional Medical Center

Construction audit services are only as effective as the people performing the services, which is why the partners and managers at Moss Adams play such a significant role in our engagements. The partners and managers serving the District will work closely with you and be highly involved in all phases of the

relationship, from planning and preparation to fieldwork and review. Our senior-level involvement will provide efficient job management, close supervision, timely resolution of issues, and expeditious reviews of work performed. For these reasons, we're confident our construction audit team is the best fit for the District.

Testimonials

Port of Tacoma

"We brought in Moss Adams for capital program assessment services. The team we worked with had the experience and expertise our projects needed and an understanding of the complexities that are unique to working with a public entity. They were very thorough and efficient, providing a lot of value for us. Based on their background and the breadth of their experience, they were able to suggest ideas, industry standards and best practices that we can implement."

Jewish Homes of San Francisco

"We engaged with Moss Adams construction audit team in the early stages of a \$130 million project to build a 200-unit senior care facility. Even with limited documentation and response from the contractor, Moss Adams was able to identify a significant area of risk right away. Their audit report was well received by management and the board committee overseeing the construction project. Ultimately, the identification of the problem and their proactive approach helped contain the risk and contributed to a change in contractor. We see tremendous value in the services Moss Adams provides."

Heritage Hotels and Resorts

"Moss Adams performed a construction audit on a very large project that went over budget and beyond scope. They helped save us a substantial amount of money and saved our relationship with our general contractor. The team went above and beyond, making themselves available, ensuring we had a positive outcome and confidence in the services they provided. We continue to work with Moss Adams today."

Beaverton School District

"Moss Adams has provided value for us on multiple projects, delivering significant cost savings. We have enjoyed working with Moss Adams and highly recommend them."

Sweetwater Union High School

"I consider the Moss Adams Performance Audits the best consultant reports I have come across in my 40 years of governmental experience. The product Moss Adams delivers is excellent –well documented, thorough, easy to understand, and consistently of the highest quality. The consultants at Moss Adams are honest and direct –taking the mystery out of the performance audit process."

Government Experience

You'll receive more effective services from our specialized professionals who have a deep understanding of the pressures you face, like the need for greater efficiency under tight budget constraints. Our significant experience working with tax-exempt organizations means our professionals are more likely to help you spot potential problems, create effective solutions, and understand the industry-specific impacts of today's major disruptors like cybersecurity and globalization, as well as the constant drive to innovate.

Moss Adams has a group of specialized practices with nearly 300 professionals who specialize in serving tax-exempt entities including governments, higher education institutions, not-for-profits, tribal and gaming

entities, energy and utility entities, and federal contractors. This firmwide team currently serves over 1,500 clients throughout the United States and provided more than 299,000 hours of service to those clients in 2019.

Internal Audit Experience

Internal audit services represent a core component of our firm's Government Services Practice. Our comprehensive, dedicated internal audit team has significant experience conducting audits and assessments related to compliance, finance, fraud, governance, management, operations, performance, policies and procedures, and technology. We serve local governments, tribes, higher education, and not-for-profits. We have earned recognition and an outstanding reputation for our services based on a solid track record and discriminating analysis.

Our internal audit professionals come from government, private industry, and public accounting, and work exclusively on internal and performance audit engagements. Because of the extensive audits we conduct for government clients, we have developed a series of proven practice components including investigative methodologies, engagement oversight and supervision, document management, fieldwork, communications and reporting protocols/practices, and risk assessment frameworks.

Our internal audit team consists of over 30 professionals, including partners, directors, senior managers, managers, seniors, and staff, all of which specialize in delivering internal audit services. Our internal audit professionals have a deep understanding of local government policies, processes, and procedures. They offer relevant certifications to VTA's internal audit services, such as CIA, CPA, CFE, PMP, CISA, and CCA, and our engagement team includes members of the IIA. Our training requirements for professional audit and consulting staff further make sure that our knowledge remains current.

Capital Program Assessment

Methodology

Our approach to performing construction and capital program risk assessments encompasses planning, on-site fieldwork, interviews, documentation of evidence to support findings, analysis of options, recommendations, and a high-impact report that typically includes implementation plans. Our typical project approach is conducted through the following four major phases: 1. Start-Up and Management, 2. Fact Finding, 3. Analysis, and 4. Reporting. The specific tasks that comprise each phase of our proposed work plan are described in detail below. Based on our understanding of your needs, we will conduct the following procedures on ten specific contracts:

- Contract administration management and controls
- Bid and procurement management and controls
- Change order and scope management and controls application
- Expenditure management and controls
- Design and construction budget management and controls
- Project close-out controls

Our approach to evaluating contracting processes and controls focuses on evaluating the controls that exist to determine whether procurement activities are performed in your best interest and with adequate documentation. Source selection methods include the following:

- Method of procurement and contracting fits the nature of the construction project
- Competitive bidding practices for procurement of contractors and subcontractors are in place
- Documentation requirements for procurement activities are established
- Proper oversight and approval of contracts granted and work pricing is completed by the owner
- Work to be performed is confirmed by the project manager, cost estimates are reviewed, and there's an approval process for contractor and subcontractor selection
- Best-practice construction controls are covered within construction contracts
- Contract approval is limited to a list of authorized individuals

The specific tasks that comprise each phase of our proposed work plan are described in detail below.

PHASE 1

START-UP AND MANAGEMENT

At project initiation, we will confirm the District's expectations, project timing, deliverables, and outcomes.

Initiate Project

We will conduct a kickoff meeting with the District to confirm expectations and discuss overall project scope, logistics, deliverables, timing, and progress reporting requirements. We will clarify the responsibilities of Moss Adams and the District personnel (e.g., providing requested documents and

scheduling interviews), timing of specific project activities, and format of each required deliverable. Also, we will establish an interview list and finalize our approach to each phase of the project.

Perform Project Management

We will conduct rigorous project management activities for the duration of the project. These activities will include providing guidance to the consulting team; coordinating with the District; working issues and solving problems; monitoring progress against the approved work plan; and developing, submitting, and discussing progress reports with the District. Progress reports will be provided at the frequency requested by the District.

Provide Quality Assurance

We believe it's important to recognize the need for quality by delivering excellent client service and engagement oversight. A partner will review all deliverables before submittal to the District.

DELIVERABLES



- Interview list
- Progress reports

PHASE 2

FACT FINDING

This phase encompasses fieldwork, including document review, interviews, walk-throughs, and an optional online survey, as well as the development of preliminary findings based on the results of fieldwork.

Review Documents

We will gather relevant documentation for review. Examples of documentation we may request include the following:

- Accounting policies, guidelines, reporting tools, and accounting system documentation
- Master plan and construction project list
- Planning documents
- Procurement bid and award process documentation (including proposals of successful and unsuccessful bidders and bid recaps).
- Job cost and accounting reports and capabilities
- Program-wide schedules and reports (baseline vs. actual)
- Design and construction contracts and or planned contracting delivery methods
- Guidelines regarding reimbursable expenses and allowable costs
- Professional services contracts (architects and engineers (A/E))
- Construction, architect, and engineering payment applications and invoices
- Records necessary to evaluate and verify direct and indirect costs
- Change order log and sampling of change orders
- Close-out records and reports.

- Approvals for use of allowances and contingencies.
- Key stakeholder reporting

The objectives of documentation review include gaining a sufficient understanding of your capital program environment, further defining issues and surrounding facts, and gaining insights to prepare for interviews.

Conduct Interviews and Walk-Throughs

We will conduct interviews with the District leadership to identify areas of greatest risk and concern and gain an understanding of current controls, processes, vulnerabilities, threats, likelihoods, and impacts. We will work with the District to schedule interviews. We will conduct interviews with representatives of all relevant the District departments.

As part of these interviews, we can also perform process walk-throughs. Walk-throughs are a roving interview whereby we will learn about the details of relevant processes, compliance, performance, and finance management/reporting. Walk-throughs will also allow us to make initial observations to identify important questions and issues that require follow up. Once completed, each walk-through will provide an effective means to gain further depth of understanding of fraud risks.

Present Preliminary Findings

We will present preliminary findings to the District. The purpose of sharing preliminary findings is to verify facts to make sure the basis for each finding is accurate and valid and to avoid surprises by giving the District a chance to preview findings. Findings will form the basis for analysis of opportunities for improvement.

DELIVERABLE

- Document request list



PHASE 3

ANALYSIS

This phase will determine the significance of issues identified and how best to address them.

Key business and control risks will be defined in an assessment framework with the following elements:

- Control objectives
- Findings (opportunities for improvement)
- Recommendations
- Impact of occurrence

Prepare Draft Findings and Recommendations

We will update findings and add draft recommendations based on our analysis. Recommendations will focus on implementing appropriate actions aimed at reducing risks and strengthening controls.

Present Draft Findings and Recommendations

We will present draft findings and recommendations to the District. The purpose of sharing draft findings and recommendations is to test the practicality of recommendations and, again, avoid surprises.

DELIVERABLE

- Draft findings and recommendations



PHASE 4

REPORTING

This phase covers the production of deliverables, including draft and final reports and recommended audit plan to optimize the construction project and capital program performance throughout the duration of the program.

Submit Draft Report

We will package our work in a draft report for the District’s review. The draft report will include the necessary level of detail to allow the document to stand on its own and contain the following sections:

- Executive summary
- Study objectives, scope, and methodology
- Findings and recommendations

Submit Final Report

Based on feedback from the District, we will revise the draft report and submit our final report.

Present Final Report

We will present the final report to the District and prepare a presentation to facilitate these briefings.

DELIVERABLE

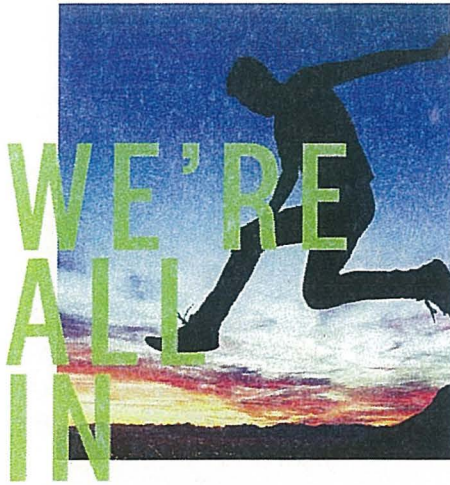
- Draft and final risk assessment report



Timeline

Assessment of key business and control risks of this nature typically take approximately one to two months to complete from project startup and requested documentation receipt to delivery of the final report. The overall timing will depend on the availability of key District personnel and the general timing of this work in relation to other relevant work impacting the District. We will work with the District to develop a mutually acceptable project schedule.

Project Staffing



Working with the right team of professionals makes all the difference to your engagement. The team members we've thoughtfully selected to serve your specific needs have years of experience conducting construction audits and serving higher education institutions. But more than that, you'll find they bring an optimistic perspective focused on helping the District explore and embrace opportunities for improvement. Your Moss Adams team will personally engage with your team and bring a high level of energy to the engagement.

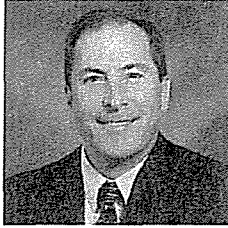
Our proposed team composition reflects a robust combination of quality assurance, project management, contract analysis, and internal controls assignments that leverage the specialized expertise of our team members. As your engagement partner, Mark Steranka will provide oversight

and quality assurance across all facets of the engagement. Halie Garcia will serve as quality control reviewer. Stephen Bacchetti will lead the construction audit services as project manager, supported by a talented team that includes consultants specially dedicated to performing construction contract audit services. In this way, we'll leverage the expertise of our team members to provide maximum insights and value to the District.

Our proposed team composition is provided below. Each team member is highly qualified, as demonstrated by the detailed resumes listed on the following pages.

Team Member	Firm Role	Project Role
Mark Steranka	Partner	Engagement Partner
Olga A. Darlington, CPA	Partner	Engagement Quality Control Reviewer
Stephen Bacchetti, CPA, CIA, CCA	Senior Manager	Project Manager
Tammy Lohr, CFE	Manager	Audit Supervisor
Jordan Wahl	Senior	Audit Support

Mark Steranka, Partner, National Performance Audit Practice Leader



*Role: Engagement
Partner*

Professional Experience

Mark has over 30 years of experience providing internal, performance, contract compliance, and construction audit services. As the leader of the firm's national internal and performance audit service team, he's worked extensively with organizations in a variety of industries, including health care, government, tribes, and not-for-profit entities, to evaluate risks, operational efficiency and effectiveness, internal controls, and compliance with requirements. Mark regularly utilizes his depth of experience to deliver oversight and quality assurance to our construction audit clients, helping them identify cost savings and improve controls, processes, and reporting.

In addition to his team leadership, project management, and quality assurance roles, Mark brings significant experience reporting to councils, boards, commissions, committees, and executive management, and working with citizen committees and stakeholder groups. He's also well versed in designing and facilitating meetings, focus groups, and customer surveys.

Professional Affiliations

- Member, Institute of Internal Auditors
- Member, American Society of Public Administration

Education

- Executive Management Program, University of Washington
- BS, mechanical engineering, University of Notre Dame

Olga A. Darlington, CPA, Partner



*Role: Engagement
Quality Control
Reviewer*

Professional Experience

Olga has practiced public accounting since 1997 including five years with Deloitte & Touche. She focuses on providing accounting and advisory solutions to clients in the energy, utility, not-for-profit, and government (enterprise funds) industries. Throughout her career, Olga has performed many audits, consulting projects, and agreed-upon procedures engagements and has extensive experience directing all phases of audits and other types of assurance engagements, including compliance testing, fieldwork management, and report preparation. She is recognized for her technical expertise. Olga is a member of the American Institute of Certified Public Accountants and the Washington Society of Certified Public Accountants. Olga facilitates internal and external training on accounting and auditing topic, and is a regular presenter on accounting and operational topics. She also chairs the firm's technical committee on government topics.

Olga's clients include the following organizations:

- Port of Seattle
- Los Angeles World Airports & Los Angeles International Airport
- Port of Everett
- Port of Long Beach

Professional Affiliations

- Member, American Institute of Certified Public Accountants
- Member, Washington Society of Certified Public Accountants
- Member and former Chair, Governmental Accounting and Auditing Committee, Washington Society of Certified Public Accountants
- Special Technical Reviewer, Government Finance Officers Association

Education

- BS, accounting, Central Washington University

Stephen Bacchetti, CPA, CIA, CCA, Senior Manager



*Role: Project
Manager*

Professional Experience

Stephen has over eight years of accounting, auditing, and financial reporting experience. He specializes in providing construction and performance audits for construction and capital improvement projects. He has had an active role in planning, managing, and delivering on multiple audits that have resulted in significant control and reporting improvements and cost savings. He works closely with universities, K–12 school bond programs, hospitals, tribes, developers, and federal contractors on construction and capital improvement projects ranging from millions to billions of dollars. He remains committed to delivering work that gives these projects the best possible chance of meeting their objectives and stakeholder expectations.

In addition to his construction auditing and internal controls experience, Stephen also has a background in International Financial Reporting Standards (IFRS) in the transportation industry.

Professional Affiliations

- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Member, Institute of Internal Auditors

Education

- BS, business administration and accounting, California Polytechnic University, Pomona

Tammy Lohr, CFE, Manager



Role: Audit Supervisor

Professional Experience

Tammy specializes in assessing organizational performance, developing strategies, assessing system and resource needs, and streamlining processes to improve operations for government and not-for-profit organizations. She focuses on key elements including conducting interviews; reviewing and analyzing documents; developing findings and recommendations; and preparing and presenting reports and deliverables that meet professional audit and reporting standards, as well as her clients' expectations. By using a collaborative approach to working with her clients, Tammy delivers projects and reports that are attuned to each client's unique operating environment and optimize organizational performance. Prior to joining Moss Adams, she worked as a performance auditor for the Washington State Auditor's Office.

Professional Affiliations

- Member, International City and County Manager's Association (ICMA)
- Member, Society for Human Resources Management (SHRM)
- Member, Institute of Internal Auditors (IIA)
- Member, Association of Certified Fraud Examiners (ACFE)

Education

- MPA, Daniel J. Evans School of Public Policy and Governance, University of Washington
- BA, public health, University of Washington

Jordan Wahl, Senior



Role: Audit Support

Professional Experience

Jordan assists in conducting construction audits for the education, health care, infrastructure, and commercial real estate industries. He also helps provide clients in a diverse group of industries with a variety of federal contract compliance services. Prior to joining Moss Adams, Jordan interned with Reser's Fine Foods, where he assisted with accounting procedures and performed accounts payable analysis.

Professional Affiliations

- Member, Institute of Internal Auditors

Education

- BS, business management (emphasis in finance), Brigham Young University–Idaho

Professional Fees

For our clients, it's about more than the dollars you pay at the end of the day; it's about value. Consider both the tangible and intangible benefits of working with us. You'll get solid and timely deliverables. But more than that, the experience you'll have working with forward-thinking, industry-specialized professionals who work side by side with you to explore new possibilities is where you'll see the value. Invest in your future prosperity and experience a different style of service with us.

We're committed to estimates that are fair and commensurate with the experience and level of service described in this work plan. Expenses will be billed separately at cost not to exceed 5% of the fees.

Service Description	Project Name(s)	Price	Quantity	Total (Not-to Exceed)
Capital Program Assessment	Projects to be determined at project commencement.	\$8,000	5	\$40,000
New Client Discount (10%)				(\$4,000)
Total				\$36,000

CLIENT ACCEPTANCE

This proposal and fee arrangement are subject to the successful completion of our standard new client acceptance procedures. If we're awarded this engagement, we'll complete our procedures as quickly as possible. Assuming no significant matters come to our attention during our client acceptance process, we'll submit an engagement letter to the District following notification of your acceptance.



**THANK
YOU**

Assurance, tax, and consulting offered through Moss Adams LLP. Investment advisory services offered through Moss Adams Wealth Advisors LLC. Investment banking offered through Moss Adams Capital LLC.

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "MSA" or "Agreement") represents the terms and conditions relating to services to be provided to the individual(s) and/or entity(ies) listed below (individually and collectively, "you," "your," and "Client") by Moss Adams LLP ("Moss Adams," "we," "us," and "our"). Moss Adams and Client may be individually referred to as a "Party" and collectively as the "Parties."

Incline Village General Improvement District

1. Agreement Scope

- a. The terms and conditions of this Agreement shall apply to the services (excluding attest services as defined by the American Institute of Certified Public Accountants) we provide you and your affiliates, and any others for whom services are performed at your request (the "Services"). The nature and scope of our Services may be set forth in a Statement of Work ("SOW") signed by Moss Adams and you. However, all Services we provide you, whether or not set forth in a SOW, shall be subject to the terms of this Agreement.
- b. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. We may use subcontractors and Service Providers (defined herein) in providing the Services. From time to time, non-CPA personnel may perform the Services. Neither you nor we have any right, power or authority to bind the other.

2. Your Responsibilities

- a. You agree to (i) make all management decisions, perform all management functions, and assume all management responsibilities, (ii) designate one or more individuals who possess suitable skill, knowledge, and/or experience to oversee the Services, (iii) evaluate the adequacy and results of the Services, (iv) accept responsibility for implementing the results of the Services, and (v) establish and maintain internal controls, including, without limitation, monitoring ongoing activities. The provisions of the preceding sentence are not intended to and do not alter, modify or change Moss Adams' duties and obligations set forth in this Agreement.
- b. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
- c. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. You represent the provision of Client Information to us will not infringe any copyright, privacy, proprietary or other third-party rights. We will rely on Client Information made available to us and will have no responsibility to independently evaluate it for accuracy or otherwise verify it.

3. Reports

- a. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
- b. You may not disclose a Report (or any portion or summary of a Report) to any third party or refer to us in connection with the Services, except:
 - i. to your professional advisors (acting strictly in an advisory capacity and who are subject to these disclosure restrictions), who may review it only to give you advice relating to the Services;
 - ii. to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us);

Master Services Agreement

Incline Village General Improvement District

Page 2 of 6

- iii. to the extent, and for the purposes, required by regulatory or self-regulatory authorities in connection with routine audits and examinations as long as Moss Adams, a Report and the Services are not the subject of the audit or examination;
 - iv. with our prior written consent, to third parties who have executed an access letter in the form we prescribe;
 - v. as expressly stated in an SOW; or
 - vi. to the extent it contains Tax Advice, as set forth below.
- c. Our Reports may include spreadsheets, models, or other software tools. Such items are provided solely for your convenience in "as is" condition without warranty of any kind. We assume no responsibility for results obtained by anyone other than Moss Adams from the use of such items.
 - d. You acknowledge that Moss Adams has not placed any limitations on your disclosure of the tax returns, tax treatment or tax structure associated with any tax services under this Agreement ("Tax Advice"), and nothing in this Agreement shall be construed as limiting or restricting your disclosure of Tax Advice. Tax Advice may be challenged by taxing authorities and we make no representation that taxing authorities or courts will agree with our Tax Advice. With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose.
 - e. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.
 - f. If you are permitted to disclose a Report (or a portion thereof) hereunder, you shall not alter, edit or modify it from the form we provided.

4. Charges for Services

- a. The charges for our Services will be based on our standard rate(s) in effect for the individual(s) providing the Services, absent a SOW specifying a different charge. Our charges may include any applicable sales and gross receipts tax, and direct and indirect expenses based on out-of-pocket expenditures, per diem allotments, mileage reimbursements, processing charges and technology expenses. Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the lower of twelve percent (12%) per annum or the highest rate allowed by law on any unpaid balance.
- b. If we are required by applicable law, legal process, or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

5. Limitations

- a. THE TOTAL LIABILITY OF MOSS ADAMS, ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, MEMBERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS (COLLECTIVELY, "MOSS ADAMS PERSONS") TO YOU OR ANY THIRD PARTY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID OR PAYABLE TO MOSS ADAMS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT CAUSED THE LOSS. THIS LIMITATION WILL NOT APPLY TO THE EXTENT LOSSES ARE CAUSED BY OUR FRAUD OR WILLFUL MISCONDUCT.

Master Services Agreement

Incline Village General Improvement District

Page 3 of 6

- b. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. You shall make any claim relating to the Services or otherwise under this Agreement no later than one (1) year after you became aware (or should reasonably have become aware) of the facts giving rise to such claim and in any event, no later than two (2) years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law, regulations or professional regulations.
- d. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any Moss Adams Persons. You shall make any claim or bring proceedings only against us. The provisions of this Section 5 are intended to benefit Moss Adams Persons, who shall be entitled to enforce them.

6. Indemnity

Unless prohibited by applicable law, regulations, or professional standards, you shall indemnify us and the Moss Adams Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party's use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

7. Intellectual Property Rights

- a. We may use or develop intellectual property in performing our Services, including without limitation, data, software, designs, utilities, tools, models, systems, general skills, know-how, expertise, concepts, ideas, methods and techniques ("Materials"). We retain all intellectual property rights in the Materials (including any developments, improvements, and knowledge generated during or as a result of the performance of our Services), and in any working papers compiled in connection with the Services.
- b. Upon payment for particular Services and subject to the other terms of this Agreement, you may use any Materials that are included in any Reports solely to the extent necessary to use the Reports.

8. Internal Use and Third Parties

All Services (including any Reports) shall be solely for your informational purposes and internal use, and none of our Services create privity between Moss Adams and any person or party other than you ("third party"). None of our Services are intended for the express or implied benefit of any third party, and no third party is entitled to rely on the Services we provide you, including without limitation, any Reports.

9. Confidentiality

- a. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that should reasonably be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
 - i. is or becomes public other than through a breach of this Agreement;

Master Services Agreement

Incline Village General Improvement District

Page 4 of 6

- ii. is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - iii. was known to the recipient at the time of disclosure or is thereafter created independently by the recipient;
 - iv. is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - v. must be disclosed under applicable law, legal process or professional regulations.
- b. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
- c. Unless prohibited by applicable law, we may (i) use Client Information, and provide any of it to our affiliates and Moss Adams Persons in the local and foreign jurisdictions in which they operate, to facilitate or improve performance of the Services, to comply with regulatory requirements, to provide financial accounting and other administrative support services, or for quality and risk management purposes, (ii) use Client Information and provide it to affiliates to identify additional Services to provide you (e.g., accounting, investment banking, asset management, IT security, and consulting services), to send newsletters and other communications for general information purposes, and (iii) provide Client Information to external third parties, such as cloud-based software vendors, providing services to us or you ("Service Providers") who may collect, use, transfer, store or otherwise process it in various jurisdictions in which they operate. Although we require our Service Providers protect the confidentiality of your data, we make no representation or guarantee regarding the effectiveness of security measures maintained by such Service Providers. We will not sell Client Information to anyone.
- d. We may aggregate Client Information, and anonymize it by excluding any personally identifiable information ("Aggregated Anonymous Data"), to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports, for distribution to our clients and prospects, for their general information purposes. We will not identify you as the source of any Aggregated Anonymous Data.
- e. Our privacy policy is available at www.mossadams.com for general information purposes.

10. Subpoena of Documents

As a result of our Services to you, we may be required or requested to provide information or documents in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. We will notify you of any such request and you may, within the time permitted for us to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will produce information to the extent required by law.

11. Use of a Party's Name

No Party may use another Party's name, its trademarks, service marks or logos in connection with the Services or otherwise without the prior written consent of such Party, which consent may be withheld for any reason and may be subject to certain conditions, although we may publicly identify you as a client in connection with specific Services or generally.

Master Services Agreement

Incline Village General Improvement District

Page 5 of 6

12. Force Majeure

No Party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such Party's reasonable control.

13. Governing Law and Dispute Resolution

- a. This Agreement shall be governed by the laws of the state of Washington, without giving effect to any conflicts of laws principles.
- b. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiations, the Parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. Each Party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.
- c. If the claim or dispute cannot be settled through mediation, each Party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in King County, state of Washington, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL.

14. Term and Termination

- a. This Agreement shall remain in effect until terminated as provided below.
- b. This Agreement and any SOW may be terminated by either Party, with or without cause, upon ten (10) days written notice. In the event of such notice, we will stop providing Services except on work, mutually agreed upon in writing, necessary to carry out such termination. Termination of this Agreement shall automatically terminate all SOWs in progress, however, termination of a particular SOW shall not effect the validity of this Agreement or any other SOWs.
- c. In the event of termination, (i) you shall pay us for Services provided and expenses incurred through the effective date of termination, (ii) we will provide you with all finished Reports, and (iii) neither Party shall be liable to the other for any damages that occur as a result of our ceasing to render Services.
- d. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

15. General Terms

- a. This Agreement constitutes the entire agreement between the Parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
- b. Each Party may execute this Agreement (including SOWs), as well as any modifications thereto, by electronic means and each Party may sign a different copy of the same document. Both of the Parties must agree in writing to modify this Agreement or any SOW. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.
- c. Each Party represents to the other that each person signing this Agreement or any SOW hereunder on its behalf is expressly authorized to execute it and to bind such Party to its terms. You also represent

Master Services Agreement

Incline Village General Improvement District

Page 6 of 6

that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates shall be bound by the terms of this Agreement.

- d. Neither Party may assign any of its respective rights, obligations, or claims arising out of or related to this Agreement or any Services. Any assignment in violation of this provision shall be void.
- e. The non-exercise or partial exercise by either Party of any of its rights under this Agreement shall not in any case constitute a waiver of that right.
- f. If any provision of this Agreement (in whole or part) is held to be illegal, invalid, or otherwise unenforceable, the other provisions shall remain in full force and effect.

AGREED:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Signature: _____

Date: _____

MOSS ADAMS LLP

Signature: Stephen Bacchetti

Print Name: Stephen Bacchetti

Title: Senior Manager

Date: April 22, 2020

v. 3/16/2020

**Master Services Agreement Statement of Work
CONSULTING SERVICES – Construction Project Audit**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

APRIL 27, 2020

This Statement of Work (“SOW”) is issued pursuant to the Master Services Agreement (the “MSA” or “Agreement”) between Moss Adams and you. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement.

Scope of Services:

In this engagement, we will perform a capital program assessment for the Incline Village General Improvement District (“District” and “Company”). We will provide you with a written audit report that summarizes the analysis performed and the opportunities for improvement recommendations. The capital program assessment will provide specific emphasis on the following:

- Contract administration management and controls
- Bid and procurement management and controls
- Change order and scope management and controls application
- Expenditure management and controls
- Design and construction budget management and controls
- Project close-out controls

We will perform the services in accordance with Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we will provide no opinion, attestation, or other form of assurance with respect to our work or the information upon which our work is based. The procedures we will be performing will not constitute an examination or a review in accordance with generally accepted auditing standards or attestation standards.

The overall definition and scope of the work to be performed is the Company's responsibility. We will report to and take direction directly from your appointed project liaison. The Company is responsible for the implementation of actions identified in the course of this engagement and the results achieved from using any services or deliverables. We have not been engaged to and will not perform management functions, make management decisions, act, or appear to act in a capacity equivalent to that of an employee. The Company remains responsible for the proper implementation and operation of an adequate internal control system.

Limitations:

Due to inherent limitations in any internal control structure, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods are subject to the risk that the internal control structure may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. If during the assessment we become aware of reportable conditions that are significant deficiencies in the design or operation of the internal control structure, we will communicate them to you immediately.

Responsibility for Financial Statements

You are fully responsible for your financial statements, including the establishment and maintenance of adequate records and effective internal controls over financial reporting. Moss Adams assumes no responsibility to provide you with assurance about the accuracy of financial statements, or whether such financial statements are free of misstatements due to fraud or in compliance with applicable laws or regulations.

Management Responsibilities:

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, Company management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service by designating an individual, preferably within senior management, who possesses skill, knowledge, and/or experience to oversee our nonattest services. The individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that Mr. Paul Navazio, Director of Finance, has been designated by the Company to oversee the nonattest services and that in the opinion of the Company is qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Charges for Services:

We estimate that our fees for the construction project audit and controls review will be \$36,000. A breakdown of fees is listed in table below. Expenses will be billed separately.

Service Description	Project Name(s)	Price	Quantity	Total (Not to Exceed)
Capital Program Assessment	Projects to be determined at project commencement.	\$8,000	5	\$40,000
New Client Discount (10%)				(4,000)
Total				\$36,000

The fee payment schedule is outlined in the table below:

Payment Due	Amount
Engagement Acceptance (25%)	\$9,000
Fieldwork Begins (25%)	\$9,000
Fieldwork Ends (25%)	\$9,000
Report Delivery (25%)	\$9,000
	\$36,000

The fee estimate and accomplishment of the project work plan is based on anticipated cooperation from your personnel, the expectation your records will be in good order, and the assumption that unexpected circumstances will not be encountered. If we find that significant additional time is likely to be necessary, we will attempt to discuss

it with you and arrive at a new fee estimate and mutually agree upon a new maximum fee and expense amount before we incur significant additional fees or expenses.

ACCEPTED AND AGREED:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date:

MOSS ADAMS LLP

Signature: Stephen Bacchetti

Print Name: Stephen Bacchetti

Title: Senior Manager

v. 04/14/2020

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
Interim General Manager

FROM: Joseph Pomroy, P.E.
Director of Public Works

Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, Discuss, and Possibly Authorize Multiple contracts for the Tennis Center Renovation Project [budgeted at \$1,170,000] - 2019/2020 Capital Improvement Project: Tennis Center Renovation Project; Fund: Community Services; Division: Tennis; Project 4588BD1604. Vendor: Daniel Fraiman Construction in the amount of \$709,000 and BJB Architecture and Engineering in the amount of \$49,200.

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: May 28, 2020

I. RECOMMENDATION

That the Board of Trustees moves to:

1. Award base bid to Daniel Fraiman Construction in the amount of \$687,000 for the Tennis Center Renovation Project.
2. Award add alternates #1, #2, #3 and #4 to Daniel Fraiman Construction in the amount of \$22,000 for the Tennis Center Renovation Project.
3. Authorize Chair and Secretary to execute the contract with Daniel Fraiman Construction based on a review by General Counsel and Staff.
4. Authorize Staff to approve change orders to the construction contract for additional work not anticipated at this time of up to 10% of the project bid – \$71,000.

Review, Discuss, and Possibly Authorize Multiple contracts for the Tennis Center Renovation Project [budgeted at \$1,170,000] - 2019/2020 Capital Improvement Project: Tennis Center Renovation Project; Fund: Community Services; Division: Tennis; Project 4588BD1604. Vendor: Daniel Fraiman Construction in the amount of \$709,000 and BJB Architecture and Engineering in the amount of \$49,200

-2-

May 28, 2020

5. Authorize Staff to enter into an Additional Services Addendum with BJB Architecture and Engineering totaling \$49,200 for services during construction of the project.

II. DISTRICT STRATEGIC PLAN

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 activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

Between July 2015 and June 2019, \$98,797.24 was spent on pre-design services including: preparation of the Tennis Center Facilities Assessment and Master Plan (Master Plan), development of a Tennis Center Renovation conceptual design, and internal staff time.

At the June 19, 2019 Board of Trustees meeting, the Board authorized staff to solicit a proposal for final design services for the Tennis Center Renovation Project.

At the August 14, 2019 Board of Trustees meeting, the Board authorized a design services scope of work, Not-to-Exceed \$123,000, to prepare bid level documents based on the completed and accepted pre-design phase of the work. At this same meeting, Trustees identified renovation of the IVGID Tennis Center as a priority project as part of the 2019 Community Services Master Plan.

At the November 13, 2019 Board of Trustees meeting, staff presented four (4) improvement alternatives; small, medium, large and extra-large, the Trustees directed staff to prepare bid documents based on the "large" alternative and bid the upgraded materials included in the "extra-large" alternative as add alternates that may be included in the project if the budget allows.

Review, Discuss, and Possibly Authorize Multiple contracts for the Tennis Center Renovation Project [budgeted at \$1,170,000] - 2019/2020 Capital Improvement Project: Tennis Center Renovation Project; Fund: Community Services; Division: Tennis; Project 4588BD1604. Vendor: Daniel Fraiman Construction in the amount of \$709,000 and BJG Architecture and Engineering in the amount of \$49,200

The primary components of the Tennis Center Renovation Project include updated bathrooms to meet current code requirements, as well as aesthetic and functional upgrades, new self-serve area, new and expanded deck to be partially covered with a canopy, major circulation improvements throughout the Tennis Center including improved Americans with Disabilities Act (ADA) access. Utilities and site drainage will also be improved in the area around the Tennis Center. These proposed improvements are largely consistent with the Master Plan.

The project previously included two Bocce Ball courts. They have been removed from the Tennis Center Renovation Project and are now scheduled to be constructed this summer adjacent to the Recreation Center.

At the March 11, 2020 Board of Trustees meeting, the Board accepted the Tennis Center Renovation Project final design and authorized District Staff to publically advertise for construction bids.

IV. BID RESULTS

The District solicited proposals for this project and six (6) bids were received and opened on May 21, 2020. The Engineer's Estimate for the base project was \$859,533. The bid results are as follows.

Contractor	Base Bid Amount	Total Bid Amount (Including add alternates)
Daniel Fraiman Construction	\$ 687,000	\$ 709,000
Group West Construction	\$ 759,900	\$ 808,400
K7 Construction	\$ 913,900	\$ 967,791
Bruce Purves Construction	\$ 957,950	\$ 985,383
Houston Smith Construction	\$ 972,000	\$ 1,041,300
Walker River Construction	\$ 1,024,836	\$ 1,057,338

The lowest responsive bidder is Daniel Fraiman Construction.

Review, Discuss, and Possibly Authorize Multiple contracts for the Tennis Center Renovation Project [budgeted at \$1,170,000] - 2019/2020 Capital Improvement Project: Tennis Center Renovation Project; Fund: Community Services; Division: Tennis; Project 4588BD1604. Vendor: Daniel Fraiman Construction in the amount of \$709,000 and BJG Architecture and Engineering in the amount of \$49,200

The bid form required a Base Bid amount and prices for four add alternate improvements.

1. Aluminum Deck Railing
2. Stone Wainscot
3. Ceramic Tile Flooring in Restrooms
4. Stainless Steel Toilet Partitions

Below is the detailed breakdown of Daniel Fraiman Construction's bid.

Description	Amount
Base Bid	\$ 687,000
Alt #1 – Aluminum Deck Railing	\$ 12,000
Alt #2 – Stone Wainscot	\$ 9,000
Alt #3 – Ceramic Tile Flooring in Restrooms	\$ 1,000
Alt #4 – Stainless Steel Toilet Partitions	\$ 0
Total Bid	\$ 709,000

District Staff reviewed the bid, available project budget, and checked references for the Contractor and recommends awarding the Base Bid, Alt #1, #2, #3 and #4 for a total amount of \$709,000.

If awarded, the project is scheduled to begin construction on August 17, 2020, complete the outdoor grading and excavation prior to the October 15, 2020 TRPA grading deadline, complete interior work during the winter months, and open to the public April 1, 2021. The entire project including landscape and irrigation work is scheduled to be 100% complete by May 28, 2021.

V. FINANCIAL IMPACT AND BUDGET

The Tennis Center Renovation Project (4588BD1604) is included in the 2019-20 CIP Budget. The project had an original budget of \$1,285,000 (see attached CIP Data Sheet), however \$115,000 has been removed from the project in favor of constructing bocce courts separately. The revised Tennis Center Renovation Project (4588BD1604) budget is currently \$1,170,000. (A separate CIP project, Bocce Ball Courts (4378LI1804B), has been set up to construct the bocce courts adjacent to the IVGID Recreation Center).

Review, Discuss, and Possibly Authorize Multiple contracts for the Tennis Center Renovation Project [budgeted at \$1,170,000] - 2019/2020 Capital Improvement Project: Tennis Center Renovation Project; Fund: Community Services; Division: Tennis; Project 4588BD1604. Vendor: Daniel Fraiman Construction in the amount of \$709,000 and BJG Architecture and Engineering in the amount of \$49,200

The table below presents the estimated cost for the Tennis Center Renovation project budget, based on the bids received and recommendation related to Add-Alternate project elements:

Task	Cost
Consultant design fees (not to exceed)	\$123,000
District staff time during design and miscellaneous project expenses (Period 7/1/19 – 5/15/20)	\$65,000
Design Phase sub-total	\$188,000
Construction contract	\$709,000
10% Construction reserves (Unforeseen conditions)	\$71,000
Design consultant services during construction	\$49,200
District staff time during construction (Period 5/15/20 – 6/1/21)	\$40,000
Deferred submittals (fire alarm system), permit fees, and District furnished material/FFE	\$41,000
Construction Phase sub-total	\$900,200
Total	\$1,098,200
Tennis Center Renovation, 4588BD1604 (CIP Budget minus bocce courts)	\$1,170,000
Estimated funds returned to fund balance	\$71,800

Construction reserves are listed at 10% to account for unforeseen conditions during construction such as needing to replace deteriorating wall studs that you discover when removing building siding, as an example.

In addition, certain project elements have been removed from the construction contract and will be provided outside of the construction contract. For instance, required updates to the Tennis Center Fire Alarm system will be handled through a deferred submittal with Washoe County and North Lake Tahoe Fire Protection District (NLTFPD). District furnished material / Furniture, Fixture, and Equipment (FFE) includes a vending machine, a refrigerator, and a microwave the self-serve area, security cameras, patio furniture, and a new television on the deck, as examples.

Review, Discuss, and Possibly Authorize Multiple contracts for the Tennis Center Renovation Project [budgeted at \$1,170,000] - 2019/2020 Capital Improvement Project: Tennis Center Renovation Project; Fund: Community Services; Division: Tennis; Project 4588BD1604. Vendor: Daniel Fraiman Construction in the amount of \$709,000 and BJB Architecture and Engineering in the amount of \$49,200

-6-

May 28, 2020

The revised project cost estimate for the Tennis Center Renovation Project is \$1,098,200, or \$71,800 below the current project budget. Upon project completion, all savings will revert to fund balance and be available for re-appropriation for future capital projects, subject to Board approval.

VI. ALTERNATIVES

1. Authorize only the Base Bid at a cost of \$687,000.
2. Authorize Base Bid and a different combination of add alternates. The construction contract amount would vary depending on add alternates selected.
3. Not authorize the construction and defer Tennis Center Renovation Project to a future date.

VII. BUSINESS IMPACT

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



Project Summary

Project Number:	4588BD1604
Title:	Tennis Center Renovation
Project Type:	D - Capital Improvement - Existing Facilities
Division:	88 - Tennis
Budget Year:	2020
Finance Option:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description				
<p>A number of the facilities at the Tennis Center Pro-shop/Clubhouse Building are dated, showing wear and tear, and are in need of capital improvement. The condition of the restrooms has been identified by the Tennis DVAT as a high priority for attention by the District. The restrooms are also a source of regular customer complaints. Additionally the deck is approaching end of life and is in need of replacement. The kitchen/sundry area is not well laid out and has been subject to repeated wildlife damage. Finally, the entrance to the pro-shop facility is hidden and difficult to see with customer flow not well laid out. This results in customer confusion as well as frequent intentional and unintentional by-pass of the check-in area/process by customers. This project will design, permit, and complete a strategic remodel of the Tennis Center building to address the above described issues. All finishes will be upgraded with aesthetically pleasing and long wearing materials. Total fixture count of the restrooms is adequate and will be unchanged by the project. Overall footprint of the facility will not be increased in this project.</p>				
Project Internal Staff				
Engineering Division Staff will manage all phases of this project.				
Project Justification				
The Tennis Center building has not seen major capital maintenance in over a decade and is showing signs of wear and tear. It is a source of complaints from guests and was identified as an area requiring enhancement in the 2016 Tennis Center Facility Study. All improvements will be in-line with the recommendations and findings of the finalized Facility Study.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2020				
Construction Contingency for renovation/remodel at 15%	139,000	0	139,000	
Construction Cost estimate per architect	926,000	0	926,000	
Construction Management and Construction Engineering	95,000	0	95,000	
Design Phase Services	125,000	0	125,000	
Year Total	1,285,000	0	1,285,000	
	1,285,000	0	1,285,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2014	Jul 1, 2019	Jun 30, 2020	Engineering Manager	

SECTION 3 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village NV 89451
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum price(s):

BASE BID

TOTAL BASE BID ⁽¹⁾ (in figures):	\$ 687,000.00
TOTAL BASE BID ⁽¹⁾ (in writing):	Six Hundred Eighty - Seven Thousand

BID ALTERNATES

Item No.	Description	Additional Cost (\$) ⁽²⁾
1	Aluminum Deck Railing	\$ 12,000.00
2	Stone Wainscot	\$ 9,000.00
3	Ceramic Tile Flooring in Restrooms	\$ 1,000.00
4	Stainless Steel Toilet Partitions	\$ 0.00
TOTAL BID ALTERNATES ⁽¹⁾ (in figures):		\$ 22,000.00
TOTAL BID ALTERNATES ⁽¹⁾ (in writing):		Twenty-Two Thousand
TOTAL BID (in figures): Base Bid and Bid Alternate Items 1 through 4 ⁽³⁾		\$ 709,000.00
TOTAL BID (in writing): Base Bid and Bid Alternate Items 1 through 4 ⁽³⁾		Seven Hundred Nine Thousand

1. In the event that the bid in figures does not does not equal the bid in writing, the bid in writing will govern.
2. Provide the additional cost for the alternate item specified over the item included in the base bid.
3. Award of Bid will be based on the Base Bid total plus Bid Alternates total.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	5/18/20
2	5/19/20
3	5/19/20

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Daniel Fraiman Construction

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Name:

Daniel Fraiman

(typed or printed)

Title:

Owner

(typed or printed)

Date:

5/21/20

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

12257 Business Park Dr. Suite 5, Truckee,
CA 96161

Bidder's Contact:

Name:

Daniel Fraiman

(typed or printed)

Title:

Owner

(typed or printed)

Phone:

530-448-1924

Email:

dan@dfctahoe.com

Address:

12257 Business Park Dr., Suite 5, Truckee,
CA 96161

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

85981

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

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

Contact Name & Phone No.	Description of Work	Date Complete	Cost
Jim McGeever 650-906-5911	Martis Camp Lot 94 Custom Home	12/2016	\$4,600,000
Ted Schuman 480-270-9494	4920 N. Lake Blvd Home Remodel	03/2020	\$450,000
Brian Sharafian 925-818-3167	6050 McKinney Dr. Custom Home	12/2019	\$1,200,000
Matt Patterson 646-712-1001	Martis Camp Lot 636 Custom Home	10/2019	\$3,300,000
Otto Miller 650-340-8112	Martis Camp Lot 233 Custom Home	08/2019	\$1,800,000

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

Forman/Super's Name	Title	Years' Experience	
Chadwick Weedman	Superintendent	16	
Name & Location of Project	Description	Project Cost	Date Completed
Martis Camp Lot 636	Custom home	\$3.3 mil	10/2019
Name & Location of Project	Description	Project Cost	Date Completed
Izakaya Restaurant	Ground-up building	\$1.8 mil	5/2019
Name & Location of Project	Description	Project Cost	Date Completed
11329 Wolverine Circle - Spring Creek	New Townhomes	\$750,000	10/2019
Name & Location of Project	Description	Project Cost	Date Completed
6050 McKinney Dr. - Sharafian	Custom home	\$1.2 mil	12/2019

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
Daniel Fraiman Construction 12257 Business Park Dr. STE 5 530-596-5018	85981 / \$3,500,000
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: All carpentry (wood), paint, tile, flooring, landscaping, toilet accessories, doors	26%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Cruz Construction Co.	41648 / \$3,200,000
Kind of Work/Supplies	% of Work/Supplies
Excavation, grading, concrete pavers	16.8%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Baldwin Electrical Installations 1155 South Rock Site 430, Sparks, NV, 89502 775-336-1587	78688 / \$1,000,000
Kind of Work/Supplies	% of Work/Supplies
Electrical	5.8%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Bobby Jones Concrete - 530-563-5005 PO Box 4150, Truckee, CA, 96160	81527 / \$1,000,000
Kind of Work/Supplies	% of Work/Supplies
Concrete	13.5%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

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

This form is to document DBE bid solicitation. Fill this form out for each DBE bid solicited. Attach additional copies as necessary.

Project Name: <u> N/A </u>
IVGID Project Number:
Prime Contractor Name:

Name of Subcontractor:
Address:
Telephone #:
E-mail Address:
License #:

Contract Item	Item of Work or Description of Services Bid to Prime Contractor	Price of Work Submitted to Prime Contractor

Notes:

Currently certified as an MBE or WBE under Nevada's DBE Program? Yes No

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, _____, on behalf of _____
("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. _____, Project Name _____ ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

- 1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- 2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
- 3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- 4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: _____

Print Name: _____

Title: _____ Date: _____

State of _____)
)ss.
County of _____)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ (name of person making statement).

Notary Signature

NOTARY STAMP

This page intentionally left blank.

SECTION 5
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Incline Village General Improvement District** (“Owner” or “IVGID”) and **[TBD]** (“Contractor”). This Agreement will be effective on **[TBD]** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The remodel of an existing Tennis Center Pro Shop, Self-Serve and Restroom Facilities, located at 964 Incline Way in Incline Village, Nevada, to address ADA accessibility, update restrooms, kitchen and sundry space, improve customer flow for check-in process, expand deck, and provide a retractable awning.

ARTICLE 2—ENGINEER

- 2.01 IVGID’s Engineering Division is to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 2.02 The part of the Project that pertains to the Work has been designed by BJB Architecture and Engineering and the IVGID Engineering Division.

ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Dates*

- A. Bidder agrees all work under this contract shall be Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates identified below:

- 1. Construction activities for the Project may begin on August 17, 2020.
- 2. Users must be able to access the Tennis Center Pro-shop and Restrooms until September 7, 2020.
- 3. The paving, retaining walls, footings, utility services, earthwork, storm drain work, and winterization, shall be completed by October 15, 2020.
- 4. Building, deck, fencing, other improvements not requiring grading shall be completed and open to the public by April 1, 2021.

5. Landscaping and irrigation shall be completed by May 28, 2021.
- B. The OWNER anticipates issuing the Notice to Proceed on or about June 24, 2020.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4—CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

- 5.01 *Submittal and Processing of Payments*
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 5.02 *Progress Payments; Retainage*
 - A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer, on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as

provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
 - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half percent (97.5%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, and as recommended by Engineer, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of six percent (6%) per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Contractor's Bid dated **TBD**.
 3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 4. General Conditions.

5. Supplementary Conditions.
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].
8. Addenda (numbers [number] to [number], inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award [TBD]
 - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Award date of project.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

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

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed and approves this document

By: _____
Joseph J. Pomroy, P.E.
Director Public Works

By: _____
Jason Guinasso
District General Counsel

Agreed to:

By: _____
Tim Callicrate, Chairman


By: _____
Kendra Wong, Secretary

OWNER'S Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

CONTRACTOR:

Agreed to:

By:  Daniel Fraiman
Sign AND Print or Type Name

Attest:  Jim Both
Sign AND Print or Type Name

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

CONTRACTOR'S Address for Giving Notice:


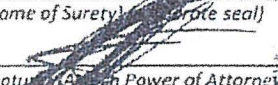

12257 Business Park Drive, Suite 5
Truckee, CA 96161

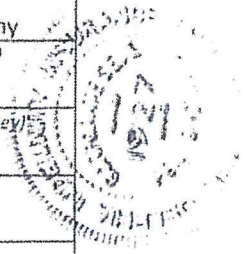
License No. 0085981

Federal Tax ID No. 46-2952761

This page intentionally left blank.

SECTION 4 - BID BOND

Bidder Name: Daniel Fraiman Construction Address (principal place of business): 12257 Business Park Dr, Suite 5 Truckee, CA 96161	Surety Name: Philadelphia Indemnity Insurance Company Address (principal place of business): 2601 Market Place, Suite 300 Harrisburg, PA 17110
Owner Name: Incline Village GID Address (principal place of business): Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 775-832-1267	Bid Project (name and location): Tennis Center Renovation Project 964 Incline Way Incline Village, NV 89451 Bid Due Date: May 21, 2020
Bond Bond Amount: Five Percent (5%) of the Total Amount Bid Date of Bond: 05/13/2020	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Daniel Fraiman Construction <i>(Full formal name of Bidder)</i> By: <u></u> <i>(Signature)</i> Name: <u>Dan Fraiman</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety Philadelphia Indemnity Insurance Company <i>(Full formal name of Surety)</i> By: <u></u> <i>(Signature)</i> <i>(With Power of Attorney)</i> Name: <u>Abel Acosta</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Ester Sadusky</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

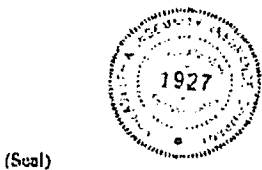
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint James R. Olsen, R.M. Friedrik, Gabby Acosta, and Abel Acosta, of J.R. Olsen Bonds & Insurance Brokers, City of Canoga Park, State of California its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

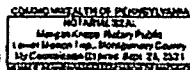
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of May, 2020



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 05/13/2020 before me, Esteban Flores, Notary Public,
(Here insert name and title of the officer)

personally appeared Abel Acosta

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

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

WITNESS my hand and official seal.

EF

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

N/A

(Title or description of attached document continued)

Number of Pages three Document Date 05/13/2020

N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



DANIEL FRAIMAN
CONSTRUCTION

Pipe Foreman

Steve Brehler:

- 1- Squaw Valley Public Utility District; Contract Amount: 1.7Mil
- 2- Tahoe Beach Club; Contract Amount: 7mil
- 3- Uhaul Spanish Springs; Contract Amount: 4.8 mil

Nevada State Contractor's License Information:

Daniel Fraiman Construction Inc

License No. 0085981

Classification: General Building

Limit: \$3,500,000

Expires 09/30/2021

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
DANIEL FRAIMAN CONSTRUCTION INC
Licensed since September 20, 2019

License No. **0085981**


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

PRINCIPALS:

DANIEL FRAIMAN, President, QI

B General Building

LIMIT: **\$3,500,000**
EXPIRES: **09/30/2021**


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

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

DANIEL FRAIMAN CONSTRUCTION INC
12257 BUSINESS PARK DR
SUITE 5
TRUCKEE, CA 96161

LIC. NO.
0085981
EXPIRES:
09/30/2021

LIMIT: **\$3,500,000**

Class: **B**

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

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

Firm Name _____

License No. _____

Date _____ By _____

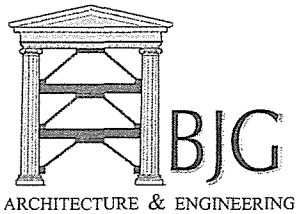
DANIEL FRAIMAN CONSTRUCTION INC
12257 BUSINESS PARK DR
SUITE 5
TRUCKEE, CA 96161

A2.01

Daniel Fraiman Construction – 5/21/20

IVGID Tennis Center – Proposed Subcontractors and Suppliers

- Cruz Construction
 - Bobby Jones Concrete
 - Baldwin Electrical Solutions
 - Deluxe Step and Rail
 - Tahoe Fence
 - Kemper Masonry
 - Denton Cabinets
 - Counterfit Countertops
 - Kelly Brothers Drywall
-
- Suppliers – Truckee Tahoe Lumber Company, Spitsen Lumber, Pacwood, Capital Glass



May 27, 2020

Mr. Nathan Chorey PE
Engineering Manager
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV

Via email: npc@ivgid.org

Re: Tennis Center Remodel Construction Administration Agreement

Nathan,

Thank you for the opportunity to propose professional services for construction administration on the Tennis Center Remodel. This proposal covers work by the following consultants and BJC Architecture and Engineering

Architecture & Structural Engineering	BJC Architecture & Engineering
Civil Engineering & Landscape Architecture	Lloyd Consulting Group
Mechanical & Electrical Engineering	MSA Engineering Consultants

SECTION 1: CONSTRUCTION ADMINISTRATION TASKS

1. MEETINGS

- a. We anticipate 4 formal meetings.
 - i. Kickoff Meeting
 - ii. Deck Reconstruction
 - iii. Preliminary Punch List
 - iv. Final Punch List
- b. In addition, we will attend phone/zoom meetings on a bi-weekly basis with architecture and any other relevant consultants available on the calls
- c. The architecture/structural proposal includes 2 additional on-site meetings to cover contractor questions that need to be addressed in the field.
- d. Additional meetings will be billed on a time and materials basis.

2. CONSTRUCTION

- a. Prepare CONFORMED for CONSTRUCTION drawings that reflect plan check and addendum changes to the original permit/bid drawings. PDF format for owner's use.
- b. Review Requests for Information (RFI) from the selected (awarded) contractor and route to the appropriate consultant for response. Route responses back through IVGID's project manager.
- c. Review shop drawings and route to the appropriate consultant for review and response. We will review several iterations of shop drawings until the consultant team is satisfied with the quality and accuracy of the shop drawings.
- d. Consultant Team will issue Supplementary Information documents (ASI) to aid the contractor and clarify issues not covered with RFI responses.
- e. Consultant Team will review change order and pay requests for accuracy and require further documentation or clarity if necessary.

May 27, 2020

3. CLOSE-OUT

- a. Consultant Team will review O & M manuals and As-Built drawings and other close-out documents.
- b. Conduct at least (2) punch list review site visits and issue corrections lists. Follow-up meetings will be addressed as necessary.
- c. Prepare RECORD drawings for the owner.

4. DESIGN DEVIATION / VALUE ENGINEERING

- a. Work that is requested of the Design Team that is a substantial deviation from the construction documents or is an effort to bring the cost of the work down from the bid amount shall be completed based on separate design proposal(s) specifically written for the proposed deviation. Time required to generate the proposal shall be billed against the T&M fee quoted.

SECTION 2: PROFESSIONAL FEE:

1. TIME AND MATERIALS BASIS.

ARCHITECTURE / STRUCTURAL ENGINEERING	\$28,000.00
CIVIL ENGINEER	\$7,800.00
MECHANICAL ENGINEERING	\$8,200.00
ELECTRICAL ENGINEERING	\$5,200.00
<hr/>	
TOTAL	\$49,200.00

SECTION 3: EXCLUSIONS

- 1. These services can be contracted with BJG or through a consultant:
 - a. Permit fees
 - b. Water, Electric, Gas and Sewer application fees:
 - c. Special Inspection Services (1704 IBC)
 - d. Public Meeting attendance or presentations
 - e. Printing and distribution of bid plans to contractors

END OF PROPOSAL

GENERAL TERMS AND CONDITIONS

SECTION 2: RIGHT OF ENTRY

- 2.1 Client shall provide BJG | ARCHITECTURE + ENGINEERING® (BJG) with right of entry to the site at all times during design and construction phases of the work.

SECTION 3: EXISTING CONDITIONS

- 3.1 Client shall provide soils investigation report, and any other site information available that might affect the structure.
- 3.2 For remodel or additions, client shall provide plans and calculations for existing construction. BJG may rely on the information furnished in their design. BJG shall not be responsible for defects or omissions in the existing design or construction. If BJG discovers defects, deficiencies or omissions during the performance of his services, he shall promptly report them to the client.

May 27, 2020

SECTION 4: RELATED SERVICES

- 4.1 BJG shall only be responsible for work shown on BJG's drawings or work specifically designed by BJG.
- 4.2 Related work shown on the drawings of other design professionals is the responsibility of those professionals.

SECTION 5: SCHEDULE AND DELAYS

- 5.1 BJG will diligently pursue his work and will comply with mutually agreed upon schedules.
- 5.2 BJG's work is dependent upon the work of other professionals and on decisions by the owner. All must work together to efficiently complete the work and meet schedules.
- 5.3 Fees are based on designing the work one time and on a continuous work basis. Changes in the project or protracted delays may result in added costs. BJG shall notify client if extra work or added costs are anticipated.
- 5.4 BJG will be excused for any delay in completion of the work caused by acts of God, acts of client or client's agent, labor disputes, acts of public bodies or inspectors or failure of client to make prompt progress payments.
- 5.5 BJG shall not be liable for damages caused by delay in completion of this project. These damages include but are not limited to lost opportunity costs, lost rent, changes in political policies and project interest expense.

SECTION 6: CONSTRUCTION COSTS

- 6.1 BJG may issue an opinion of probable construction cost. BJG has no control over the construction marketplace and scope of the project and cannot guarantee costs. BJG shall not be liable for damages due to project not meeting budget or cost estimates and the resulting cost of revision and delay.

SECTION 7: OWNERSHIP OF DOCUMENTS

- 7.1 All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by BJG or BJG's consultants are instruments of service and shall remain the property of BJG or BJG's consultants, respectively. BJG or consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto.
- 7.2 Client agrees that all plans, specifications, calculations and reports furnished to the client or his agent are for use solely by client only on this specific project. These documents may not be reused on subsequent projects and may not be sold or assigned to others without written permission of BJG.

SECTION 8: DISPUTES

- 8.1 In the event that a dispute should arise relating to the performance of the services to be provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

SECTION 9: STANDARD OF CARE

- 9.1 Service performed by BJG under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this community under similar conditions. No other warranty, expressed or implied, is made.
- 9.2 If, due to BJG's error or omission, any required item is omitted from the Project construction documents, BJG shall only be responsible for extra costs caused by BJG's error or omission, and not for the cost of the item itself.

SECTION 10: LIMITATION OF LIABILITY

- 10.1 The client agrees to limit BJG's liability to the client and all construction contractors and sub-contractors on the project arising from BJG's professional acts, errors or omissions, such that the total aggregate liability of BJG to all those named shall not exceed \$500,000 or BJG's total fee paid for the services rendered on this project, whichever is greater. The client further agrees to require of the contractor and his sub-contractors an identical limitation of BJG's liability for damages suffered by the contractor and his sub-contractors arising from BJG's professional acts, errors or omissions. Neither the contractor nor any of his sub-contractors assumes any liability for damages to others which may arise on account of BJG's professional acts, errors or omissions. If the client desires additional insurance, project specific insurance may be available and purchased with Client paying for the additional premium.
- 10.2 BJG is not responsible for construction means, methods, techniques, schedules, or safety programs. Client shall require the contractor to provide insurance as desired to protect Client and the public against construction risks.

SECTION 11: INSURANCE

- 11.1 BJG represents and agrees that it and its agents, staff and consultants employed by BJG are protected by worker's compensation insurance and that BJG has coverage under public liability and property damage insurance policies which BJG deems to be adequate to protect BJG from the acts of BJG's employees. Certificates of insurance shall be provided to client upon request in writing. Within the limits and conditions of

May 27, 2020

such insurance, BJG agrees to indemnify and hold client harmless from and against any loss, damage, or liability arising from any negligent acts by BJG, its agents, staff and consultants. BJG will not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff and other consultants.

SECTION 12: TERMINATION

- 12.1 This Agreement may be terminated by either party upon seven (7) days' notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if the substantial failure has not been remedied before expiration of the period specified in the written notice. In the event of termination, BJG will be paid for services performed to the termination notice date plus reasonable termination expenses.
- 12.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by this Agreement, BJG may complete such analyses and records as necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the above services of BJG.

SECTION 13: ASSIGNS

- 13.1 Neither the client nor BJG may delegate, assign, sublet or transfer his duties or interest to the Agreement without the written consent of the other party.

SECTION 14: PAYMENT

- 14.1 Billings will be made monthly. Terms Net 30 days: A late payment (Finance Charge) will be computed at the periodic rate of 1.0% per month, which is annual percentage of 12%, and will be applied to any unpaid balance commencing thirty (30) days after the date of the original invoice.
- 14.2 Should it become necessary to retain legal counsel to enforce any terms or provisions of this agreement; or to collect any portion of the amount payable under this agreement, then all attorneys' fees, collection expenses, litigation expenses and court costs shall be paid to the Prevailing Party.
- 14.3 Client agrees to pay all charges not in dispute within 30 days of receipt of Consultant's invoice. Client agrees that BJG may suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Consultant's invoice. Client agrees to waive any claim against Consultant, and to indemnify, defend, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination due to Client's failure to provide timely payment. Any charges held in dispute shall be called to Consultant's attention in writing within ten days of receipt of Consultant's invoice.
- 14.4 Pursuant to statute, client is hereby formally notified that BJG may, at a future date, file a mechanics lien against the Project property and / or take other legal action should contractual payment terms not be fully satisfied.

14.5 RETAINER: No retainer is required.

SECTION 15: LAW

- 15.1 The governing law for this agreement shall be in accordance with the laws of the jurisdiction of the project.

SECTION 16: PROJECT COMPLETION

- 16.1 BJG's services are complete on delivery of the "deliverables" noted in section 1.

SECTION 17: ACCEPTANCE

- 17.1 This proposal is valid for 30 days from the date of signature by Blakely Johnson and Ghusn, Inc. Please sign and return a copy of this contract to our office along with the retainer specified in to authorize us to begin work.

ACCEPTED AND AGREED TO:

BY: _____

BY:  _____
Jim Wallis, Architect

FOR: _____

FOR: B|G | ARCHITECTURE + ENGINEERING

DATE: _____

DATE: May 27, 2020



Contract Documents
for
TENNIS CENTER RENOVATION
IVGID Project Number 4588BD1604
PWP No. WA-2020-185

Issued for Bidding
April 17, 2020

Prepared for:
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Community Services Department

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

and
BJG ARCHITECTURE & ENGINEERING
449 S. Virginia St., 4th Floor
Reno, Nevada 89501

TABLE OF CONTENTS
Contract Documents

<u>Section</u>	<u>Description</u>	<u>Pages</u>
1	Invitation to Bid.....	2
2	Instructions to Bidders.....	14
3	Bid Form	12
4	Bid Bond	2
5	Agreement	8
6	Application and Certificate for Payment	2
7	Performance Bond	2
8	Payment Bond	2
9	Standard General Conditions.....	72
10	Supplementary Conditions	10
11	Washoe County 2019/2020 Prevailing Wage Rates	38
11a	Washoe County 2019/2020 Prevailing Wages, Amendments 2 and 5	2
12	Technical Specifications..... See Technical Table of Contents	

This page intentionally left blank.

ADVERTISEMENT FOR BIDS

Sealed proposals will be received at the offices of the Incline Village General Improvement District (IVGID or District) Public Works Department, located at 1220 Sweetwater Road, Incline Village, Washoe County, Nevada, until **2:00 p.m. May 21, 2020**, at which time they will be publicly opened and read for:

TENNIS CENTER RENOVATION PROJECT IVGID Project Number 4588BD1604

The Project includes the following Work:

The remodel of an existing Tennis Center Pro Shop, Self-Serve and Restroom Facilities, located at 964 Incline Way in Incline Village, Nevada, to address ADA accessibility, update restrooms, kitchen and sundry space, improve customer flow for check-in process, expand deck, and provide a retractable awning.

Owner anticipates that the Project's total bid price will be approximately \$800,000.00. The Project has an expected total duration of **273** days.

Bidding Documents, including Plans and Specifications, may be obtained at the Owner's Planet Bids website (<https://www.planetbids.com/portal/portal.cfm?CompanyID=30437>). Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. Contract documents are available for examination at the IVGID Public Works office.

This is a Prevailing Wage project. In accordance with the provisions of NRS 338, the IVGID Board of Trustees has ascertained from the Labor Commissioner the general prevailing wage in the locality of the District for each craft and type of workman, and the CONTRACT will contain in express terms the hourly and daily rate of such prevailing wage. The PWP number for this project is WA-2020-0185.

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder. The Contractor must bid all schedules.

A non-mandatory online pre-bid conference will be held on **April 29, 2020 at 2:00 p.m.** All potential bidders registered at the Owner's Planet Bids website will be sent an invitation to join the meeting online, and are urged to attend.

Any questions concerning this Project should be directed to the IVGID Engineering office at 775-832-1267.

This page intentionally left blank.

INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—the office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See Section 5, Agreement, for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project, and permission to download or other distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website, as indicated in the Advertisement to bid. Owner recommends that Bidder register as a plan holder at this website, and obtain a complete set of the Bidding Documents from the website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are highly encouraged to register as plan holders at the Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified above.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version XI Standard or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and

Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 48 hours of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Washoe County Business License prior to commencing construction.
- D. Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid. One time raise in licensing monetary limits shall be approved by the State of Nevada prior to the time of submitting bid and shall be submitted with the bid.
- E. Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds \$100,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five percent (5%) preference and is also eligible for the bidder preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall submit with their Bid Form:
 - 1. Certificate of Eligibility: A valid "Certificate of Eligibility" issued by the State of Nevada Contractor's Board, and
 - 2. Public Works Bidder's Preference Affidavit: A fully-executed copy of the Public Works Bidder's Preference Affidavit as proof of the Contractor's compliance with the provisions of NRS 338.

Failure to submit the Certificate of Eligibility and Affidavit with your Bid shall result in a waiver of any Bidder preference.

3.02 *Bid Form:*

- A. Bidder is to submit the following information with its Bid, to demonstrate Bidder's qualifications to perform the Work. Bids without such documentation included will be deemed Non-Responsive:

1. A list of all first-tier subcontractors, equipment, and materials suppliers that will supply more than five percent (5%) of the bid amount. If the Contractor intends to self-perform any portion of the Work exceeding five percent (5%) of the Bid Amount, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
 2. Within two (2) hours after the opening of Bids, those bidders submitting the three lowest Bids must submit the names of each first-tier subcontractor, equipment and material supplier that will supply more than 1% of the bid amount, or Fifty Thousand Dollars (\$50,000), whichever is greater. If the Contractor intends to self-perform any portion of the Work exceeding one percent (1%) of the Bid Amount or Fifty Thousand Dollars (\$50,000), whichever is greater, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
 3. A list of similar projects previously completed by Bidder, including contact person with their telephone number and email, and the date the project was completed.
 - a. Contractor is required to have successfully performed three (3) projects of similar scope within the last five (5) years, including one (1) with a minimum project total cost of \$400,000,
 4. Work history of Job Foreman/Superintendent, Pipe Foreman and Equipment Operator.
 - a. Contractor is required to staff project with a Job Foreman/Superintendent and Pipe Foreman with minimum experience of five (5) years' experience with similar project work and three (3) projects within five (5) years greater than \$250,000.
 5. Bidder's state or other contractor license number, if applicable.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated will result in the Bid being deemed Non-Responsive.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: If necessary to the Work, the Bidding Documents will contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.

- b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 - 1. Asbestos and Lead Pre-Renovation Inspection Report by Premier Environmental Consulting dated August 7, 2019.

Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

5.04 *Site Visit and Testing by Bidders*

- A. It is recommended that Bidder visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional

examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer through Owner's Planet Bids website.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 If the Instructions to Bidders require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

- 13.01 The basis of Bid is set in Section 3 – Bid Form. Description of the various basis of Bid are as follows:
 - A. If Bid is Lump Sum
 - 1. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.
 - B. If bid is a Base Bid with Alternates
 - 1. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
 - 2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

C. If bid is a Unit Price

1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
2. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity," which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked and sealed opaque envelope with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed opaque envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 17.01 Owner reserves the right to reject any or all Bids pursuant to Nevada State law, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 17.05 *Evaluation of Bids*
 - A. Bid will be awarded based on the total bid amount, including all add alternates.
 - B. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - C. If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All bids with separately-priced line items shall be analyzed to determine if the prices are unbalanced. A Bid may be rejected if Owner determines that the lack of balance poses an unacceptable risk to Owner. A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over- or understated, as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:
 - 1. Overpricing of startup work, mobilization, or early items of work ("front-end loading") would cause a Bidder to receive substantial up-front payment;
 - 2. Base quantities and option quantities are separate line items;

3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; and/or
 4. On items when the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low bidder.
- D. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
 - E. In evaluating bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
 - F. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
 - G. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
 - H. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project.
 - I. Owner reserves the right to reduce the Scope of Work up to twenty-five percent (25%) of the total Bid price by deleting items and/or reducing the Scope of Work without invalidating the Bid, if necessary, to reduce the cost of the project to within the Engineer's Estimate and/or Owner's budget.
 - J. Any Bidder which submitted a Bid to Owner may protest the recommendation of award in accordance with procedures as set forth in NRS 338.

ARTICLE 18—BONDS AND INSURANCE

- 18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by one (1) copy of each of the required bonds and insurance documentation.
- 18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 19—SIGNING OF AGREEMENT

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 20 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to

Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 20—SALES AND USE TAXES

20.01 Owner is exempt from Nevada state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 88-760004K). Per Section 15, Chapter 338 of the NRS, each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the Work will comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 21—NEVADA REVISED STATUTES

21.01 Each and every provision of Chapters 332, 338 and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they are included herein.

21.02 In accordance with NRS 338, the Successful Contractor shall report the name and address of each subcontractor to the Owner and Washoe County Labor Commissioner if the estimated total price of the Contract exceeds \$100,000.

21.03 Bidder's attention is directed to Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, an act relating to apprentices, requiring contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects.

ARTICLE 22—HISTORICAL AND ARCHAEOLOGICAL

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

ARTICLE 23—SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

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

- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596
- B. Part 1910 -- Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations
- C. Part 1926 -- Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

END OF INSTRUCTIONS

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



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department

Project Workforce Checklist

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

Project No.: _____ Contractor: _____

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

Continued...

Craft/Type of Work	More than 3 Employees Anticipated?	Do You Anticipate Needing Waiver?†
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker (can also include Air Balance Technician)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Soils & Materials Tester (includes Certified Soil Tester)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker, Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
*Other:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

† Pursuant to the Labor Commissioner's November 27, 2019 Advisory Opinion, waivers are not required in those crafts/types of work where no recognized apprenticeship program exists in the region where the public work is located. Contractor is responsible for verifying whether recognized apprenticeship programs exist in the region for each craft/type of work to be performed.

* Contractor is responsible for ensuring all crafts/types of work to be performed on the public work are accounted for on this checklist. Attach additional pages if needed.

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

Company Name: _____

Signed: _____

Name and Title: _____

Date: _____

SECTION 3 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village NV 89451
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum price(s):

BASE BID

TOTAL BASE BID ⁽¹⁾ (in figures):	\$
TOTAL BASE BID ⁽¹⁾ (in writing):	

BID ALTERNATES

Item No.	Description	Additional Cost (\$) ⁽²⁾
1	Aluminum Deck Railing	\$
2	Stone Wainscot	\$
3	Ceramic Tile Flooring in Restrooms	\$
4	Stainless Steel Toilet Partitions	\$
TOTAL BID ALTERNATES ⁽¹⁾ (in figures):		\$
TOTAL BID ALTERNATES ⁽¹⁾ (in writing):		
TOTAL BID (in figures): Base Bid and Bid Alternate Items 1 through 4 ⁽³⁾		\$
TOTAL BID (in writing): Base Bid and Bid Alternate Items 1 through 4 ⁽³⁾		

1. In the event that the bid in figures does not equal the bid in writing, the bid in writing will govern.
2. Provide the additional cost for the alternate item specified over the item included in the base bid.
3. Award of Bid will be based on the Base Bid total plus Bid Alternates total.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period.*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

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

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

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

Forman/Super's Name	Title	Years' Experience	
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount

List below the name, address and contractor’s or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor’s base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

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

This form is to document DBE bid solicitation. Fill this form out for each DBE bid solicited. Attach additional copies as necessary.

Project Name:
IVGID Project Number:
Prime Contractor Name:

Name of Subcontractor:
Address:
Telephone #:
E-mail Address:
License #:

Contract Item	Item of Work or Description of Services Bid to Prime Contractor	Price of Work Submitted to Prime Contractor

Notes:

Currently certified as an MBE or WBE under Nevada's DBE Program? Yes No

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, _____, on behalf of _____
 ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. _____, Project Name _____ ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: _____

Print Name: _____

Title: _____ Date: _____

State of _____)
)ss.
 County of _____)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
 by _____ (name of person making statement).

 Notary Signature

NOTARY STAMP

This page intentionally left blank.

SECTION 4 - BID BOND

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Incline Village GID Address <i>(principal place of business)</i> : Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 775-832-1267	Bid Project <i>(name and location)</i> : Tennis Center Renovation Project 964 Incline Way Incline Village, NV 89451 Bid Due Date: May 21, 2020
Bond Bond Amount: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 5

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Incline Village General Improvement District** (“Owner” or “IVGID”) and **[TBD]** (“Contractor”). This Agreement will be effective on **[TBD]** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The remodel of an existing Tennis Center Pro Shop, Self-Serve and Restroom Facilities, located at 964 Incline Way in Incline Village, Nevada, to address ADA accessibility, update restrooms, kitchen and sundry space, improve customer flow for check-in process, expand deck, and provide a retractable awning.

ARTICLE 2—ENGINEER

- 2.01 IVGID’s Engineering Division is to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 2.02 The part of the Project that pertains to the Work has been designed by BJB Architecture and Engineering and the IVGID Engineering Division.

ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Dates*

- A. Bidder agrees all work under this contract shall be Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates identified below:

1. Construction activities for the Project may begin on August 17, 2020.
2. Users must be able to access the Tennis Center Pro-shop and Restrooms until September 7, 2020.
3. The paving, retaining walls, footings, utility services, earthwork, storm drain work, and winterization, shall be completed by October 15, 2020.
4. Building, deck, fencing, other improvements not requiring grading shall be completed and open to the public by April 1, 2021.

5. Landscaping and irrigation shall be completed by May 28, 2021.
- B. The OWNER anticipates issuing the Notice to Proceed on or about June 24, 2020.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner **\$250** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$200** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 4—CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

- 5.01 *Submittal and Processing of Payments*
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 5.02 *Progress Payments; Retainage*
 - A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer, on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as

provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
 - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half percent (97.5%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, and as recommended by Engineer, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of six percent (6%) per annum.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Contractor's Bid dated **TBD**.
 3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 4. General Conditions.

5. Supplementary Conditions.
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.
8. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award **[TBD]**
 - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Award date of project.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

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

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed and approves this document

By: _____
Joseph J. Pomroy, P.E.
Director Public Works

By: _____
Jason Guinasso
District General Counsel

Agreed to:

By: _____
Tim Callicrate, Chairman

By: _____
Kendra Wong, Secretary

OWNER'S Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

CONTRACTOR:

Agreed to:

By: _____
Sign AND Print or Type Name

Attest: _____
Sign AND Print or Type Name

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

CONTRACTOR'S Address for Giving Notice:

License No. _____

Federal Tax ID No. _____

This page intentionally left blank.

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Incline Village General Improvement District</p> <p>Mailing address (<i>principal place of business</i>): Public Works Division; 1220 Sweetwater Road; Incline Village, NV 89451</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Tennis Center Remodel 964 Incline Way Incline Village, NV 89451</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner

to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
 14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
 16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

This page intentionally left blank.

SECTION 7 - PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner: Incline Village General Improvement District Mailing address <i>(principal place of business)</i> : Public Works Department; 1220 Sweetwater Road, Incline Village, NV 89451	Contract Description <i>(name and location)</i> : Tennis Center Remodel 964 Incline Way Incline Village, NV 89451 Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract,

whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

This page intentionally left blank.

SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

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

PROJECT: Tennis Center
Renovation

APPLICATION NO:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER

PERIOD TO

FROM CONTRACTOR:

P.O. Number:

CIP Number: 4588BD1604
PWP WA-2020-185
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR:

By: _____ Date: _____

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

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **0.00**

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

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by OWNER:	\$0.00	\$0.00
Total approved this Month:	\$0.00	\$0.00
TOTALS:	\$0.00	\$0.00
NET CHANGES by Change Order:	\$0.00	

Section 6 - Page 7

This page intentionally left blank.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



Copyright© 2018

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards.....	9
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents	10
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	11
4.01 Commencement of Contract Times; Notice to Proceed	11
4.02 Starting the Work.....	11
4.03 Reference Points	12
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities.....	18
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		22
6.01	Performance, Payment, and Other Bonds.....	22
6.02	Insurance—General Provisions.....	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance	25
6.05	Property Losses; Subrogation	26
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		28
7.01	Contractor’s Means and Methods of Construction	28
7.02	Supervision and Superintendence	28
7.03	Labor; Working Hours	28
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	29
7.06	Substitutes	30
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	33
7.09	Permits.....	33
7.10	Taxes	34
7.11	Laws and Regulations.....	34
7.12	Record Documents.....	34
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	36
7.15	Emergencies.....	36
7.16	Submittals	36
7.17	Contractor’s General Warranty and Guarantee	39
7.18	Indemnification	40
7.19	Delegation of Professional Design Services	40
Article 8—Other Work at the Site.....		41
8.01	Other Work	41
8.02	Coordination	42
8.03	Legal Relationships.....	42

Article 9—Owner’s Responsibilities.....	43
9.01 Communications to Contractor	43
9.02 Replacement of Engineer.....	43
9.03 Furnish Data	43
9.04 Pay When Due.....	43
9.05 Lands and Easements; Reports, Tests, and Drawings.....	44
9.06 Insurance.....	44
9.07 Change Orders	44
9.08 Inspections, Tests, and Approvals.....	44
9.09 Limitations on Owner’s Responsibilities	44
9.10 Undisclosed Hazardous Environmental Condition.....	44
9.11 Evidence of Financial Arrangements.....	44
9.12 Safety Programs	44
Article 10—Engineer’s Status During Construction	45
10.01 Owner’s Representative.....	45
10.02 Visits to Site.....	45
10.03 Resident Project Representative.....	45
10.04 Engineer’s Authority	45
10.05 Determinations for Unit Price Work	46
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	46
10.07 Limitations on Engineer’s Authority and Responsibilities	46
10.08 Compliance with Safety Program.....	46
Article 11—Changes to the Contract	47
11.01 Amending and Supplementing the Contract	47
11.02 Change Orders	47
11.03 Work Change Directives.....	47
11.04 Field Orders.....	48
11.05 Owner-Authorized Changes in the Work.....	48
11.06 Unauthorized Changes in the Work.....	48
11.07 Change of Contract Price	48
11.08 Change of Contract Times.....	50
11.09 Change Proposals.....	50
11.10 Notification to Surety.....	51

Article 12—Claims.....	51
12.01 Claims.....	51
Article 13—Cost of the Work; Allowances; Unit Price Work	52
13.01 Cost of the Work	52
13.02 Allowances	56
13.03 Unit Price Work.....	56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	57
14.01 Access to Work.....	57
14.02 Tests, Inspections, and Approvals.....	57
14.03 Defective Work	58
14.04 Acceptance of Defective Work.....	59
14.05 Uncovering Work	59
14.06 Owner May Stop the Work	59
14.07 Owner May Correct Defective Work.....	60
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	60
15.01 Progress Payments.....	60
15.02 Contractor’s Warranty of Title	63
15.03 Substantial Completion	63
15.04 Partial Use or Occupancy	64
15.05 Final Inspection	65
15.06 Final Payment.....	65
15.07 Waiver of Claims	66
15.08 Correction Period	67
Article 16—Suspension of Work and Termination	68
16.01 Owner May Suspend Work	68
16.02 Owner May Terminate for Cause.....	68
16.03 Owner May Terminate for Convenience.....	69
16.04 Contractor May Stop Work or Terminate	69
Article 17—Final Resolution of Disputes	70
17.01 Methods and Procedures.....	70
Article 18—Miscellaneous	70
18.01 Giving Notice	70
18.02 Computation of Times.....	70

18.03	Cumulative Remedies	71
18.04	Limitation of Damages	71
18.05	No Waiver	71
18.06	Survival of Obligations	71
18.07	Controlling Law	71
18.08	Assignment of Contract.....	71
18.09	Successors and Assigns	71
18.10	Headings.....	71

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

See SC-1.01

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: ~~When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.~~
- C. ~~*Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

See SC-2.01

2.02 *Copies of Documents*

- A. ~~Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.~~

See SC-2.02

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. ~~Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.~~

See SC-3.01

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

EJCDC® C-700, Standard General Conditions of the Construction Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

See SC-4.01

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work.~~ Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

See SC-4.03

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

See SC-4.04

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible. See SC -5.02
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. ~~*Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~

See SC-5.03

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. The contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

See SC-5.03

5.04 *Differing Subsurface or Physical Conditions*

- A. ~~Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:~~
- ~~1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;~~
 - ~~2. is of such a nature as to require a change in the Drawings or Specifications;~~
 - ~~3. Differs materially from that shown or indicated in the Contract Documents; or~~
 - ~~4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;~~

~~then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~

See SC-5.04

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question

has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. Verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. ~~Reports and Drawings: The Supplementary Conditions identify:~~
- ~~1. Those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
 - ~~2. Drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
 - ~~3. Technical Data contained in such reports and drawings.~~

~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
- ~~2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

See SC-5.06

- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

- and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
 - H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
 - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
 - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

See SC-6.02

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities

identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

See SC-6.02

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

See SC-6.03

- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. As to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

See SC-6.03

6.04 *Builder's Risk and Other Property Insurance*

- A. ~~*Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~

See SC-6.04

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

See SC-7.03

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

See SC-7.04

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract

with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

See SC-7.07

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

See SC-7.09

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

See SC-7.11

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

See SC-7.13

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the

Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

See SC-7.18

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

See SC-9.12

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

~~A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith. See SC-10.06~~

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

See SC-10.07

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

See SC-11.07

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 6. Expenses incurred in preparing and advancing Claims.
 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

See SC-17.02

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF GENERAL CONDITIONS

SECTION 10 - SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

Article 1—DEFINITIONS AND TERMINOLOGY

1.01 SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraph:

- A. 1.01.A.38.b. Specialist—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

Article 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor hard copies of the Contract Documents as are reasonably necessary, with a maximum of five (5) sets, for execution of the work. Additional copies will be furnished, upon request, at the cost of production.

Article 3—**CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

Article 4—**COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

4.03 *Reference Points*

SC-4.03. Delete the first sentence of Paragraph 4.03.A in its entirety.

4.04 *Progress Schedule*

SC-4.04. Add the following new paragraphs to the end of Paragraph 4.04.B:

4.04.C. The Contractor shall submit a construction schedule within ten (10) days of Notice of Award. Thereafter, the Contractor shall submit an updated construction schedule every month.

4.04.D. Contractor shall comply with the requirements of Washoe County Development Code Division 4, Article 414, "Noise and Lighting Standards" in the performance of the Work. However, NO equipment operation, including "warm up," shall occur prior to 8:00 a.m. nor after 6:00 p.m., Mondays through Saturdays. There is to be no work on Sundays. The Engineer shall have final say as to the adequacy of the equipment for other than day use, and no additional payment shall be made to Contractor for the rental of equipment to meet these limitations.

Article 5—**SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.02 *Use of Site and Other Areas*

SC-5.02. Add the following language to the end of Paragraph 5.02.A.1:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the Site.

5.03 *Subsurface and Physical Conditions*

SC-5.03. Delete Paragraph 5.03.C in its entirety and insert the following in its place:

5.03.C Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site is as follows:

5.03.C.1. No subsurface explorations and/or tests have been performed. The Contractor shall have full responsibility with respect to subsurface conditions at the sites.

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

5.03.E. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at 1220 Sweetwater Road, Incline Village, NV during regular business hours, or may request copies from Engineer at the cost of reproduction.

5.03.F. The Contractor shall verify the locations and dimensions of all existing equipment and structures, whether shown on the plans or not, and shall have full responsibility with respect to physical conditions in or relating to such structures and equipment.

5.03.G. Contractor is advised that the Lake Tahoe basin is known for large rocks and boulders buried under the surface, and it is common to find boulders within the work area.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04.A in its entirety and insert the following in its place:

5.04.A. Notice by Contractor: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site differs materially from conditions ordinarily encountered in the Tahoe Basin and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

5.04.A.2.a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by becoming bound under a negotiated contract, or otherwise; or

5.04.A.2.b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

5.04.A.2.c. Contractor failed to give the written notice as required by SC-5.04.A.

5.06 *Hazardous Environmental Conditions*

SC-5.06. Delete Paragraphs 5.06.A and Paragraph 5.06.B in their entirety and insert the following in their place:

5.06.A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner.

Article 6—**BONDS AND INSURANCE**

6.02 *Insurance—General Provisions*

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.A:

6.02.A.1. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have an A.M. Best's rating of no less "A (FSC-VII)."

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.J:

6.02.K. Contractor shall furnish properly executed certificates of insurance to Owner prior to commencement of Work under this agreement. Such certificates shall: clearly evidence all coverage required herein, including specific evidence of an endorsement naming Owner and Engineer as an additional insured, as well as all exclusions to the policies; indicate whether coverage provided is on a claims-made or occurrence basis; provide that such insurance shall not be materially changed, terminated or allowed to expire except on 30 days prior written notice to Owner; and be forwarded to: IVGID Engineering Division, 1220 Sweetwater Road, Incline Village, NV 89451. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, employees or volunteers.

6.03 *Contractor's Insurance*

SC-6.03. Add the following new paragraphs immediately following Paragraph 6.03.A:

6.03.A.1. Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

6.03.A.2. General Liability: Contractor shall purchase General Liability including appropriate Auto Liability with a \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

6.03.A.3. Commercial Insurance: Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the Incline Village General Improvement District naming it as additional insured, indicating coverage types amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.C:

6.03.D. Deductible and/or Self-Insured Retention (SIR)

1. Any deductible and/or SIR must be declared to and approved by the Owner. The District reserves the right to request additional documentation (financial or otherwise) prior to giving its approval of the deductible and/or SIR and prior to executing the underlying Agreement. Any changes to the deductible and/or SIR made during the term of this Agreement or during the term of any policy, just be approved by the Owner prior to the change taking effective.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

Article 7—**CONTRACTOR'S RESPONSIBILITIES**

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

7.03.C.1. Contractor and Subcontractor regular working hours may consist of up to 9 working hours within a 10-hour period between 8:00 a.m. and 6:00 p.m., excluding Sundays and holidays recognized by Owner.

7.04 *Services, Materials, and Equipment*

SC-7.04. Add the following new paragraph to the end of Paragraph 7.04.C:

7.04.D. Any materials or work not meeting Contract requirements shall be resubmitted to the Engineer or reconstructed at the Contractor's expense. Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

7.07 *Services, Materials, and Equipment*

SC-7.07. Add the following language at the end of Paragraph 7.07.A:

Contractor shall perform a minimum of 50 percent of the onsite labor with its own employees.

7.09 *Permits*

SC-7.09. Add the following new paragraph to the end of Paragraph 7.09.A:

7.09.B. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified:

1. The CONTRACTOR shall conduct all Work in accordance with the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, whether shown on the plans or not. If the CONTRACTOR fails to follow any requirements which result in a penalty by TRPA to the OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.
2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.

7.11 *Laws and Regulations*

SC-7.11. Add the following new paragraph(s) immediately after Paragraph 7.11.C:

7.11.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.11, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

7.11.D.1. Prevailing Wage Rates:

7.11.D.1.a. Pursuant to NRS 338.020, hourly and daily rate of wages must not be less than prevailing wage in Washoe County. The most current schedule of prevailing wage rates as of contract award date, as determined by the Labor Commission of the State of Nevada, is included herein and shall be posted onsite.

7.11.D.2. Fair Employment Practices:

7.11.D.2.a. Pursuant to NRS 338.125, in connection with performance of Work under these Contract Documents, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.11.D.2.b. Contractor further agrees to insert this provision in all subcontracts thereunder except subcontracts for standard commercial supplies or raw materials.

7.11.D.2.c. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

7.11.D.3. Preferential Employment:

7.11.D.3.a. Pursuant to NRS 338.130, Contractor shall give preference in hiring, the qualifications of the applicants being equal: (a) First: To honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; and (b) Second: To other citizens of the State of Nevada.

7.11.D.3.b. If the provisions of NRS 338.130 are not complied with by Contractor, Contract shall be void, and any failure or refusal to comply with any of the provisions of this section shall render any such Contract void.

7.11.D.4, SB 207, Apprentice Utilization Act

Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, which requires contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects.

7.11.E. The Contractor shall submit payrolls electronically via the internet into the Owner's contracted tracking system LCPtracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the Owner will provide the Contractor with the website addresses and a Login Identification with a password to access the payroll system. The Contractor is responsible for the set-up of access to the payroll system to their subcontractors. Training to utilize the system is available on the LCPtracker website.

7.13 *Safety and Protection*

SC-7.13. Add the following new paragraph immediately after 7.13.G:

7.13.G.1. The following Owner safety program(s) are applicable to the Work:

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to be performed under this Agreement. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
 - a. All employees and all other persons who may be affected by the operations of this Agreement.
 - b. All materials and equipment whether in storage on or off the construction site.
 - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.
3. The Contractor shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
4. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any confined space entries to be performed during completion of work under this Agreement. Contractor responsibilities include but are not limited to:
 - a. Review and be familiar with the Owner's online written Confined Space program.
 - b. Review documented information about Owner's confined spaces in which entry is intended. This information includes identified hazards for each permit-required confined space. The Contractor shall be responsible for performing their own hazard assessment prior to any confined space entry.
 - c. Contractor shall have their own confined space entry program. Upon request of the Owner, Contractor will provide a statement confirming they are in compliance with their confined space entry program including requirements for confined space training for employees associated with the Work.
 - d. Be responsible for following all confined space requirements established by the provisions in CFR 1910.146 and its chapters.

- e. Coordinate entry operations with the Owner when employees from the Contractor will be working in or near confined spaces.
- f. Debrief the Owner on any hazards confronted or created at the completion of entry operations.
- g. Place signs stating, "Danger, Follow Confined Space Entry Procedures Before Entering" at each confined space to be entered. The Contractor shall never leave a confined space open or unattended.

7.18 Indemnification

SC-7.18. Add the following new paragraph immediately after Paragraph 7.18.B:

7.18.C. The Contractor agrees to hold harmless, indemnify and defend Owner, his employees, agents, consultants, or representatives from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to Contractor's property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of the Contractor, his employees, agents, representatives or subcontractors arising out of the performance of work under these Contract Documents by the Contractor, or by others under the direction or supervision of the Contractor.

In determining the nature of the claim against Owner, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Owner.

In the event of a claim or lawsuit against Owner, Contractor shall reimburse Owner for cost of Owner's personnel in defending such actions. Reimbursement for the time spent by such personnel shall be the rate charged for such services by the private sector.

Article 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

Article 9—OWNER'S RESPONSIBILITIES

9.12 Owner's Site Representative

SC-9.12 Add the following new paragraphs immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner as Resident Project Representative

9.13.A. Owner may furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 10, Engineer's Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

9.13.B. In addition to the Resident Project Representative which may furnished by Engineer, Owner may furnish an Owner's Site representative to assist Engineer. The responsibilities, authorities, and limitations of authority of Owner's Site representative will be as specified for Engineer's Resident Project Representative.

Article 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.06 Determinations for Unit Price Work

SC-10.06. Delete Paragraph 10.06 in its entirety and replace it with the following paragraph:

10.06. The Engineer will have the authority to determine the actual quantities and classifications of the items of Unit Price Work performed by the Contractor, and the written decisions of the Engineer on such matters will be final, binding on the Owner and Contractor, and not subject to appeal (except as modified by the Engineer to reflect changed factual conditions).

10.07 Limitations on Engineer’s Authority and Responsibilities

SC-10.07. Add the following new paragraph immediately after Paragraph 10.07.E:

10.07.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

Article 11—CHANGES TO THE CONTRACT

11.07 Change of Contract Price

SC-11.07. Add the following new paragraph immediately after Paragraph 11.07.C:

11.07.D. In the event Contractor submits request for additional compensation as a result of a change or differing Site conditions, or as a result of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor’s books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

Article 12—CLAIMS

No suggested Supplementary Conditions in this Article.

Article 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

No suggested Supplementary Conditions in this Article.

Article 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

Article 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No suggested Supplementary Conditions in this Article.

Article 16—**SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

Article 17—**FINAL RESOLUTIONS OF DISPUTES**

17.02 *Arbitration*

SC-17.02. Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02.A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of NRS, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

SC-17.02.B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

SC-17.02.C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

SC-17.02.C.1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

SC-17.02.C.2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

SC-17.02.D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

SC-17.02.E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

SC-17.02.F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

Article 18—**MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

END OF SUPPLEMENTARY CONDITIONS

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

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

2020 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)

MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
PAINTER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

Nevada Revised Statutes (NRS) 338.010(21) "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 workman.

NRS 338.035 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 338.030.

Please see Assembly Bill 190 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

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 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
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.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		63.18
Air Balance Technician-Foreman		65.51
Air Balance Technician-General Foreman		69.84
<p>See AIR BALANCE TECHNICIAN JOB DESCRIPTION</p> <p>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:</p> <p>Zone 1- 1 to 75 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base) 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.</p> <p>ADD PREMIUM PAY All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:</p> <ol style="list-style-type: none"> For all hours worked over Eight (8) Hours in one day or shift. For the first Eight (8) Hours work on Saturday. <p>All hourly rates are subject to Double Time of the Regular Rate:</p> <ol style="list-style-type: none"> For all hours worked over Ten (10) Hours in one day or shift. For all hours worked over Eight (8) Hours on Saturday. 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. 		
ALARM INSTALLER		Non-Union
Alarm Installer		31.82
<p>ALARM INSTALLER Includes but is not limited to:</p> <ol style="list-style-type: none"> 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; Installing of wiring and signaling units; Repairing electrical protective signaling systems Starting up, programming and documenting systems; 		
BOILERMAKER		Non-Union
Boilermaker		65.94
<p>BOILERMAKER Includes but is not limited to:</p> <ol style="list-style-type: none"> 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.									
BRICKLAYER	Non-Union								
Bricklayer-Journeyman	38.23								
Bricklayer-Foreman	38.23								
Bricklayer-General Foreman	38.23								
BRICKLAYER , includes but is not limited to: <ol style="list-style-type: none"> 1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures; 2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and 3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement. 4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work. 5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same. 									
CARPENTER	Union								
Carpenter-Journeyman	49.36								
Carpenter-Foreman	52.56								
See CARPENTER JOB DESCRIPTION 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Zone 1-0 to 75 miles</td> <td>\$0.00 (Road miles from the Washoe County Courthouse)</td> </tr> <tr> <td>Zone 2-75-150 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 3-150-300 miles</td> <td>\$5.00</td> </tr> <tr> <td>Zone 4 over 300 miles</td> <td>\$6.00</td> </tr> </table>		Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)	Zone 2-75-150 miles	\$4.00	Zone 3-150-300 miles	\$5.00	Zone 4 over 300 miles	\$6.00
Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)								
Zone 2-75-150 miles	\$4.00								
Zone 3-150-300 miles	\$5.00								
Zone 4 over 300 miles	\$6.00								
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.									
CEMENT MASON	Union								
Cement Mason-Journeyman	43.12								

Cement Mason-Foreman	46.26
See CEMENT MASON JOB DESCRIPTION	
<p>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:</p> <p>Zone 1-0-90 miles \$0.00 Zone 2-91 miles and over \$6.00</p>	
<p>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.</p>	
ELECTRICIAN-COMMUNICATION TECHNICIAN	Union
Communication Installer	37.50
Communication Technician	41.41
Senior Technician	44.45
See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <p>Zone 1-0-70 miles \$0.00 Zone 2-71-90 miles \$5.00 Zone 3 -91 miles and over \$7.00</p>	
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift. 2. For the first eight (8) hours worked on Saturday 	
<p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (10) hours in one day or shift. 2. For any hours worked on Sunday 3. For any hours worked on Holidays 	
<p>Shift Rates</p> <ol style="list-style-type: none"> 1. Swing shift to be paid at seventeen point three (17.3) percent the regular straight time rate for hours between 4:30pm and 1:00am. 2. Graveyard shift to be paid at thirty one point four (33.4) percent the regular straight time rate for hours between 12:30am and 9:00am. 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)	
ELECTRICIAN-LINE	Union
Electrician-Groundman	42.28
Electrician-Lineman	64.02
Electrician-Foreman	70.19
Electrician-General Foreman	76.56
Heavy Equipment Operator	52.19
See ELECTRICIAN LINEMAN JOB DESCRIPTION	
<p>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.</p>	
ELECTRICIAN-NEON SIGN	Union
Electrician-Neon Sign	53.90
<p>ELECTRICIAN-NEON SIGN, includes but is not limited to:</p> <ol style="list-style-type: none"> 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; <p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift. 2. For up to 8 hours worked on Saturday from midnight to midnight. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday. 2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays. <p>SHIFT DIFFERENTIAL Second Shift (Swing) will be an additional \$0.75 cents per hour. Third Shift (Graveyard) will be an additional \$1.00 per hour.</p> <p>HIGH TIME (Working at heights)</p> <ol style="list-style-type: none"> 1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.25 per hour in addition to their normal rate for a minimum of 2 hours. 2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$3.25 per hour in addition to their normal rate for a minimum of 4 hours. <p>FOREMAN</p> <ol style="list-style-type: none"> 1. First employee on the job must have a CDL and Welder certification and shall be paid \$1.00 per hour in addition to their normal rate of pay. 2. When supervising (5) or more workers shall be paid an additional \$1.25 per hour. 	
ELECTRICIAN-WIREMAN	Union
Wireman	59.89
Cable Splicer	64.06

Wireman-Foreman	64.06
Wireman-General Foreman	68.23
See ELECTRICIAN-WIREMAN JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Electrician rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <p>Zone 1-0-70 miles \$0.00 Zone 2-71-90 miles \$8.00 Zone 3 -91 miles and over \$10.00</p> <p>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:</p> <p>3. For all hours worked over eight (8) hours in one day or shift. 4. For the first eight (8) hours worked on Saturday</p> <p>Double the regular straight time hourly rate shall be paid for all time:</p> <p>4. For all hours worked over eight (10) hours in one day or shift. 5. For any hours worked on Sunday 6. For any hours worked on Holidays 7.</p> <p>Shift Rates</p> <p>1. Swing shift to be paid at seventeen point three (17.3) percent the regular straight time rate for hours between 4:30pm and 1:00am. 2. Graveyard shift to be paid at thirty one point four (33.4) percent the regular straight time rate for hours between 12:30am and 9:00am. 3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.</p> <p>**Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)</p>	
ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	106.67
Elevator Constructor-Mechanic in Charge	115.80
<p>ELEVATOR CONSTRUCTOR, includes but is not limited to:</p> <p>1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters; 2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder; 3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;</p> <p>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.</p>	

FENCE ERECTOR	Non-Union								
Fence Erector	43.33								
FENCE ERECTOR Includes but is not limited to: <ol style="list-style-type: none"> 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; 									
FLAGPERSON	Union								
Flagperson	37.21								
FLAG PERSON , includes but is not limited to: <ol style="list-style-type: none"> 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; <p>ADD LABORER ZONE RATE (Highway and Dam Construction only) 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:</p> <table style="width: 100%; border: none;"> <tr> <td>Zone 1-0 to 75 miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Zone 2-75 to 150 miles</td> <td style="text-align: right;">\$4.00</td> </tr> <tr> <td>Zone 3-150 to 300 miles</td> <td style="text-align: right;">\$5.00</td> </tr> <tr> <td>Zone 4-300 miles and over</td> <td style="text-align: right;">\$6.00</td> </tr> </table> <p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 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. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 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. 		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
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								
FLOOR COVERER	Union								
Floor Coverer-Journeyman	44.69								
Floor Coverer-Foreman	47.72								
See FLOOR COVERER JOB DESCRIPTION ADD PREMIUM PAY Shift work <ol style="list-style-type: none"> 1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00pm and 6:00am. The Union must be notified in advance before utilizing shift work on a particular job. 									

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 (Article 23, section 5), 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 (Article 23, section 5), 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

GLAZIER	Non-Union
Glazier Journeyman	23.20

GLAZIER

Includes but is not limited to:

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

HIGHWAY STRIPER	Union
Highway Striper	42.83

See HIGHWAY STRIPER JOB DESCRIPTION

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

ADD PREMIUM PAY

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

3. For all hours worked over eight (8) hours in one day or shift.
4. For any hours worked on Saturday from mid ight to midnight.

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

4. For all hours worked over twelve (12) hours in one day or shift.
5. For any hours worked on Sunday from midnight to midnight.
6. For any hours worked on holidays from midnight to midnight.

HOD CARRIER-BRICK MASON TENDER	Union
---------------------------------------	-------

Brick Mason-Journeyman	39.33
Brick Mason-Foreman	39.73
See HOD CARRIER-BRICK MASON TENDER JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse:</p> <p>Zone 1-35 to 75 miles \$1.25 Zone 2-76 miles and over \$7.50</p>	
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 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. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 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. 	
HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	40.92
Plasterer Tender-Gun Tender	41.92
Plasterer Tender-Foreman	42.28
See HOD CARRIER-PLASTERER JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:</p> <p>Zone 1-70 miles \$0.00 Zone 70 miles and over \$8.00</p>	
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 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. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 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. 	
IRON WORKER	Union
Ironworker-Journeyman	73.30
Ironworker-Foreman	76.81

See IRON WORKER JOB DESCRIPTION

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.

LABORER	Union
<u>SEE GROUP CLASSIFICATIONS</u>	
Landscaper	34.92
Furniture Mover	36.42
Group 1	40.08
Group 1A	37.21
Group 2	40.18
Group 3	40.33
Group 4	40.58
Group 4A	43.08
Group 5	40.88
Group 6	
Nozzlemen, Rodmen	39.88
Gunmen, Materialmen	40.58
Reboundmen	40.23
Gunite Foremen	41.28

See LABORER JOB DESCRIPTION

ADD ZONE RATE

LABORER (Highway and Dam Construction only)

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

LABORER (Building Construction)

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

ADD PREMIUM PAY

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

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

**LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)**

Union

Lubrication and Service Engineer (mobile and grease rack)

60.56

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 4-3001 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:

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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

MECHANICAL INSULATOR

Union

Mechanical Insulator-Mechanic

66.59

Mechanical Insulator-Foreman

69.59

Mechanical Insulator-General Foreman	71.59						
<p>MECHANICAL INSULATOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials; 2. Installing blown-on insulation on pipe and machinery; 3. Lining of mechanical room surfaces and air handling shafts; 4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems; 5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems; 6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes; 7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent; 8. The application of material, including metal and PVC jacketing, 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; <p>ADD ZONE RATE In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Reno City Hall:</p> <table> <tr> <td>Zone 1-0-20 miles-</td> <td>\$1.25</td> </tr> <tr> <td>Zone 2-21-40 miles-</td> <td>\$2.50</td> </tr> <tr> <td>Over 40 miles-</td> <td>\$10.63</td> </tr> </table> <p>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.</p>		Zone 1-0-20 miles-	\$1.25	Zone 2-21-40 miles-	\$2.50	Over 40 miles-	\$10.63
Zone 1-0-20 miles-	\$1.25						
Zone 2-21-40 miles-	\$2.50						
Over 40 miles-	\$10.63						
MILLWRIGHT	Union						
Millwright	64.11						
<p>See MILLWRIGHT JOB DESCRIPTION</p> <p>ADD ZONE RATE In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:</p> <table> <tr> <td>Zone 1-1 to 15 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-15 to 35 miles</td> <td>\$2.50</td> </tr> <tr> <td>Zone 3-over 35 miles</td> <td>\$4.25</td> </tr> </table> <p>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.</p>		Zone 1-1 to 15 miles	\$0.00	Zone 2-15 to 35 miles	\$2.50	Zone 3-over 35 miles	\$4.25
Zone 1-1 to 15 miles	\$0.00						
Zone 2-15 to 35 miles	\$2.50						
Zone 3-over 35 miles	\$4.25						
OPERATING ENGINEER	Union						
<u>SEE GROUP CLASSIFICATIONS</u>							
Group 1	55.54						
Group 1A	58.30						

Group 2	58.83
Group 3	59.10
Group 4	59.84
Group 5	60.14
Group 6	60.31
Group 7	60.56
Group 8	61.15
Group 9	61.47
Group 10	61.82
Group 10A	62.01
Group 11	62.25
Group 11A	63.89
Group 11B	64.70
Foreman	63.89

Add 12.5% to base rate for "Special" shift

OPERATING ENGINEER, 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.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER** 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 4-3001 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:

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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR	Union
<u>SEE GROUP CLASSIFICATIONS</u>	
Group 1	70.84
Group 1 Truck Crane Oiler	64.67
Group 1 Oiler	62.71
Group 2	69.33
Group 2 Truck Crane Oiler	64.42
Group 2 Oiler	62.50
Group 3	68.09
Group 3 Truck Crane Oiler	64.20
Group 3 Oiler	62.28
Group 3 Hydraulic	63.87
Group 4	66.36
Group 5	65.26
Add 12.5% to base rate for "Special" Shift	

OPERATING ENGINEER, included 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.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR** 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 4-3001 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:

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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked

OPERATING ENGINEER -PILEDRIIVER	Union
<u>GROUP CLASSIFICATIONS</u>	
Group 1	70.26
Group 1 Truck Crane Oiler	64.80
Group 1 Oiler	62.88
Group 2	68.72
Group 2 Truck Crane Oiler	64.59
Group 2 Oiler	62.68
Group 3	67.27
Group 3 Truck Crane Oiler	64.37
Group 3 Oiler	62.45
Group 4	65.76
Group 5	64.65
Group 6	63.54
Group 7	62.58
Group 8	61.62
Add 12.5% to base for "Special" Shift	

OPERATING ENGINEER, 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.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER PILEDRIIVER** 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:

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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

PAINTER	Union
Brush/Roller Painter	41.64
Spray Painter/Paperhanger	43.06
Sandblaster	43.11
Structural Steel & Steeplejack	43.11
Swing Stage	43.64
Special Coating Application-Brush	43.69
Special Coating Application-Spray	43.69
Special Coating Application-Spray Steel	43.69
Foreman	\$1.00 above highest Journeyman

See PAINTER JOB DESCRIPTION

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									
PILEDRIVER	Union								
Piledriver-Journeyman	49.86								
Piledriver-Foreman	53.11								
<p>PILEDRIVER, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers; 2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling; 3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures; <p>ADD ZONE RATE In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <table> <tr> <td>Zone 1-0 to 75 miles</td> <td>\$0.00 (Road miles from the Washoe County Courthouse)</td> </tr> <tr> <td>Zone 2-75-150 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 3-150-300 miles</td> <td>\$5.00</td> </tr> <tr> <td>Zone 4 over 300 miles</td> <td>\$6.00</td> </tr> </table> <p>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.</p>		Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)	Zone 2-75-150 miles	\$4.00	Zone 3-150-300 miles	\$5.00	Zone 4 over 300 miles	\$6.00
Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)								
Zone 2-75-150 miles	\$4.00								
Zone 3-150-300 miles	\$5.00								
Zone 4 over 300 miles	\$6.00								
PLASTERER	Union								
Plasterer - Journeyman	44.77								
Plasterer - Foreman	47.78								
See PLASTERER JOB DESCRIPTION									
<p>ADD ZONE RATES In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:</p> <table> <tr> <td>Zone 1-0-70 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-70 miles and over</td> <td>\$8.00</td> </tr> </table> <p>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 Sunday and Holiday work shall be paid for at double time.</p> <p>NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour. FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.</p>		Zone 1-0-70 miles	\$0.00	Zone 2-70 miles and over	\$8.00				
Zone 1-0-70 miles	\$0.00								
Zone 2-70 miles and over	\$8.00								
PLUMBER/PIPEFITTER	Union								
Plumber/Pipefitter-Journeyman	55.80								
Plumber/Pipefitter-Foreman	59.53								
Plumber/Pipefitter-General Foreman	63.16								

See PLUMBER/PIPEFITTER JOB DESCRIPTION

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 miles	\$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 miles	\$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.

REFRIGERATION	Union
Refrigeration	53.34

See REFRIGERATION JOB DESCRIPTION

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.

ROOFER (Does not include sheet metal roofs)	Non-Union
Roofer	31.98

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER	Union
Sheet Metal Worker-Journeyman	63.18
Sheet Metal Worker-Foreman	65.51
Sheet Metal Worker-General Foreman	69.84

See SHEET METAL WORKER JOB DESCRIPTION

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- 1 to 75 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base)
- 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.

SOIL TESTER (CERTIFIED)	Non-Union
Soil Tester (Certified)	40.38
SOILS AND MATERIALS TESTER	Union
Soils and Materials Tester	40.38
SPRINKLER FITTER	Non-Union
Sprinkler Fitter -Journeyman	25.50
<p>SPRINKLER FITTER Includes but is not limited to: Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.</p>	
SURVEYOR	Non-Union
Surveyor	36.54
<p>SURVEYOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 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.	
TAPER	Union
Taper	46.99
See TAPER JOB DESCRIPTION	
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.	
3. 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 any hours worked on Sunday from midnight to midnight	
2. For any hours worked on holidays from midnight to midnight	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER	Union
Tile, Terrazzo and Marble Finisher –Journeyman	29.32
Tile, Terrazzo and Marble Finisher –Foreman	30.57
Tile, Terrazzo and Marble Finisher –General Foreman	32.32
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER JOB DESCRIPTION	
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.	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter-Journeyman	39.12
Tile Setter-Foreman	40.37
Tile Setter-General Foreman	42.12
Terrazzo/Marble Mason-Journeyman	40.62
Terrazzo/Marble Mason-Foreman	41.87
Terrazzo/Marble Mason-General Foreman	43.62
See TILE/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION	
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	

<p>Courthouse in Reno, Nevada:</p> <p>Zone 1-0-50 Miles \$0.00</p> <p>Zone 2-50-75 Miles \$3.75</p> <p>Zone 3-Over 75 Miles \$8.13</p> <p>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.</p>		
TRAFFIC BARRIER ERECTOR		Union
Traffic Barrier Erector		40.08
<p>TRAFFIC BARRIER ERECTOR, includes but is not limited to: Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.</p> <p>ADD LABORER ZONE RATE (Highway and Dam Construction only) 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:</p> <p>Zone 1-0 to 75 miles \$0.00</p> <p>Zone 2-75 to 150 miles \$4.00</p> <p>Zone 3-150 to 300 miles \$5.00</p> <p>Zone 4-300 miles and over \$6.00</p> <p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 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. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 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. 		
TRUCK DRIVER		Non-Union
<u>Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader)</u>		
Under 4 yds. (water level)		26.12
4 yds. & under 8 yds. (water level)		26.12
8 yds. & under 18 yds. (water level)		26.12
18 yds. & under 25 yds. (water level)		26.12
25 yds. & under 60 yds. (water level)		26.12
60 yds. & under 75 yds. (water level)		26.12
75 yds. & under 100 yds. (water level)		26.12
100 yds. & under 150 yds.(water level)		26.12

150 yds. & under 250 yds. (water level)	26.12
250 yds. & under 350 yds. (water level)	26.12
350 yds. & over (water level)	26.12
Transit Mix	
Under 8 yds.	26.12
8 yds. & including 12 yds.	26.12
Over 12 yds.	26.12
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	26.12
Water & Jetting Trucks	
Up to 2,500 gallons	26.12
2,500 gallons & over	26.12
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")	26.12
Heavy Duty Transport (High Bed)	26.12
Heavy Duty Transport(Gooseneck low bed)	26.12
Tiltbed or Flatbed Pull Trailers	26.12
Bootman, Comb. Bootman & Road Oiler	26.12
Flat Rack (2 or 3 axle unit)	26.12
Bus & Manhaul Drivers	
Up to 18,000 lbs. (single unit)	26.12
18,000 lbs. & over (single unit)	26.12
Helicopter Pilot (transporting men/materials)	26.12
Lift Jitneys	26.12
Winch Truck & "A" Frame Drivers	
Up to 18,000 lbs.	26.12
18,000 lbs. and over	26.12
Warehousemen Spotter	26.12
Warehouse Clerk	26.12
Tire Repairmen	26.12
Truck Repairmen	26.12
Pick Up Truck & Pilot Cars (Jobsite)	26.12
Pick Up Truck & Pilot Cars (Over the road)	26.12
Truck Oil Greaser	26.12
Fuel Truck Driver	26.12
Fuel Man & Fuel Island Man	26.12
Oil Tanker	26.12
Oil Tanker with Pup	26.12

Foreman	26.12
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.)	
WELL DRILLER	Non Union
Well Driller	29.47
WELL DRILLER , includes but is not limited to: <ol style="list-style-type: none"> 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
- Guide Posts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Control Supervisor

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
- 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)

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
- 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
- Vibra-screed
- Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

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
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers

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 6

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Heavy Duty Repairman Helper
- Oiler
- Parts man

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
- 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
- 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
- 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

- 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
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Trench Shield
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- 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)
- 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
- 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

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
- 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 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
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

- Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

Group 3

- Cranes, 45 tons and under
- Self Propelled Boom Type Lifting Device, 45 tons and under

Group 4

- Chicago Boom
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

- Boom Cat

OPERATING ENGINEER -PILEDRIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
- Fireman

2019-2020 PREVAILING WAGE RATE AMENDMENT 2

- Classification – Plasterer
- County – Washoe Region and Northern Rural Counties Region
- Effective – October 11, 2019

The following represents the amended wage rates.

PLASTERER	Union
Plasterer - Journeyman	44.82
Plasterer - Foreman	47.84
See PLASTERER JOB DESCRIPTION	
ADD ZONE RATES	
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:	
Zone 1-0-70 miles	\$0.00
Zone 2-70 miles and over	\$8.00

ADD PREMIUM PAY

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour.

FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.

2019-2020 PREVAILING WAGE RATE AMENDMENT 5

- Classification – Iron Worker
- County – Clark Region, Southern Rural Counties Region, Northern Rural Region, Washoe County
- Effective – December 20, 2019

The following represents the amended wage rates.

IRON WORKER	Union
Ironworker-Journeyman	73.65
Ironworker-Foreman	77.65
Ironworker-General Foreman	82.05
ADD ZONE RATE	
In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road miles from either the Reno or Las Vegas City Hall.	
60 miles to 75 miles	\$3.13
75 miles to 100 miles	\$6.25

100 miles and over \$7.50

Travel Reimbursement First Day In/Last Day Out

60 miles to 75 miles \$25.00

75 miles to 100 miles \$50.00

100 miles and over \$60.00

Each additional 50 miles \$25.00 ADD PREMIUM PAY

ADD PREMIUM PAY

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

For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday

For the first eight (8) hours on Saturday

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

For all hours worked over ten (10) hours in one day or shift.

For any hours worked on Sunday.

For all hours worked over eight (8) on Saturday

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

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
Interim General Manager

FROM: Joseph Pomroy, P.E.
Director of Public Works

Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, Discuss, and Possibly Award a Construction Contract for the Water Reservoir Safety and Security Improvements Project – 2020/2021 Capital Improvement Project: Fund: Utilities; Division: PW Shared; Project # 2097DI1701; Vendor: Paso Robles Tank, Inc. in the amount of \$109,000

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: June 1, 2020

I. RECOMMENDATION

That the Board of Trustees moves to:

1. Award a construction contract to Paso Robles Tank, Inc. in the amount of \$109,000 for the construction of the Water Reservoir Safety and Security Improvements Project.
2. Authorize Chair and Secretary to execute the contract with Paso Robles Tank, Inc. based on a review by General Counsel and Staff.

II. DISTRICT STRATEGIC PLAN

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 activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

The District owns and maintains thirteen (13) potable water reservoirs in Incline Village and Crystal Bay to store clean potable water that supply the residential and commercial customers in the District. The District also has one (1) wastewater effluent storage reservoir. The majority of these reservoirs were constructed in the 1960's and 1970's with the last tank constructed in 1996. The steel reservoirs range in size from 173,000 gallons up to 1,000,000 gallons each. The reservoirs are welded steel tanks with various types of ladders and safety climbing apparatus to access the roof where communication equipment is installed and to access the interior of the water reservoir for maintenance and operational requirements. All reservoirs can be accessed safely with climbing apparatus and fall protection equipment currently. This will modernize and improve safety at all locations.

This project is Phase II of the Water Reservoir Safety and Security Improvements Project and includes the remaining three (3) reservoirs that were removed from Phase 1 when the bid came in over budget. Potable Water Reservoir R3A-1 meets current standards for safety and is not part of the improvements project. Project improvements include replacement of the ladders that access the top of the reservoirs, installing intermediate access platforms, installing protective railings, and installing new fall protection devices. The exterior access to the roof area is required to meet the needs of the District to monitor the water quality in the reservoirs and perform routine repairs to radio communication equipment. The ladders also need to be secured from access by the public. The reservoir ladders, fall protection, platforms, and protective railings will meet the current Occupational Safety and Health Administration (OSHA) safety standards.

IV. BID RESULTS

The District publicly advertised this project for bidding and plan sets were acquired by four interested bidders. Four (4) bids were received and opened on April 2, 2020. The Engineer's Estimate for the project was \$125,000. The bid results are as follows.

Contractor	Bid Amount
Simerson Construction, LLC	\$178,690
TNT Industrial Contractors, Inc.	\$157,406
Resource Development Company	\$110,800
Paso Robles Tank, Inc	\$109,000

The lowest responsive bidder is Paso Robles Tank, Inc. District Staff reviewed the bid and checked references for the contractor and recommends award of this contract to Paso Robles Tank, Inc. If awarded, the project is scheduled to start July 1, 2020 and be completed within the fiscal year.

V. FINANCIAL IMPACT AND BUDGET

Awarding the Phase 2 construction contract to the lowest responsive bidder (plus contingency) would result in a contract award of not-to-exceed \$120,000 to be funded through Utility Fund capital project appropriations. Funding for this phase of construction is not provided in the current-year budget, but is included in the FY2020-21 CIP Budget that was adopted on May 27, 2020, and effective July 1. (Water Reservoir Safety and Security Improvements - (Project # 2097DI1701; see attached data sheet). The work is not expected to commence until after July 1, 2020, the next fiscal year.

Staff Capital Improvement Budget for 2020-21 includes \$200,000 for the construction phase budget. This project is in PW Shared as it will fund two potable water reservoirs and one wastewater effluent reservoir.

2020-21 Project - Available Project Funding

Description	Amount
2097DI1701 – Water Reservoir Safety and Security Improvements Project – FY20/21 Funds (revised data sheet for 2020-21)	\$200,000
Total Available Budget	\$200,000

The estimated project construction budget is presented in the following table.

2020-21 Estimated Project Budget

Description	Amount
Construction Contract	\$109,000
Construction Contingency at 10%	\$11,000
Engineering Services During Construction	\$10,000
Estimated Project Total	\$130,000

VI. ALTERNATIVES

Not award the contract and defer the safety and security improvements at the reservoirs to a future date. The water reservoirs can be currently accessed and climbed safely with climbing apparatus and fall protection equipment.

VII. BUSINESS IMPACT

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



Project Summary

Project Number:	2097DI1701
Title:	Water Reservoir Safety and Security Improvements
Project Type:	D - Capital Improvement - Existing Facilities
Division:	97 - Public Works Shared
Budget Year:	2021
Finance Options:	
Asset Type:	DI - Distribution Infrastructure
Active:	Yes

Project Description			
<p>The District owns and maintains 13 potable water reservoirs in Incline Village and Crystal Bay to store clean potable water that supply the homes and businesses in the District. The District owns one effluent storage reservoir constructed in the same manner as the water reservoirs located at the WRRF. The majority of these reservoirs were constructed in the 1960's and 1970's, with the exception of reservoir 3A-1 construction in 1996. The reservoirs range in size from 173,000 gallons up to 1,000,000 gallons. The reservoirs are welded steel with various types of ladders and safety climbing apparatus. The ladders are provided to meet the Occupational Safety and Health Administration (OSHA) for exterior access to the roof area and the needs of District operations. The reservoirs need to be modified to meet the current safety standards. A total of twelve potable water and the one effluent reservoir need improvements. The fourteenth reservoir, R3A-1 is in acceptable condition</p>			
Project Internal Staff			
Staff will manage the project with a design, bid, and build process.			
Project Justification			
<p>When the reservoirs were constructed the ladders and climbing apparatus were built to current industry standards. The reservoir ladders and climbing apparatus have been modified over the years to meet the Homeland Security and OSHA standards. This project will upgrade the ladders, rails, fencing, and climbing apparatus to meet current Federal OSHA safety standards to protect IVGID employees required to climb the reservoirs. The reservoirs will also be assessed for proper security protections. This is a multi-year project. A contract has already been awarded for the completion of 10 potable water reservoirs in a previous budget cycle. These funds are for the construction contract for the three remaining reservoirs, 2 potable water and 1 effluent water reservoir. This project is in PW Shared since it will be funded by water and sewer funds.</p>			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2021			
Construction	200,000	0	200,000
Year Total	200,000	0	200,000
	200,000	0	200,000
Year Identified	Start Date	Est. Completion Date	Manager
2016	Jul 1, 2020	Jun 30, 2021	Engineering Manager
			Project Partner

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER RESERVOIR SAFETY AND
SECURITY IMPROVEMENTS**

IVGID PROJECT NO. 2299DI1701
PWP NO. WA-2020-166



BID DOCUMENTS

VOLUME 1 OF 2
BIDDING REQUIREMENTS
CONTRACT REQUIREMENTS
TECHNICAL SPECIFICATIONS
(Divisions 1 through 49)

ch2m.
REDDING, CALIFORNIA

JANUARY 2020

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
INCLINE VILLAGE, NEVADA

BIDDING AND CONTRACT REQUIREMENTS
TECHNICAL SPECIFICATIONS
(Divisions 1 through 49)

for the construction of the
WATER RESERVOIR SAFETY AND SECURITY IMPROVEMENTS
PHASE 2

IVGID Project No. 2299DI1701

PWP No.: WA-2020-166

VOLUME 1

BID DOCUMENTS

Prepared By



2525 Airpark Drive
Redding, California 96001

January 2020

© CH2M 2020. All rights reserved.

This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of CH2M and is not to be used in whole or part, for any other project without the written authorization of CH2M.

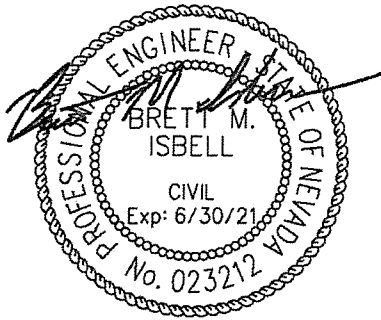
Project No. PW\DEN003\703745

Copy No. _____

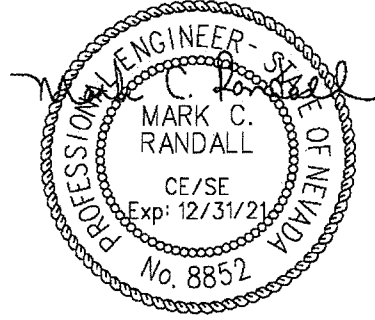
**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2**

Brett Isbell – Project Manager
CH2M HILL
2525 Airpark Drive
Redding, California 96001-2443

Mark Randall– Structural
CH2M HILL
2525 Airpark Drive
Redding, California 96001-2443



1/31/2020



1/31/2020

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

TABLE OF CONTENTS

VOLUME 1

BIDDING AND CONTRACT REQUIREMENTS

SECTION 1	INVITATION TO BID	1-	1
SECTION 2	INSTRUCTIONS TO BIDDERS	1-	10
SECTION 3	BID FORM	1-	10
	ATTACHMENT:		
	NEVADA APPRENTICE UTILIZATION ACT		
	PROJECT WORKFORCE CHECKLIST.....	1-	2
SECTION 4	BID BOND	1-	1
SECTION 5	AGREEMENT	1-	6
SECTION 6	APPLICATION AND CERTIFICATION FOR PAYMENT ...	1-	1
SECTION 7	PERFORMANCE BOND.....	1-	2
SECTION 8	PAYMENT BOND.....	1-	2
SECTION 9	GENERAL CONDITIONS	1-	52
SECTION 10	SUPPLEMENTARY CONDITIONS.....	1-	12
SECTION 11	2019-2020 PREVAILING WAGE RATES		
	WASHOE COUNTY.....	1-	34

TECHNICAL SPECIFICATIONS

DIVISION 01—GENERAL REQUIREMENTS

01 11 00	Summary of Work.....	1-	1
01 26 00	Contract Modification Procedures	1-	6
01 29 00	Payment Procedures.....	1-	4
01 31 13	Project Coordination	1-	5
01 31 19	Project Meetings	1-	2
01 32 00	Construction Progress Documentation	1-	5
01 33 00	Submittal Procedures	1-	8
	Supplement:		
	Transmittal of Contractor’s Submittal	1-	1
01 42 13	Abbreviations and Acronyms	1-	5
01 43 33	Manufacturer’s Field Services	1-	2
	Supplement:		
	Manufacturer’s Certificate of Proper Installation	1-	1
01 45 16.13	Contractor Quality Control	1-	6

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

	<u>Pages</u>
01 45 33	Special Inspection, Observation, and Testing..... 1- 3
	Supplements:
	Contractor's Statement of Responsibility 1- 2
	Table 2, Required Structural Special Inspection..... 1- 3
01 50 00	Temporary Facilities and Controls..... 1- 3
01 77 00	Closeout Procedures..... 1- 4

DIVISIONS 02—04 (NOT USED)

DIVISION 05—METALS

05 50 00	Metal Fabrications 1- 5
	Supplement:
	Lad-Saf Refresh Field Worksheet..... 1- 1
05 52 19	Steel Railings 1- 3
05 53 00	Metal Gratings 1- 3

DIVISIONS 06—49 (NOT USED)

VOLUME 2

DRAWINGS (BOUND SEPARATELY)

END OF SECTION

VOLUME 1
BIDDING AND CONTRACT
REQUIREMENTS

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SECTION 1 - INVITATION TO BID

Sealed proposals will be received at the offices of the Engineering Division, Incline Village General Improvement District (IVGID), 1220 Sweetwater Road, Incline Village, Washoe County, Nevada 89451, until 2:00 p.m. Thursday, April 2, 2020, at which time they will be publicly opened and read for:

Water Tank Access and Safety Improvements Project Phase 2
Project Number 2299DI1701

The work includes:

Water tank access and safety improvements to existing municipal drinking water storage tanks comprising furnishing and installing access platforms, ladders, and railings.

The Engineer's Estimate for this project is \$125,000.

Contract Documents, including Plans and Specifications, may be obtained at the IVGID Engineering Division's Planet Bids website (<https://www.planetbids.com/portal/portal.cfm?CompanyID=30437>). Contract documents are available for examination at the IVGID Engineering Division office.

This is a Prevailing Wage project. In accordance with the provisions of NRS 338.020 and NRS 338.030, the IVGID Board of Trustees has ascertained from the Labor Commissioner the general prevailing wage in the locality of the District for each craft and type of workman, and the CONTRACT will contain in express terms the hourly and daily rate of such prevailing wage. *The PWP number for this project is WA-2020-166.*

No proposal will be accepted from a contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder. *The Contractor must bid all schedules.*

A non-mandatory pre-bid conference will be held on Tuesday March 17, 2020 at 1:00 p.m. at the IVGID Engineering Division office for representatives of bidders and potential bidders. The pre-bid conference will include a site visit to several water tanks. Potential bidders are urged to attend.

Any questions concerning this project should be directed to the Engineering Office, (775) 832-1267.

SECTION 2 – INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

2. COPIES OF BIDDING DOCUMENTS

2.01 **COMPLETE SETS OF THE BIDDING DOCUMENTS IN THE NUMBER AND FOR THE SUM STATED IN THE ADVERTISEMENT OR INVITATION TO BID MAY BE OBTAINED FROM PLANET BIDS AT:**

([HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=30437&BIDID=33950](https://www.planetbids.com/portal/portal.cfm?companyid=30437&bidid=33950))

COMPLETE SETS OF BIDDING DOCUMENTS SHALL BE USED IN PREPARING BIDS; NEITHER OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR ERRORS OR MISINTERPRETATIONS RESULTING FROM THE USE OF INCOMPLETE SETS OF BIDDING DOCUMENTS.

OWNER AND ENGINEER, IN MAKING COPIES OF BIDDING DOCUMENTS AVAILABLE ON THE ABOVE TERMS, DO SO ONLY FOR THE PURPOSE OF OBTAINING BIDS FOR THE WORK AND DO NOT CONFER A LICENSE OR GRANT FOR ANY OTHER USE.

3. QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within 48 hours of Owner's request or as specified below, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

A. Washoe County Business License prior to commencing construction.

B. Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid. One time raise in licensing monetary limits shall be approved by the State of Nevada prior to the time of submitting bid and shall be submitted with the bid.

C. Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds \$100,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five percent (5%) preference and is also eligible for the bidder preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall submit with their Bid Form:

1. Certificate of Eligibility

A valid "Certificate of Eligibility issued by the State of Nevada Contractors' Board; and

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

2. Public Works Bidder's Preference Affidavit

A fully executed copy of the Public Works Bidder's Preference Affidavit as proof of the Contractor's compliance with the provisions of NRS Chapter 338.

Failure to submit the Certificate of Eligibility and Affidavit with your Bid shall result in a waiver of any Bidder preference.

3.02 Bid Form – The following items shall be attached to the bid. Bids without said documentation attached will be deemed non-responsive.

- A. A list of all first tier subcontractors, equipment, and material suppliers that will supply more than five percent (5%) of the bid amount.

Within two (2) hours after the opening of bids the bidders who submitted the three lowest Bids must submit a list of names of each first tier subcontractors, equipment, and material suppliers that will supply more than one percent (1%) of the bid amount or Fifty Thousand Dollars (\$50,000), whichever is greater.

If the Contractor intends to self perform any portion of the Work exceeding five percent (5%) of the Bid amount, the Contractor must include the Contractor's name and identify the labor or portion of the Work the Contractor will self perform in the list required by NRS 338.141 at the time of Bid submittal. If the Contractor intends to self perform any portion of the Work exceeding one percent (1%) of the Bid amount, or Fifty Thousand Dollars (\$50,000), whichever is greater, the Contractor must also include the Contractor's name and identify such work on the list submitted within two (2) hours after opening of Bids. If a Bidder fails to submit such lists within the required time, the Bid shall be deemed non-responsive.

- B. A list of similar projects previously completed by Bidder, including owner contact person with their telephone number, and date project was completed. Underground, pipeline and erosion control projects are not similar in scope to this project and will not be considered as satisfying the past project experience requirements.
- C. Work history of job foreman/superintendent, pipe foreman and equipment operator. Contractor is required to staff project with job foreman/superintendent and pipe foreman with minimum experience as follows:
1. Seven years' experience with similar project work.
 2. Three projects within five years greater than \$250,000.
- D. An **optional** pre-bid conference will be held at the IVGID Engineering Department office, on the date and time indicated in the Invitation to Bid, for representatives of bidders and potential bidders. The pre-bid conference will include a site visit to several water tanks. Potential bidders are **encouraged** to attend.

4. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions (NOT USED)

4.02 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any,

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

- 4.03 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.04 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations, including those of the Tahoe Regional Planning Agency, which may affect cost, progress and performance of the Work, with special attention given to Supplementary Conditions Paragraph 6.09;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
 - E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.05 The lands upon which the Work is to be performed, rights of way, and easements for access thereto and other lands designated for use by Contractor in performing the Work shall be coordinated with the Owner. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless provided otherwise in the Contract Documents.
- 4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.07 Bidder is to be knowledgeable of his responsibilities under NRS 455.080 through 455.180, USA-Digs and underground utilities.

5. SITE AND OTHER AREAS

- 5.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

6. INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

7. BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 7.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 7.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

8. CONTRACT TIMES

- 8.01 The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

9. LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE AND "OR-EQUAL" ITEMS

- 10.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

11. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 If the Instructions to Bidders require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 11.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

12. PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 12.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 12.08 All names shall be typed or printed in ink below the signatures.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 The address and telephone number for communications regarding the Bid shall be shown.
- 12.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state Contractor license number shall also be shown on the Bid Form.

13. SUBMITTAL OF BID

- 13.01 Prospective bidders are furnished one copy of the Bidding Documents, with the Bid Form and Bid Bond. The bidder may retain the Bidding Documents. The unbound copy of the Bid Form with attached Bid Schedule(s), if any, is to be completed and submitted with the Bid Security.
- 13.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED."

14. MODIFICATION AND WITHDRAWAL OF BID

- 14.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

- 14.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

15. OPENING OF BIDS

- 15.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 15.02 Within two (2) hours after completion of Bid opening, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding one percent (1%) of the total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor. Failure to submit the list within the required time will result in the Contractor's bid being deemed non-responsive.

16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 16.01 All bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

17. EVALUATION OF BIDS AND AWARD OF CONTRACT

- 17.01 Owner reserves the right to reject any or all Bids, pursuant to Nevada State law, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

- 17.02 If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All Bids with separately priced line items shall be analyzed to determine if the prices are unbalanced. A Bid may be rejected if Owner determines that the lack of balance poses an unacceptable risk to Owner.

A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

1. Over-pricing of startup work, mobilization, or early items of work (front end loading) would cause a bidder to receive substantial upfront payment;
2. Base quantities and option quantities are separate line items;

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; and/or
 4. On items where the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low Bidder.
- 17.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 17.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 17.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 17.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 17.08 Owner reserves the right to reduce the scope of the work up to twenty-five percent (25%) of the total bid price by deleting items and/or reducing the scope of work without invalidating the bid, if necessary, to reduce the cost of the project to within the Engineer's Estimate and/or Owner's Budget.
- 17.09 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.
- 17.10 Any bidder which submitted a bid to Owner may protest the recommendation of award in accordance with the procedures as set forth in NRS 338.142.

18. CONTRACT SECURITY AND INSURANCE

- 18.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by one (1) copy each of the Performance and Payment Bonds, if required.

19. SIGNING OF AGREEMENT

- 19.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within twenty (20) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

20. SALES AND USE TAXES

- 20.01 Owner is exempt from Nevada State Sales and Use Taxes on materials and equipment purchased directly by Owner and incorporated in the Work (exemption No. 88-760004K). Per Sec. 15, Chapter 338 of the Nevada Revised Statutes, each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the Work will comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work.

21. SCHEDULING AND CONSTRUCTION LIMITATIONS

- 21.01 The Contractor shall familiarize himself with the requirements of Supplemental Condition SC-6.04, Progress Schedule, when determining the unit prices proposed on the Bid Form. No additional allowances or payments will be due the Contractor as a result of these requirements.

22. NEVADA REVISED STATUTES

- 22.01 Each and every provision of Chapters 332, 338, and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they were included herein.
- 22.02 In accordance with NRS 338.013, the successful Contractor shall report the name and address of each subcontractor to the Owner and Washoe County Labor Commissioner if the estimated total price of the Contract exceeds \$100,000.
- 22.03 **Apprenticeship Utilization Act:** Bidder's attention is directed to Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, an act relating to apprentices, requiring contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects.
- A. The two lowest responsive bidders will be required to fill out the Craft Checklist, a sample of which follows this Section 2, within two (2) working days from bid opening.

23. HISTORICAL AND ARCHAEOLOGICAL

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

24. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

- 24.01 These construction documents are to be governed at all times by applicable provisions of the Federal Law, including but not limited to the latest amendment of the following:
- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596
- B. Part 1910 -- Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

- C. Part 1926 -- Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

END OF INSTRUCTIONS

SECTION 3 - BID FORM

**“Water Tank Access and Safety Improvements Project Phase 2”
IVGID Project No. 2299DI1701**

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

*Incline Village General Improvement District
Engineering Division
1220 Sweetwater Road
Incline Village, Nevada 89451
(775)832-1267*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree in writing upon request of Owner.

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

3.01.1 Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Date:</u>
_____	_____
_____	_____
_____	_____
_____	_____

3.01.2 Bidder has visited the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the Work.

3.01.3 Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost, progress and performance of the Work.

3.01.4 Bidder has carefully studied all:
Reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in Supplementary Conditions (SC) 5.03 and reports of other environmental conditions as identified in SC-5.06.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

- 3.01.5 Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- 3.01.6 Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- 3.01.7 Bidder has correlated the information known to Bidder, information and observations from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- 3.01.8 Bidder is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- 3.01.9 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 3.01.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.01.11 Bidder will submit written evidence of its authority to do business in the State of Nevada, where the project is located, not later than the date of its execution of the Agreement.
- 3.01.12 Bidder has reviewed Senate Bill (SB) 207- Apprenticeship Utilization Act and understands that the bidders and their listed subcontractors are required to complete and submit the attached checklist.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- 4.01.1 This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- 4.01.2 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 4.01.3 Bidder has not solicited or induced any individual or entity to refrain from bidding;
- 4.01.4 Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Bid Price(s).

Unit Bid Price to Construct the Water Tank Access and Safety Improvements Project, complete:

Item No.	Description	Bid Price
1	R2-1, Lariat Circle	\$
2	R2-2, Fairview at Ski Way	\$
3	Eff Res, Sweetwater Road	\$

Total Bid Price \$ _____

Total Bid in Words \$ _____

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Paragraph 14.07 of the General conditions or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- 7.01.1 Required Bid Security in the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total bid;
- 7.01.2 Nevada Contractor's Certificate of Eligibility to Receive a Preference in Bidding on Public Works and Public Works Bidder's Preference Affidavit, if applicable;
- 7.01.3 List of similar projects completed and previous work experience, as required;
- 7.01.4 List of subcontractors and suppliers exceeding 5%;
- 7.01.5 List of subcontractors and suppliers exceeding 1% or \$50,000, whichever is greater, from three low bidders;
- 7.01.6 Nevada Apprenticeship Utilization Act Project Workforce Checklist;
- 7.01.7 Any other items as may be required in Section 2 – Instructions to Bidders.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

7.01.8 Communications concerning this Bid shall be addressed to the address of BIDDER as indicated at the end of this section, as written in Paragraph (8), or at the following address:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SUBMITTED on _____, 2020

If BIDDER is:

- **Individual:** (Seal)

By: _____
(Individual's Printed Name and Signature)

Doing business as: _____

Business Address: _____

Phone Number: _____

- **Corporation:** (Corporate Seal)

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Printed Name and Title of Person Authorized to Sign)

(Signature)

Attest: _____
(Secretary's Printed Name and Signature)

Business Address: _____

Phone Number: _____

- **Partnership:** (Seal)

By: _____
(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

• **Joint Venture:**

(Seal)

By: _____
(Printed Name and Signature)

(Address)

By: _____
(Printed Name and Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

ALL BIDDERS MUST COMPLETE:

Nevada Contractor's License Number

Federal Tax ID Number

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

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

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

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

Forman/Super's Name	Title	Years' Experience	
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed
Name & Location of Project	Description	Project Cost	Date Completed

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

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

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies



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

Project Workforce Checklist

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

Project No.: _____ Contractor: _____

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

Continued...

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

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

Company Name: _____

Signed: _____

Name and Title: _____

Date: _____

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SECTION 4 - BID BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as Principal (hereinafter called the Principal), and the _____ a corporation created and existing under the laws of the State of _____, whose principal office is in _____ as Surety (hereinafter called the Surety), are held and firmly bound unto **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT** as Obligee (hereinafter called the Obligee), in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Water Tank Access and Safety Improvements Project
Project Number 2299DI1701
PWP No. WA-2020-166

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20__.

Witness: _____
(Individual)

CONTRACTOR: _____ (Seal)

(Principal)

Attest: _____
(If Corporation)

By: _____
(Title)

SURETY: _____ (Seal)

By: _____
(Title)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SECTION 5 - AGREEMENT

THIS AGREEMENT is dated as of the ___ day of ___ in the year ___ by and between the Incline Village General Improvement District (IVGID) (OWNER) and ___ (CONTRACTOR). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The completed Work will provide Owner with access ladders, platforms, railings, and other tank access safety features and includes demolition, exterior coatings, and Work presented on Drawings, details, and Specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Water Tank Access and Safety Improvements Project Phase 2

ARTICLE 3 - ENGINEER

3.01 The Work has been designed by CH2M HILL who are hereinafter called Design Engineers. The IVGID Engineering Department is to act as OWNER's representative, assumes all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Interpretation of design documents shall be made by the ENGINEER after consultation with the Design Engineers.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 This contract is set subject to the following schedule:

Item	Calendar Dates	Liquidated Damages
Project Substantial Completion	October 15, 2020	\$300/day
Project completed and ready for final payment	November 15, 2020	\$500/day

The OWNER anticipates issuing the Notice to Proceed on or about June 1, 2020.

A. The Work will be substantially completed within the time specified in Paragraph 4.02 of this Agreement from the date when the contract time commences to run, as provided in Paragraph 2.03 of the General Conditions, and complete and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within the time specified in Paragraph 4.02 of this Agreement.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the amounts shown for each day that expires after the dates specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner the amounts shown for each day that expires after the dates specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01** Payment will be based on the CONTRACT LUMP SUM PRICE as shown on the Bid Form. The total contract price will be _____
_____ (\$ _____)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the first day of each month during construction as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to 50% Completion, progress payments will be made in an amount equal to ninety percent (95%) the Cost of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

If the Work has been fifty percent (50%) completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

and progress of the Work remain satisfactory to them, there will be no retainage; and

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-Five Percent (97.5%) of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01** - All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of six percent (6%) per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01** In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of.
- J. All terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Contractor's Bid dated _____.
 - 3. Performance bond.
 - 4. Payment bond.
 - 5. General Conditions (pages 1 to 52, inclusive).
 - 6. Supplementary Conditions (pages 1 to 12, inclusive).
 - 7. Technical Specifications, Division 1 - 49.
 - 8. Drawings consisting of plan sheets with each sheet bearing the following general title: Water Reservoir Safety and Security Improvements Phase 2.
 - 9. Addenda (TBD).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award (TBD).
 - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, Current Edition as of Award date of project, as applicable.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Owner's Recovery of Bidder's Preference Liquidated Damages

If the Owner determines that the Contractor has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit the Owner may seek to recover by civil action Liquidated Damages for material breach of the contract in the amount of ten percent (10%) of the contract price.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed and approves this document

CONTRACTOR:

Agreed to:

By: _____
Joseph J. Pomroy, P.E.
Director Public Works

By: _____
Sign AND Print or Type Name

By: _____
Jason Guinasso
District General Counsel

Attest: _____
Sign AND Print or Type Name

Agreed to:

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

By: _____
Tim Callicrate, Chairman

By: _____
Kendra Wong, Secretary

OWNER'S Address for Giving Notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Phone
775-832-1331 - Fax

CONTRACTOR'S Address for Giving Notice:

License No.

Federal Tax ID No.

SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

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

PROJECT: Water Tank Access and
Safety Improvements Project Phase 2

APPLICATION NO:

Distribution to:

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

PERIOD TO

FROM CONTRACTOR:

P.O. Number:

CIP Number: 2299DI1701
PWP WA- 2020 - 166
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	0.00
b. 10 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$	0.00

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

CONTRACTOR:

By: _____ Date: _____

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

ENGINEER'S CERTIFICATE FOR PAYMENT	
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	
AMOUNT CERTIFIED \$	0.00

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

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by OWNER:	\$0.00	\$0.00
Total approved this Month:	\$0.00	\$0.00
TOTALS:	\$0.00	\$0.00
NET CHANGES by Change Order:	\$0.00	

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SECTION 7 – PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Incline Village General Improvement District
Engineering Department
1220 Sweetwater Road
Incline Village, Nevada 89451

CONTRACT

Date:
Amount:
Description (Name and Location):
Water Tank Access and Safety Improvements Project Phase 2
Incline Village, Nevada

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SECTION 8 - PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Incline Village General Improvement District
Engineering Department
1220 Sweetwater Road
Incline Village, Nevada 89451

CONTRACT

Date:
Amount:
Description (Name and Location):
Water Tank Access and Safety Improvements Project Phase 2
Incline Village, Nevada

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2013 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
 5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
 6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
 8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):**

**SECTION 9
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	1
1.01 <i>Defined Terms</i>	1
1.02 <i>Terminology</i>	4
ARTICLE 2 – PRELIMINARY MATTERS.....	5
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	5
2.02 <i>Copies of Documents</i>	5
2.03 <i>Before Starting Construction</i>	5
2.04 <i>Preconstruction Conference; Designation of Authorized Representatives</i>	5
2.05 <i>Initial Acceptance of Schedules</i>	6
2.06 <i>Electronic Transmittals</i>	6
ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE.....	6
3.01 <i>Intent</i>	6
3.02 <i>Reference Standards</i>	6
3.03 <i>Reporting and Resolving Discrepancies</i>	7
3.04 <i>Requirements of the Contract Documents</i>	7
3.05 <i>Reuse of Documents</i>	8
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK.....	8
4.01 <i>Commencement of Contract Times; Notice to Proceed</i>	8
4.02 <i>Starting the Work</i>	8
4.03 <i>Reference Points</i>	8
4.04 <i>Progress Schedule</i>	8
4.05 <i>Delays in Contractor's Progress</i>	9
ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS	9
5.01 <i>Availability of Lands</i>	9
5.02 <i>Use of Site and Other Areas</i>	10
5.03 <i>Subsurface and Physical Conditions</i>	10
5.04 <i>Differing Subsurface or Physical Conditions</i>	11
5.05 <i>Underground Facilities</i>	12
5.06 <i>Hazardous Environmental Conditions at Site</i>	13
ARTICLE 6 – BONDS AND INSURANCE.....	15
6.01 <i>Performance, Payment, and Other Bonds</i>	15
6.02 <i>Insurance—General Provisions</i>	15
6.03 <i>Contractor's Insurance</i>	16
6.04 <i>Owner's Liability Insurance</i>	18
6.05 <i>Property Insurance</i>	18
6.06 <i>Waiver of Rights</i>	20
6.07 <i>Receipt and Application of Property Insurance Proceeds</i>	20
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES.....	21
7.01 <i>Supervision and Superintendence</i>	21
7.02 <i>Labor; Working Hours</i>	21
7.03 <i>Services, Materials, and Equipment</i>	21
7.04 <i>"Or Equals"</i>	21
7.05 <i>Substitutes</i>	22
7.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	23
7.07 <i>Patent Fees and Royalties</i>	24
7.08 <i>Permits</i>	25

7.09	Taxes	25
7.10	Laws and Regulations	25
7.11	Record Documents	26
7.12	Safety and Protection	26
7.13	Safety Representative	26
7.14	Hazard Communication Programs	27
7.15	Emergencies	27
7.16	Shop Drawings, Samples, and Other Submittals	27
7.17	Contractor's General Warranty and Guarantee	29
7.18	Indemnification	29
7.19	Delegation of Professional Design Services	30
ARTICLE 8 – OTHER WORK AT THE SITE		30
8.01	Other Work	30
8.02	Coordination	31
8.03	Legal Relationships	31
ARTICLE 9 – OWNER'S RESPONSIBILITIES		32
9.01	Communications to Contractor	32
9.02	Replacement of Engineer	32
9.03	Furnish Data	32
9.04	Pay When Due	32
9.05	Lands and Easements; Reports, Tests, and Drawings	32
9.06	Insurance	32
9.07	Change Orders	32
9.08	Inspections, Tests, and Approvals	32
9.09	Limitations on Owner's Responsibilities	32
9.10	Undisclosed Hazardous Environmental Condition	32
9.11	Evidence of Financial Arrangements	32
9.12	Safety Programs	32
ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION		32
10.01	Owner's Representative	32
10.02	Visits to Site	33
10.03	Project Representative	33
10.04	Rejecting Defective Work	33
10.05	Shop Drawings, Change Orders and Payments	33
10.06	Determinations for Unit Price Work	33
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	33
10.08	Limitations on Engineer's Authority and Responsibilities	33
10.09	Compliance with Safety Program	34
ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK		34
11.01	Amending and Supplementing Contract Documents	34
11.02	Owner-Authorized Changes in the Work	35
11.03	Unauthorized Changes in the Work	35
11.04	Change of Contract Price	35
11.05	Change of Contract Times	36
11.06	Change Proposals	36
11.07	Execution of Change Orders	37
11.08	Notification to Surety	37
ARTICLE 12 – CLAIMS		37
12.01	Claims	37
ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK		38
13.01	Cost of the Work	38
13.02	Allowances	40
13.03	Unit Price Work	40

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	41
14.01 Access to Work	41
14.02 Tests, Inspections, and Approvals	41
14.03 Defective Work	42
14.04 Acceptance of Defective Work	42
14.05 Uncovering Work	42
14.06 Owner May Stop the Work	43
14.07 Owner May Correct Defective Work	43
ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD	43
15.01 Progress Payments	43
15.02 Contractor's Warranty of Title	46
15.03 Substantial Completion	46
15.04 Partial Use or Occupancy	47
15.05 Final Inspection	47
15.06 Final Payment	47
15.07 Waiver of Claims	48
15.08 Correction Period	48
ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION	49
16.01 Owner May Suspend Work	49
16.02 Owner May Terminate for Cause	49
16.03 Owner May Terminate For Convenience	50
16.04 Contractor May Stop Work or Terminate	50
ARTICLE 17 – FINAL RESOLUTION OF DISPUTES	51
17.01 Methods and Procedures	51
ARTICLE 18 – MISCELLANEOUS	51
18.01 Giving Notice	51
18.02 Computation of Times	51
18.03 Cumulative Remedies	51
18.04 Limitation of Damages	51
18.05 No Waiver	51
18.06 Survival of Obligations	51
18.07 Controlling Law	52
18.08 Headings	52

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C.

- §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Engineer*—The individual or entity named as such in the Agreement.
 21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
 22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
 23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
 25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
 26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
 27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
 28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
 29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
 30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
 31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing

the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems,

standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made

available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect

or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph

2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic

media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference

standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract

Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under

the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude

Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

- 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
- 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions

with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner

and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Possible Price and Times Adjustments:
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will

- be subject to the provisions of Paragraph 13.03; and,
- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing

Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
 - C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to

- which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. Possible Price and Times Adjustments:
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and

hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, 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 shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and

- endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.
- 6.03 *Contractor's Insurance*
- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO

commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage

afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability

policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
 - C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
 - D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 - E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
 - F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or

not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 “Or Equals”

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance,

- strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may

request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
- 7.06 *Concerning Subcontractors, Suppliers, and Others*
- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
 - B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
 - C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
 - D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed

- acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
 - F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
 - G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
 - H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
 - I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
 - J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
 - K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
 - L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
 - M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
 - N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
 - O. Nothing in the Contract Documents:
 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual

knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of

utility owners for connections for providing permanent service to the Work.

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of

such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and

replacement of their property or work in progress.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. Shop Drawing and Sample Submittal Requirements:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques,

sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. Shop Drawings:
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. Samples:
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which

intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the

requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
 1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to

Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered

into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees,

agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract

Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other

work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such

equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order

also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor

believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee

plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be

submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such

agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case

the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that

Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of

Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:* Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval

**ARTICLE 14 – TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable

prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to

defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose,

or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other

provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR;
SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation

by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due:
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner:
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;

- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a

permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that

part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. Application for Payment:
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
 - 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;

- c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

- 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are

necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the

Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and

warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such

amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or

termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 10 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraphs:

1.01.A.38.b. *Specialist*—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer’s direct supervision.

SC-2.01 Delete Paragraph 2.01.B. and Paragraph 2.01.C. in their entirety and insert the following in their place:

2.01.B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.01.C. Evidence of Owner’s Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02. Amend first sentence in Paragraph 2.02.A to read as follows:

Owner will furnish to Contractor hard copies of the Contract Documents as are reasonably necessary, with a maximum of five sets, for execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

SC-3.01. Delete Paragraph 3.01.C in its entirety.

SC-3.01. Add the following new paragraph immediately after Paragraph 3.01.E:

3.01.F. Sections of Division 01, General Requirements, govern the execution of the Work of all sections of the Specifications.

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

SC-4.03. Delete the first sentence of Paragraph 4.03.A in its entirety.

SC-4.04. Add the following new paragraphs to the end of Paragraph 4.04.B:

4.04.C. The Contractor shall submit a construction schedule within ten (10) days of Notice of Award. Thereafter, the Contractor shall submit an updated construction schedule every month.

4.04.D. No equipment operation, including "warm up," shall occur prior to 8:00 a.m. nor after 7:00 p.m. Contractor shall comply with the requirements of Washoe County Noise Ordinance in the performance of the work. The Engineer shall have final say as to the adequacy of the equipment for other than day use and no additional payment shall be made to Contractor for the rental of equipment to meet these limitations.

SC-5.02. Add the following language to the end of Paragraph 5.02.A.1:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the Site.

SC-5.03. Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following in their place:

5.03.A. The Owner has reports, data, photos and other information describing the water tanks, which are available to the Contractor. The Owner makes no representation as to the accuracy and/or completeness of the available information and shall be indemnified and held harmless by the Contractor.

5.03.B Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site is as follows:

5.03.B.1. No subsurface explorations and/or tests have been performed. The Contractor shall have full responsibility with respect to subsurface conditions at the sites.

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

5.03.C. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at 1220 Sweetwater Road, Incline Village, NV during regular business hours, or may request copies from Engineer, at the cost of reproduction.

5.03.D. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

5.03.D.1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

5.03.D.2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

5.03.D.3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.03.E. The Contractor shall verify the locations and dimensions of all existing equipment and structures, whether shown on the plans or not, and shall have full responsibility with respect to physical conditions in or relating to such structures and equipment.

5.03.F. Contractor is advised that the Lake Tahoe basin is known for large rocks and boulders buried under the surface, and it is common to find boulders within the work area.

SC-5.04 Differing Subsurface or Physical Conditions:

5.04.A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site differs materially from conditions ordinarily encountered in the Tahoe Basin and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption

or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

5.04.D.2.a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by becoming bound under a negotiated contract, or otherwise; or

5.04.D.2.b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

5.04.D.2.c. Contractor failed to give the written notice as required by SC-5.04.A.

SC-5.06. Delete Paragraph 5.06.A and Paragraph 5.06.B in their entirety and insert the following in their place:

5.06.A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner.

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.A:

6.02.A.1. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have an A.M. Best's rating of no less than "A (FSC-VII)."

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.J:

6.02.K. Contractor shall furnish properly executed certificates of insurance to Owner prior to commencement of Work under this agreement. Such certificates shall: clearly evidence all coverage required herein, including specific evidence of an endorsement naming Owner and Engineer as an additional insured, as well as all exclusions to the policies; indicate whether coverage provided is on a claims-made or occurrence basis; provide that such insurance shall not be materially changed, terminated or allowed to expire except on 30 days prior written notice to Owner; and be forwarded to: IVGID, General Manager, 1220 Sweetwater Road, Incline Village, NV 89451. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, employees or volunteers.

SC-6.03.A.5. Add the following new paragraph immediately following Paragraph 6.03.A.4:

6.03.A.5. Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and

617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

SC-6.03.B.4. Add the following new paragraph immediately following Paragraph 6.03.B.3:

6.03.B.4. General Liability: Contractor shall purchase General Liability including appropriate Auto Liability with a \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

SC-6.03.C.9. Add the following new paragraph immediately following Paragraph 6.03.C.8:

6.03.C.9. Commercial Insurance: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the Incline Village General Improvement District naming it as additional insured, indicating coverage types amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.J:

6.03.K. *Deductible and/or Self-Insured Retention (SIR)*

1. Any deductible and/or SIR must be declared to and approved by the Owner. The District reserves the right to request additional documentation (financial or otherwise) prior to giving its approval of the deductible and/or SIR and prior to executing the underlying Agreement. Any changes to the deductible and/or SIR made during the term of this Agreement or during the term of any policy, just be approved by the Owner prior to the change taking effective.

SC-7.02. Add the following language to the end of Paragraph 7.02.B:

7.02.B.1. Contractor and Subcontractor regular working hours may consist of up to 9 working hours within a 10-hour period between 8:00 a.m. and 6:00 p.m., excluding Saturdays, Sundays, and holidays recognized by Owner.

SC-7.03. Add the following new paragraph to the end of Paragraph 7.03.C:

7.03.D. Any materials or work not meeting contract requirements shall be resubmitted to the Engineer or reconstructed at the Contractor's expense. Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

SC-7.06. Add the following language at the end of Paragraph 7.06.A:

Contractor shall perform a minimum of 50 percent of the onsite labor with its own employees.

SC-7.08. Add the following new paragraph to the end of Paragraph 7.03.A:

7.08.B. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified:

1. The CONTRACTOR shall conduct all Work in accordance with the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, whether shown on the plans or not. If the CONTRACTOR fails to follow any requirements which result in a penalty by TRPA to the OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.
2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.

SC-7.10. Add the following new paragraph(s) immediately after Paragraph 7.10.C:

7.10.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.10, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

7.10.D.1. Prevailing Wage Rates:

7.10.D.1.a. Pursuant to NRS 338.020, hourly and daily rate of wages must not be less than prevailing wage in Washoe County. The most current schedule of prevailing wage rates, as determined by the Labor Commission of the State of Nevada, is included herein and shall be posted onsite.

7.10.D.2. Fair Employment Practices:

7.10.D.2.a. Pursuant to NRS 338.125, in connection with performance of Work under these Contract Documents, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.10.D.2.b. Contractor further agrees to insert this provision in all subcontracts thereunder except subcontracts for standard commercial supplies or raw materials.

7.10.D.2.c. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

7.10.D.3. Preferential Employment:

7.10.D.3.a. Pursuant to NRS 338.130, Contractor shall give preference in hiring, the qualifications of the applicants being equal: (a) First: To honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; and (b) Second: To other citizens of the State of Nevada.

7.10.D.3.b. If the provisions of NRS 338.130 are not complied with by Contractor, Contract shall be void, and any failure or refusal to comply with any of the provisions of this section shall render any such Contract void.

7.10.D.4, SB 207, Apprentice Utilization Act: Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, which requires contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects.

7.10.E. The Contractor shall submit payrolls electronically via the internet into the Owner's contracted tracking system LCPtracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed the Owner will provide the Contractor with the website addresses and a Login Identification with a password to access the payroll system. The Contractor is responsible for the set-up of access to the payroll system to their sub-contractors. Training to utilize the system is available on the LCPtracker website.

SC-7.12. Add the following new paragraph immediately after 7.12.C:

7.12.C.1. The following Owner safety program(s) are applicable to the Work:

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to be performed under this Agreement. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
 - a. All employees and all other persons who may be affected by the operations of this Agreement.
 - b. All materials and equipment whether in storage on or off the construction site.
 - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.
3. The Contractor shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
4. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any confined space entries to be performed during completion of work under this Agreement. Contractor responsibilities include but are not limited to:
 - a. Review and be familiar with the Owner's on-line written Confined Space program.

- b. Review documented information about Owner's confined spaces in which entry is intended. This information includes identified hazards for each permit-required confined space. The Contractor shall be responsible for performing their own hazard assessment prior to any confined space entry.
- c. Contractor shall have their own confined space entry program. Upon request of the Owner, Contractor will provide a statement confirming they are in compliance with their confined space entry program including requirements for confined space training for employees associated with the work.
- d. Be responsible for following all confined space requirements established by the provisions in CFR 1910.146 and its chapters.
- e. Coordinate entry operations with the Owner when employees from the Contractor will be working in or near confined spaces.
- f. Debrief the Owner on any hazards confronted or created at the completion of entry operations.
- g. Place signs stating, "Danger, Follow Confined Space Entry Procedures Before Entering" at each confined space to be entered. The Contractor shall never leave a confined space open or unattended.

SC-7.18. Add the following new paragraph immediately after Paragraph 7.18.C.2:

7.18.D. The Contractor agrees to hold harmless, indemnify and defend Owner, his employees, agents, consultants, or representatives from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to Contractor's property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of the Contractor, his employees, agents, representatives or subcontractors arising out of the performance of work under these Contract Documents by the Contractor, or by others under the direction or supervision of the Contractor.

In determining the nature of the claim against Owner, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Owner.

In the event of a claim or lawsuit against Owner, Contractor shall reimburse Owner for cost of Owner's personnel in defending such actions. Reimbursement for the time spent by such personnel shall be the rate charged for such services by the private sector.

SC-9.13. Add the following new paragraph(s) immediately following Paragraph 9.12:

9.13. *Owner As Resident Project Representative*

9.13.A. Owner may furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 10, Engineer's Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

9.13.A. In addition to the Resident Project Representative which may furnished by Engineer, Owner may furnish an Owner's Site representative to assist Engineer. The responsibilities, authorities, and limitations of authority of Owner's Site representative will be as specified for Engineer's Resident Project Representative.

SC-10.06. Delete Paragraph 10.06 in its entirety and replace it with the following paragraph:

10.06. The Engineer will have the authority to determine the actual quantities and classifications of the items of Unit Price Work performed by the Contractor, and the written decisions of the Engineer on such matters will be final, binding on the Owner and Contractor, and not subject to appeal (except as modified by the Engineer to reflect changed factual conditions).

SC-10.08. Add the following new paragraph immediately after Paragraph 10.08.E:

10.08.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

SC-11.04. Add the following new paragraph immediately after Paragraph 11.04.C:

11.04.D. In the event Contractor submits request for additional compensation as a result of a change or differing Site conditions, or as a result of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

SC-17.02. Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

SC-17.02.A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of NRS, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

SC-17.02.B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

SC-17.02.C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

SC-17.02.C.1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

SC-17.02.C.2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

SC-17.02.D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

SC-17.02.E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

SC-17.02.F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

17.02.F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

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

2020 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)

MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIVER
PAINTER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER



nevada
Office of the Labor Commissioner



2019-2020 PREVAILING WAGE RATES

AMENDMENT 2

CLASSIFICATION:	PLASTERER
COUNTY:	WASHOE REGION AND NORTHERN RURAL COUNTIES REGION
EFFECTIVE DATE:	OCTOBER 11, 2019

THE FOLLOWING REPRESENTS THE AMENDED WAGE RATES

PLASTERER	UNION
Plasterer - Journeyman	44.82
Plasterer - Foreman	47.84
See PLASTERER JOB DESCRIPTION	
ADD ZONE RATES	
In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:	
Zone 1-0-70 miles	\$0.00
Zone 2-70 miles and over	\$8.00
ADD PREMIUM PAY	
OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.	
NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour.	
FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.	

AMENDMENT 5

CLASSIFICATION:	IRON WORKER
COUNTY:	CLARK REGION, SOUTHERN RURAL COUNTIES REGION, NORTHERN RURAL REGION, WASHOE COUNTY
EFFECTIVE DATE:	DECEMBER 20, 2019

THE FOLLOWING REPRESENTS THE AMENDED WAGE RATES

IRON WORKER	UNION
Ironworker-Journeyman	73.65
Ironworker-Foreman	77.65
Ironworker-General Foreman	82.05
ADD ZONE RATE	
In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road miles from either the Reno or Las Vegas City Hall.	
60 miles to 75 miles	\$3.13
75 miles to 100 miles	\$6.25
100 miles and over	\$7.50
Travel Reimbursement FirstDayIn/LastDayOut	
60 miles to 75 miles	\$25.00
75 miles to 100 miles	\$50.00
100 miles and over	\$60.00
Each additional 50 miles	\$25.00 ADD PREMIUM PAY
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

OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NV 89102
PHONE: (702) 486-2650

Nevada Revised Statutes (NRS) 338.010(21) "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 workman.

NRS 338.035 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 338.030.

Please see Assembly Bill 190 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

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 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
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.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		63.18
Air Balance Technician-Foreman		65.51
Air Balance Technician-General Foreman		69.84
<p>See AIR BALANCE TECHNICIAN JOB DESCRIPTION</p> <p>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:</p> <p>Zone 1- 1 to 75 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base) 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.</p> <p>ADD PREMIUM PAY All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:</p> <ol style="list-style-type: none"> For all hours worked over Eight (8) Hours in one day or shift. For the first Eight (8) Hours work on Saturday. <p>All hourly rates are subject to Double Time of the Regular Rate:</p> <ol style="list-style-type: none"> For all hours worked over Ten (10) Hours in one day or shift. For all hours worked over Eight (8) Hours on Saturday. 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. 		
ALARM INSTALLER		Non-Union
Alarm Installer		31.82
<p>ALARM INSTALLER Includes but is not limited to:</p> <ol style="list-style-type: none"> 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; Installing of wiring and signaling units; Repairing electrical protective signaling systems Starting up, programming and documenting systems; 		
BOILERMAKER		Non-Union
Boilermaker		65.94
<p>BOILERMAKER Includes but is not limited to:</p> <ol style="list-style-type: none"> 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.

BRICKLAYER	Non-Union
Bricklayer-Journeyman	38.23
Bricklayer-Foreman	38.23
Bricklayer-General Foreman	38.23

- BRICKLAYER**, includes but is not limited to:
1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
 2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
 3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
 4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
 5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

CARPENTER	Union
Carpenter-Journeyman	49.36
Carpenter-Foreman	52.56

See CARPENTER JOB DESCRIPTION

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 2-75-150 miles	\$4.00
Zone 3-150-300 miles	\$5.00
Zone 4 over 300 miles	\$6.00

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.

CEMENT MASON	Union
Cement Mason-Journeyman	43.12

Cement Mason-Foreman	46.26
----------------------	-------

See CEMENT MASON JOB DESCRIPTION

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 1-0-90 miles	\$0.00
Zone 2-91 miles and over	\$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.

ELECTRICIAN-COMMUNICATION TECHNICIAN	Union
Communication Installer	37.50
Communication Technician	41.41
Senior Technician	44.45

See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

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

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$5.00
Zone 3 -91 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 the first eight (8) hours worked on Saturday

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

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

Shift Rates

1. Swing shift to be paid at seventeen point three (17.3) percent the regular straight time rate for hours between 4:30pm and 1:00am.
2. Graveyard shift to be paid at thirty one point four (33.4) percent the regular straight time rate for hours between 12:30am and 9:00am.
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)	
ELECTRICIAN-LINE	Union
Electrician-Groundman	42.28
Electrician-Lineman	64.02
Electrician-Foreman	70.19
Electrician-General Foreman	76.56
Heavy Equipment Operator	52.19
See ELECTRICIAN LINEMAN JOB DESCRIPTION	
<p>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.</p>	
ELECTRICIAN-NEON SIGN	Union
Electrician-Neon Sign	53.90
<p>ELECTRICIAN-NEON SIGN, includes but is not limited to:</p> <ol style="list-style-type: none"> 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; 	
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift. 2. For up to 8 hours worked on Saturday from midnight to midnight. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday. 2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays. 	
<p>SHIFT DIFFERENTIAL Second Shift (Swing) will be an additional \$0.75 cents per hour. Third Shift (Graveyard) will be an additional \$1.00 per hour.</p>	
<p>HIGH TIME (Working at heights)</p> <ol style="list-style-type: none"> 1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.25 per hour in addition to their normal rate for a minimum of 2 hours. 2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$3.25 per hour in addition to their normal rate for a minimum of 4 hours. 	
<p>FOREMAN</p> <ol style="list-style-type: none"> 1. First employee on the job must have a CDL and Welder certification and shall be paid \$1.00 per hour in addition to their normal rate of pay. 2. When supervising (5) or more workers shall be paid an additional \$1.25 per hour. 	
ELECTRICIAN-WIREMAN	Union
Wireman	59.89
Cable Splicer	64.06

Wireman-Foreman	64.06
Wireman-General Foreman	68.23

See ELECTRICIAN-WIREMAN JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$8.00
Zone 3 -91 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:

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

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

4. For all hours worked over eight (10) hours in one day or shift.
5. For any hours worked on Sunday
6. For any hours worked on Holidays
- 7.

Shift Rates

1. Swing shift to be paid at seventeen point three (17.3) percent the regular straight time rate for hours between 4:30pm and 1:00am.
2. Graveyard shift to be paid at thirty one point four (33.4) percent the regular straight time rate for hours between 12:30am and 9:00am.
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)**

ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	106.67
Elevator Constructor-Mechanic in Charge	115.80

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

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.

FENCE ERECTOR	Non-Union								
Fence Erector	43.33								
FENCE ERECTOR Includes but is not limited to: <ol style="list-style-type: none"> 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; 									
FLAGPERSON	Union								
Flagperson	37.21								
FLAG PERSON , includes but is not limited to: <ol style="list-style-type: none"> 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; ADD LABORER ZONE RATE (Highway and Dam Construction only) 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Zone 1-0 to 75 miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Zone 2-75 to 150 miles</td> <td style="text-align: right;">\$4.00</td> </tr> <tr> <td>Zone 3-150 to 300 miles</td> <td style="text-align: right;">\$5.00</td> </tr> <tr> <td>Zone 4-300 miles and over</td> <td style="text-align: right;">\$6.00</td> </tr> </table> ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. 		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
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								
FLOOR COVERER	Union								
Floor Coverer-Journeyman	44.69								
Floor Coverer-Foreman	47.72								
See FLOOR COVERER JOB DESCRIPTION ADD PREMIUM PAY Shift work <ol style="list-style-type: none"> 1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00pm and 6:00am. The Union must be notified in advance before utilizing shift work on a particular job. 									

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 (Article 23, section 5), 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 (Article 23, section 5), 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

GLAZIER	Non-Union
Glazier Journeyman	23.20

GLAZIER
Includes but is not limited to:

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

HIGHWAY STRIPER	Union
Highway Striper	42.83

See HIGHWAY STRIPER JOB DESCRIPTION

ADD LABORER ZONE RATE
(Highway and Dam Construction only)
In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

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

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

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

4. For all hours worked over twelve (12) hours in one day or shift.
5. For any hours worked on Sunday from midnight to midnight.
6. For any hours worked on holidays from midnight to midnight.

HOD CARRIER-BRICK MASON TENDER	Union
---------------------------------------	-------

Brick Mason-Journeyman		39.33
Brick Mason-Foreman		39.73
See HOD CARRIER-BRICK MASON TENDER JOB DESCRIPTION		
<p>ADD ZONE RATE In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse:</p> <p>Zone 1-35 to 75 miles \$1.25 Zone 2-76 miles and over \$7.50</p>		
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 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. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 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. 		
HOD CARRIER-PLASTERER TENDER		Union
Plasterer Tender-Journeyman		40.92
Plasterer Tender-Gun Tender		41.92
Plasterer Tender-Foreman		42.28
See HOD CARRIER-PLASTERER JOB DESCRIPTION		
<p>ADD ZONE RATE In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:</p> <p>Zone 1-70 miles \$0.00 Zone 70 miles and over \$8.00</p>		
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 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. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 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. 		
IRON WORKER	See Amendment 5	Union
Ironworker-Journeyman		73.30
Ironworker-Foreman		76.81

See IRON WORKER JOB DESCRIPTION

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.

LABORER	Union
<u>SEE GROUP CLASSIFICATIONS</u>	
Landscaper	34.92
Furniture Mover	36.42
Group 1	40.08
Group 1A	37.21
Group 2	40.18
Group 3	40.33
Group 4	40.58
Group 4A	43.08
Group 5	40.88
Group 6	
Nozzlemen, Rodmen	39.88
Gunmen, Materialmen	40.58
Reboundmen	40.23
Gunite Foremen	41.28

See LABORER JOB DESCRIPTION

ADD ZONE RATE

LABORER (Highway and Dam Construction only)

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

LABORER (Building Construction)

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

ADD PREMIUM PAY

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

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

LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)	Union
Lubrication and Service Engineer (mobile and grease rack)	60.56

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 4-3001 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:

 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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

MECHANICAL INSULATOR	Union
Mechanical Insulator-Mechanic	66.59
Mechanical Insulator-Foreman	69.59

Mechanical Insulator-General Foreman	71.59						
<p>MECHANICAL INSULATOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials; 2. Installing blown-on insulation on pipe and machinery; 3. Lining of mechanical room surfaces and air handling shafts; 4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems; 5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems; 6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes; 7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent; 8. The application of material, including metal and PVC jacketing, 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; <p>ADD ZONE RATE In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Reno City Hall:</p> <table style="width: 100%;"> <tr> <td>Zone 1-0-20 miles-</td> <td style="text-align: right;">\$1.25</td> </tr> <tr> <td>Zone 2-21-40 miles-</td> <td style="text-align: right;">\$2.50</td> </tr> <tr> <td>Over 40 miles-</td> <td style="text-align: right;">\$10.63</td> </tr> </table> <p>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.</p>		Zone 1-0-20 miles-	\$1.25	Zone 2-21-40 miles-	\$2.50	Over 40 miles-	\$10.63
Zone 1-0-20 miles-	\$1.25						
Zone 2-21-40 miles-	\$2.50						
Over 40 miles-	\$10.63						
MILLWRIGHT	Union						
Millwright	64.11						
<p>See MILLWRIGHT JOB DESCRIPTION</p> <p>ADD ZONE RATE In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:</p> <table style="width: 100%;"> <tr> <td>Zone 1-1 to 15 miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Zone 2-15 to 35 miles</td> <td style="text-align: right;">\$2.50</td> </tr> <tr> <td>Zone 3-over 35 miles</td> <td style="text-align: right;">\$4.25</td> </tr> </table> <p>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.</p>		Zone 1-1 to 15 miles	\$0.00	Zone 2-15 to 35 miles	\$2.50	Zone 3-over 35 miles	\$4.25
Zone 1-1 to 15 miles	\$0.00						
Zone 2-15 to 35 miles	\$2.50						
Zone 3-over 35 miles	\$4.25						
OPERATING ENGINEER	Union						
<u>SEE GROUP CLASSIFICATIONS</u>							
Group 1	55.54						
Group 1A	58.30						

Group 2	58.83
Group 3	59.10
Group 4	59.84
Group 5	60.14
Group 6	60.31
Group 7	60.56
Group 8	61.15
Group 9	61.47
Group 10	61.82
Group 10A	62.01
Group 11	62.25
Group 11A	63.89
Group 11B	64.70
Foreman	63.89
Add 12.5% to base rate for "Special" shift	

OPERATING ENGINEER, 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.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER** 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:

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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR	Union
<u>SEE GROUP CLASSIFICATIONS</u>	
Group 1	70.84
Group 1 Truck Crane Oiler	64.67
Group 1 Oiler	62.71
Group 2	69.33
Group 2 Truck Crane Oiler	64.42
Group 2 Oiler	62.50
Group 3	68.09
Group 3 Truck Crane Oiler	64.20
Group 3 Oiler	62.28
Group 3 Hydraulic	63.87
Group 4	66.36
Group 5	65.26
Add 12.5% to base rate for "Special" Shift	

OPERATING ENGINEER, included 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.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR** 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 4-3001 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:

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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked

OPERATING ENGINEER -PILEDRIIVER	Union
GROUP CLASSIFICATIONS	
Group 1	70.26
Group 1 Truck Crane Oiler	64.80
Group 1 Oiler	62.88
Group 2	68.72
Group 2 Truck Crane Oiler	64.59
Group 2 Oiler	62.68
Group 3	67.27
Group 3 Truck Crane Oiler	64.37
Group 3 Oiler	62.45
Group 4	65.76
Group 5	64.65
Group 6	63.54
Group 7	62.58
Group 8	61.62
Add 12.5% to base for "Special" Shift	

OPERATING ENGINEER, 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.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER PILEDRIIVER** 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:

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 work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

PAINTER	Union
Brush/Roller Painter	41.64
Spray Painter/Paperhanger	43.06
Sandblaster	43.11
Structural Steel & Steeplejack	43.11
Swing Stage	43.64
Special Coating Application-Brush	43.69
Special Coating Application-Spray	43.69
Special Coating Application-Spray Steel	43.69
Foreman	\$1.00 above highest Journeyman

See PAINTER JOB DESCRIPTION

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									
PILEDRIVER	Union								
Piledriver-Journeyman	49.86								
Piledriver-Foreman	53.11								
<p>PILEDRIVER, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers; 2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling; 3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures; <p>ADD ZONE RATE In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <table> <tr> <td>Zone 1-0 to 75 miles</td> <td>\$0.00 (Road miles from the Washoe County Courthouse)</td> </tr> <tr> <td>Zone 2-75-150 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 3-150-300 miles</td> <td>\$5.00</td> </tr> <tr> <td>Zone 4 over 300 miles</td> <td>\$6.00</td> </tr> </table> <p>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.</p>		Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)	Zone 2-75-150 miles	\$4.00	Zone 3-150-300 miles	\$5.00	Zone 4 over 300 miles	\$6.00
Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)								
Zone 2-75-150 miles	\$4.00								
Zone 3-150-300 miles	\$5.00								
Zone 4 over 300 miles	\$6.00								
PLASTERER	Union								
Plasterer - Journeyman	(See Amendment 2) 44.77								
Plasterer - Foreman	(See Amendment 2) 47.78								
See PLASTERER JOB DESCRIPTION									
<p>ADD ZONE RATES In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:</p> <table> <tr> <td>Zone 1-0-70 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-70 miles and over</td> <td>\$8.00</td> </tr> </table> <p>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 Sunday and Holiday work shall be paid for at double time.</p> <p>NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour. FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.</p>		Zone 1-0-70 miles	\$0.00	Zone 2-70 miles and over	\$8.00				
Zone 1-0-70 miles	\$0.00								
Zone 2-70 miles and over	\$8.00								
PLUMBER/PIPEFITTER	Union								
Plumber/Pipefitter-Journeyman	55.80								
Plumber/Pipefitter-Foreman	59.53								
Plumber/Pipefitter-General Foreman	63.16								

See PLUMBER/PIPEFITTER JOB DESCRIPTION

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 miles \$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 miles \$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.

REFRIGERATION	Union
Refrigeration	53.34

See REFRIGERATION JOB DESCRIPTION

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.

ROOFER (Does not include sheet metal roofs)	Non-Union
Rofer	31.98

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER	Union
Sheet Metal Worker-Journeyman	63.18
Sheet Metal Worker-Foreman	65.51
Sheet Metal Worker-General Foreman	69.84

See SHEET METAL WORKER JOB DESCRIPTION

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- 1 to 75 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base)
- 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.

SOIL TESTER (CERTIFIED)	Non-Union
Soil Tester (Certified)	40.38
SOILS AND MATERIALS TESTER	Union
Soils and Materials Tester	40.38
SPRINKLER FITTER	Non-Union
Sprinkler Fitter -Journeyman	25.50

SPRINKLER FITTER

Includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR	Non-Union
Surveyor	36.54

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining,

land evaluation, construction and other purposes;	
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;	
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.	
TAPER	Union
Taper	46.99
See TAPER JOB DESCRIPTION	
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.	
3. 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 any hours worked on Sunday from midnight to midnight	
2. For any hours worked on holidays from midnight to midnight	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER	Union
Tile, Terrazzo and Marble Finisher –Journeyman	29.32
Tile, Terrazzo and Marble Finisher –Foreman	30.57
Tile, Terrazzo and Marble Finisher –General Foreman	32.32
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER JOB DESCRIPTION	
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.	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter-Journeyman	39.12
Tile Setter-Foreman	40.37
Tile Setter-General Foreman	42.12
Terrazzo/Marble Mason-Journeyman	40.62
Terrazzo/Marble Mason-Foreman	41.87
Terrazzo/Marble Mason-General Foreman	43.62
See TILE/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION	
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 1-0-50 Miles \$0.00
 Zone 2-50-75 Miles \$3.75
 Zone 3-Over 75 Miles \$8.13

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.

TRAFFIC BARRIER ERECTOR	Union
Traffic Barrier Erector	40.08

TRAFFIC BARRIER ERECTOR, includes but is not limited to:
 Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

ADD LABORER ZONE RATE
 (Highway and Dam Construction only)
 In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:
 Zone 1-0 to 75 miles \$0.00
 Zone 2-75 to 150 miles \$4.00
 Zone 3-150 to 300 miles \$5.00
 Zone 4-300 miles and over \$6.00

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

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

TRUCK DRIVER	Non-Union
<u>Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader)</u>	
Under 4 yds. (water level)	26.12
4 yds. & under 8 yds. (water level)	26.12
8 yds. & under 18 yds. (water level)	26.12
18 yds. & under 25 yds. (water level)	26.12
25 yds. & under 60 yds. (water level)	26.12
60 yds. & under 75 yds. (water level)	26.12
75 yds. & under 100 yds. (water level)	26.12
100 yds. & under 150 yds.(water level)	26.12

150 yds. & under 250 yds. (water level)	26.12
250 yds. & under 350 yds. (water level)	26.12
350 yds. & over (water level)	26.12
Transit Mix	
Under 8 yds.	26.12
8 yds. & including 12 yds.	26.12
Over 12 yds.	26.12
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	26.12
Water & Jetting Trucks	
Up to 2,500 gallons	26.12
2,500 gallons & over	26.12
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")	26.12
Heavy Duty Transport (High Bed)	26.12
Heavy Duty Transport(Gooseneck low bed)	26.12
Tiltbed or Flatbed Pull Trailers	26.12
Bootman, Comb. Bootman & Road Oiler	26.12
Flat Rack (2 or 3 axle unit)	26.12
Bus & Manhaul Drivers	
Up to 18,000 lbs. (single unit)	26.12
18,000 lbs. & over (single unit)	26.12
Helicopter Pilot (transporting men/materials)	26.12
Lift Jitneys	26.12
Winch Truck & "A" Frame Drivers	
Up to 18,000 lbs.	26.12
18,000 lbs. and over	26.12
Warehousemen Spotter	26.12
Warehouse Clerk	26.12
Tire Repairmen	26.12
Truck Repairmen	26.12
Pick Up Truck & Pilot Cars (Jobsite)	26.12
Pick Up Truck & Pilot Cars (Over the road)	26.12
Truck Oil Greaser	26.12
Fuel Truck Driver	26.12
Fuel Man & Fuel Island Man	26.12
Oil Tanker	26.12
Oil Tanker with Pup	26.12

Foreman	26.12
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.)	
WELL DRILLER	Non Union
Well Driller	29.47
WELL DRILLER , includes but is not limited to: <ol style="list-style-type: none"> 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
- Guide Posts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Control Supervisor

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
- 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)

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
- 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
- Vibra-screed
- Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

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
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers

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 6

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Heavy Duty Repairman Helper
- Oiler
- Parts man

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
- 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
- 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
- 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

- 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
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Trench Shield
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- 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)
- 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
- 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

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
- Carg-Lift or similar
- Chemical Grouting Machine
- 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 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
- Carg Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)

- Euclid Loader when controlled from the Pullcat
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

- Holland Loader or similar or Loader (over 18 cu. yds.)
-

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

Group 3

- Cranes, 45 tons and under
- Self Propelled Boom Type Lifting Device, 45 tons and under

Group 4

- Chicago Boom
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

- Boom Cat

OPERATING ENGINEER -PILEDRIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
- Fireman

SECTION 3 - BID FORM

"Water Tank Access and Safety Improvements Project Phase 2" IVGID Project No. 2299D11701

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

*Incline Village General Improvement District
Engineering Division
1220 Sweetwater Road
Incline Village, Nevada 89451
(775)832-1267*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

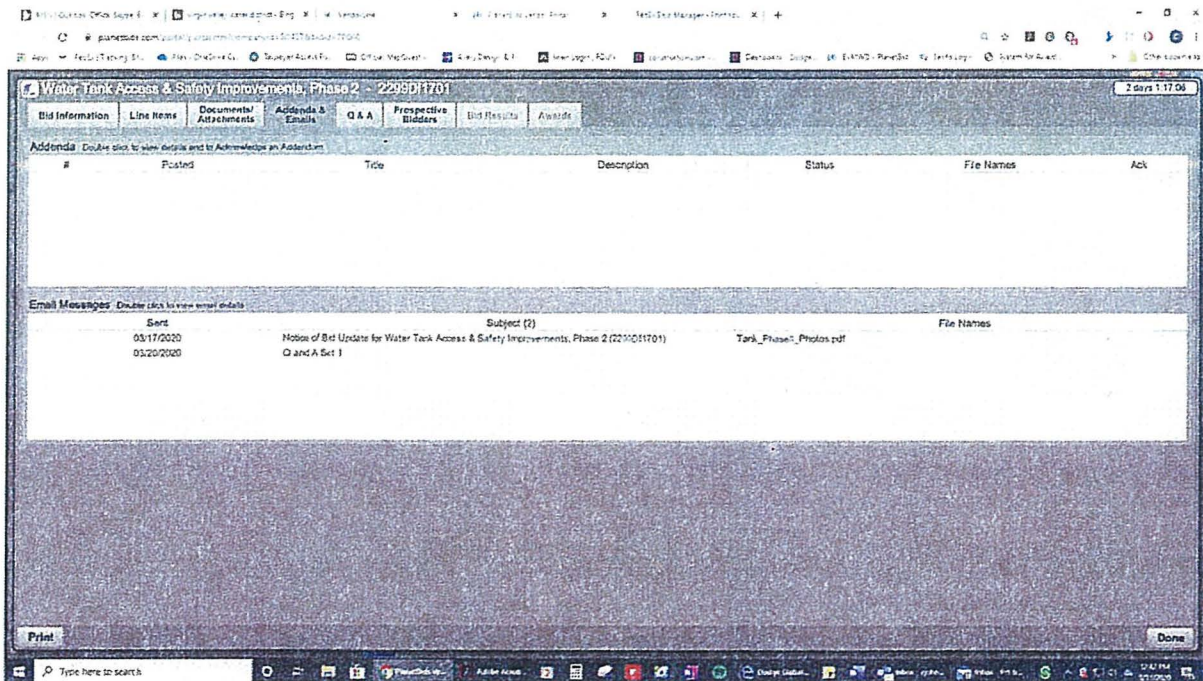
3.01.1 Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Date:</u>	
<u>None</u>	_____	<i>3/31/2020 No addendum posted as of today.</i>
_____	_____	
_____	_____	
_____	_____	

3.01.2 Bidder has visited the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the Work.

3.01.3 Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost, progress and performance of the Work.

3.01.4 Bidder has carefully studied all:
Reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in Supplementary Conditions (SC) 5.03 and reports of other environmental conditions as identified in SC-5.06.



3/31/2020

No addendum posted as of 3/31/2020 to PlanetBid web-portal.

Paso Robles Tank, Inc. – mailed out bid on 3/31/20

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

- 3.01.5 Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- 3.01.6 Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- 3.01.7 Bidder has correlated the information known to Bidder, information and observations from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- 3.01.8 Bidder is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- 3.01.9 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 3.01.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.01.11 Bidder will submit written evidence of its authority to do business in the State of Nevada, where the project is located, not later than the date of its execution of the Agreement.
- 3.01.12 Bidder has reviewed Senate Bill (SB) 207- Apprenticeship Utilization Act and understands that the bidders and their listed subcontractors are required to complete and submit the attached checklist.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- 4.01.1 This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- 4.01.2 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
- 4.01.3 Bidder has not solicited or induced any individual or entity to refrain from bidding;
- 4.01.4 Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Bid Price(s).

Unit Bid Price to Construct the Water Tank Access and Safety Improvements Project, complete:

Item No.	Description	Bid Price
1	R2-1, Lariat Circle	\$ 40,000.00
2	R2-2, Fairview at Ski Way	\$ 40,000.00
3	Eff Res, Sweetwater Road	\$ 29,000.00

Total Bid Price \$ 109,000.00

Total Bid in Words \$ One Hundred Nine Thousand dollars and zero cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Paragraph 14.07 of the General conditions or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- 7.01.1 Required Bid Security in the form of a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total bid;
- 7.01.2 Nevada Contractor's Certificate of Eligibility to Receive a Preference in Bidding on Public Works and Public Works Bidder's Preference Affidavit, if applicable;
- 7.01.3 List of similar projects completed and previous work experience, as required;
- 7.01.4 List of subcontractors and suppliers exceeding 5%;
- 7.01.5 List of subcontractors and suppliers exceeding 1% or \$50,000, whichever is greater, from three low bidders;
- 7.01.6 Nevada Apprenticeship Utilization Act Project Workforce Checklist;
- 7.01.7 Any other items as may be required in Section 2 – Instructions to Bidders.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

- 7.01.8 Communications concerning this Bid shall be addressed to the address of BIDDER as indicated at the end of this section, as written in Paragraph (8), or at the following address:

Shane Womble
(951) 550-9612
SWomble@pasorobles tank.com
P.O. Box 2810
Hemet, CA 92546

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SUBMITTED on March 30, 2020

If BIDDER is:

• Individual:

(Seal)

By: N/A
(Individual's Printed Name and Signature)

Doing business as: _____

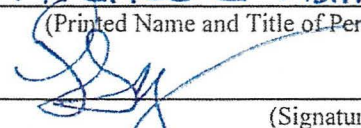
Business Address: _____


Phone Number: _____

• Corporation:

(Corporate Seal)

By: Paso Robles Tank, Inc.
(Corporation Name)
California
(State of Incorporation)

By: Lawrence G. Womble, Owner
(Printed Name and Title of Person Authorized to Sign)

(Signature)

Attest: Shawn P. Owens 
(Secretary's Printed Name and Signature)

Business Address: P.O. Box 2810, Nemet, CA 92546

Phone Number: (951) 925-5022

• Partnership:

(Seal)

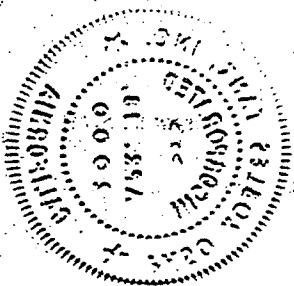
By: N/A
(Firm Name and Printed Name of Person Authorized to Sign)

(Signature of Person Authorized to Sign)

Business Address: _____

Phone Number: _____

Handwritten text at the top of the page, possibly a title or header.



Handwritten text on the first set of lines, including the name 'Smt. S. S. S. S.' and other illegible characters.

Handwritten text on the second set of lines, including the name 'Smt. S. S. S. S.' and other illegible characters.

Handwritten text on the third set of lines, including the name 'Smt. S. S. S. S.' and other illegible characters.

Handwritten text on the fourth set of lines, including the name 'Smt. S. S. S. S.' and other illegible characters.

Handwritten text on the fifth set of lines, including the name 'Smt. S. S. S. S.' and other illegible characters.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

• Joint Venture:

(Seal)

By: N/A

(Printed Name and Signature)

(Address)

By: _____
(Printed Name and Signature)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.)

ALL BIDDERS MUST COMPLETE:

0069435

Nevada Contractor's License Number

77-0541423

Federal Tax ID Number

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

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

Contact Name & Phone No.	Description of Work	Date Complete	Cost
* Refer to attached listing of projects			

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

Forman/Super's Name	Title	Years' Experience	
Rich Woods **	Vp/Field Super.	10 yrs	
Name & Location of Project Reservoir Safety Upgrades (Dachella)	Description Safety Upgrades to 57 Reservoirs	Project Cost \$1.4M	Date Completed 2019
Name & Location of Project R-24/R-24A City of Henderson, NV	Description Replace floor, install new baseplates, Safety ladders	Project Cost \$1.4M	Date Completed 5/2016
Name & Location of Project R-26B City of Henderson	Description Replace floor, coatings, Safety ladder	Project Cost \$600K	Date Completed 4/2016
Name & Location of Project R9, R17A + RR Rehab City of Henderson, NV	Description Structural repairs to 3 Reservoirs	Project Cost \$1.8	Date Completed 2012

* Please reference attached list of comparable tank repair projects

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
PASD Robles Tank, Inc. P.O. Box 2810, Hemet, CA 92546 (951) 925-5022; X402	0069435 \$7.4M
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: Structural repairs / Coating	100

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
Paso Robles Tank, Inc. P.O. Box 2810, Nemet, CA 92546 (951) 925-5022; X402	0069435 \$7.4 M
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: Structural Repairs/Coating	100

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, Lawrence G. Womble, on behalf of Paso Robles Tank, Inc. ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. 2299 DI 1701, Project Name Water Tank Access + Safety Improv. ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: [Signature]

By: Lawrence G. Womble

Title: Owner/Qualifier Date: 3.30.2020

State of CA)
County of San Diego) ss.

Signed and sworn to (or affirmed) before me on this 30 day of March, 2020,
by Lawrence G. Womble (name of person making statement).

**Notarized CA Jurat
on following page*

[Signature]
Notary Signature

STAMP AND SEAL

JURAT

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

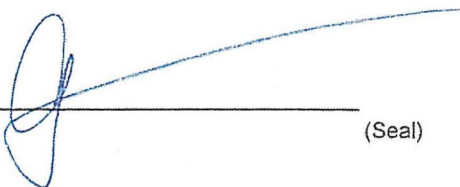
State of California

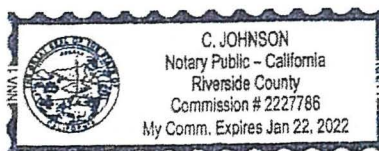
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 30th day of March,

2020 by Lawrence G. Wombles,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Public Works Bidder Declaration
(Title or description of attached document)

Water Tank Access and Safety
(Title or description of attached document continued)

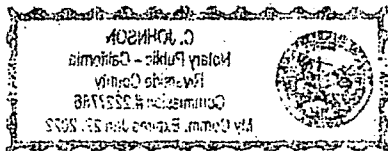
Number of Pages 1 Document Date 3/30/20

Incline Village General Imprv. District
Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.





INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Public Works Department

Project Workforce Checklist

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

Project No.: 2299DI1701 Contractor: Paso Robles Tank, Inc.

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

Continued...

Craft/Type of Work	More than 3 Employees Anticipated?	Do You Anticipate Needing Waiver?†
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker (can also include Air Balance Technician)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Soils & Materials Tester (includes Certified Soil Tester)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker, Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
*Other:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

† Pursuant to the Labor Commissioner's November 27, 2019 Advisory Opinion, waivers are not required in those crafts/types of work where no recognized apprenticeship program exists in the region where the public work is located. Contractor is responsible for verifying whether recognized apprenticeship programs exist in the region for each craft/type of work to be performed.

* Contractor is responsible for ensuring all crafts/types of work to be performed on the public work are accounted for on this checklist. Attach additional pages if needed.

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

Company Name: PASO Robles Tank, Inc.
Signed: [Signature]
Name and Title: LAWRENCE G. WOMBLES, Owner/Qualifier
Date: MARCH 30, 2020

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
WATER TANK ACCESS AND SAFETY IMPROVEMENTS PHASE 2

SECTION 4 - BID BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS,

That we, Paso Robles Tank, Inc. as Principal (hereinafter called the Principal), and the Argonaut Insurance Company a corporation created and existing under the laws of the State of Illinois, whose principal office is in San Antonio, TX as Surety (hereinafter called the Surety), are held and firmly bound unto INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT as Obligee (hereinafter called the Obligee), in the sum of Five Percent of Amount Bid Dollars (\$5%), for the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Water Tank Access and Safety Improvements Project
Project Number 2299DI1701
PWP No. WA-2020-166

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and is otherwise to remain in full force and effect.

Signed and sealed this 25th day of March, 2020.

Witness: _____
(Individual)

Attest: Shawn P. Owens
(If Corporation)
Shawn P. Owens

CONTRACTOR: _____ (Seal)

Paso Robles Tank, Inc.
(Principal)

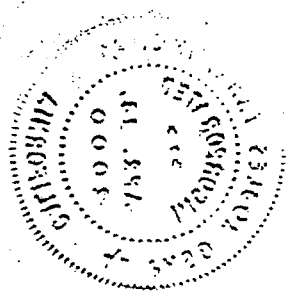
By: Lawrence G. Womble
(Title)

Lawrence G. Womble
Owner/Qualifier

SURETY: _____ (Seal)

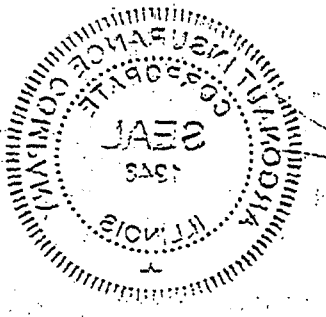
Argonaut Insurance Company

By: Daniel Huckabay
(Title) Daniel Huckabay
Attorney-in-Fact



COMMUNICATIONS SECTION
FEDERAL BUREAU OF INVESTIGATION

[Handwritten signature]
Special Agent in Charge



ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On March 30, 2020 before me, C Johnson, Notary Public
(Here insert name and title of the officer)

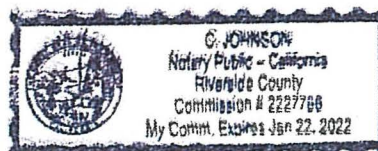
personally appeared Lawrence G. Wombles,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) ~~(s)~~ are subscribed to the within instrument and acknowledged to me that
~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by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

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond
(Title or description of attached document)
Water Tank Access and Safety
(Title or description of attached document continued)
 Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Owner
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

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

State of California

County of Orange

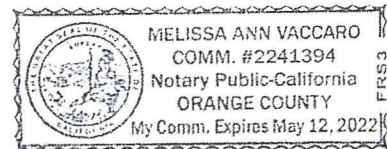
On 3/25/2020 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond No. CSBA-13262

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Daniel Huckabay, Shauna Rozelle Ostrom, Arturo Ayala, Frank Morones, Michael D. Stong, Ben Stong

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



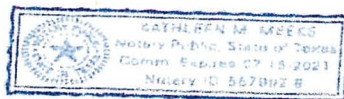
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 25th day of March, 2020.



James Bluzard, Vice President-Surety

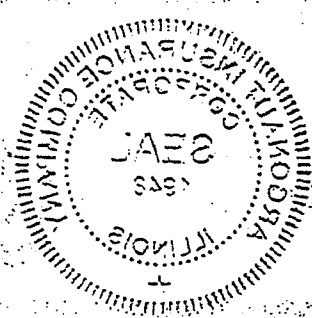
THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
CHICAGO, ILLINOIS

NOTICE TO TAXPAYERS
The Department of Revenue has received information that certain taxpayers have failed to file their tax returns for the year 1967. The Department is required by law to assess and collect the tax due on these returns. If you are one of these taxpayers, you should file your return as soon as possible to avoid penalties and interest charges. If you have any questions, please contact the Department of Revenue.



Additional text and faint markings on the page, including a signature line and possibly a date.





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-14-10-16-0516**

PASO ROBLES TANK INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0069435** ORIGINAL ISSUE DATE: **09/17/2007** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **\$7,400,000** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **OCTOBER 1, 2019** AND EXPIRES ON **SEPTEMBER 30, 2020**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI A. GREIN, EXECUTIVE OFFICER

10-1-2019
DATE



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



**STATE OF NEVADA
CONTRACTOR'S LICENSE**



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

LICENSE#: 0069435

EXPIRES: 9/30/2021

PASO ROBLES TANK INC

P O BOX 2810

HEMET, CA 92546

LIMIT: \$7,400,000

CLASS: A



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of
Associated Construction and Engineering, Inc

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 2810 • Hemet, CA 92546
Website: www.pasoroblestank.com

UNDERWATER TANK INSPECTION AND REPAIR PROJECTS

Potable Water Storage Reservoir Cleaning & Inspection

City of Riverside

3900 Main St, Riverside, CA 92522

Email: Eric Escobar ~ EEscobar@riversideca.gov

Phone: (951) 826-5821

Contract Value: \$173,000.00

Contract Date: January 2014 – December 2014

Water Storage Tank Inspection and Repair

City of Modesto, County of Stanislaus, State of California

1010th Street, Ste. 6600, Modesto, CA 95354

Email: Ken Masasso ~ kmasasso@modestogov.com

Phone: (209) 577-5420

Contract Value: \$300,000.00

Contract Dates: April 2010 – April 2013

TANK REPAIR AND RETROFIT PROJECT EXPERIENCE 2006 – 2020

Altus AFB, Altus, OK – US Air Force

Job No.: 41167 Perform Repairs on Tank 464 at Altus AFB, OK

Wood Environment & Infrastructure Solutions, Inc.

1635 Market Street, 10th Floor

Philadelphia, PA 19103

Michael Dandridge

Email: Michael.dandridge@woodplc.com

Phone: (215) 656-2525

Description: Repair and recoating of 43'-6" x 42'-3", 10,000 BBL welded steel tank with internal floating roof, including new guardrails, modify stairway, pipe supports, repair concrete foundation including cathodic protection and field coatings.

Contact Amount: \$768,355.00

Coachella Valley Water District - Reservoir Safety Program Updates Phase II

75-515 Hovley Lane East

Palm Desert, CA 92211

Contact: Brian Fogg

Phone: (760) 398-2661 ext. 2331

Email: BFogg@cvwd.org

Description of Work: 57 tanks total (44 different sites! Locations on pgs. 2 & 3 of drawings), (1) new ext. Ladder and Vandal Guard, (11) New winding Stairways 8 tanks to remain in service, (13) widen top of ext.



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of
Associated Construction and Engineering, Inc

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 2810 • Hemet, CA 92546
Website: www.pasoroblestank.com

ladder, (7) reduce top of ladder, (34) safety gates at top of ext. ladders, (12) small reinforced concrete pads under ext. ladders, (5) modified Vandal Doors, (4) Removal of ext. ladder cages, (8) flare bottom of ext. ladder cages, (33) new Glidelock climbing systems, (9) remove safety climbs, (4) all new guard railing, (6) widen guard railings, (13) kickplates and posts, (28) new fall restraint systems, (46) New center vents and screens, (3) repair interior coating and disinfect. Various spot repair of ext. coatings over welds.

Contract Date: 03-27-2019 – 02-20-2020 (In Progress)

Contact Value: \$1,462,000.00

Helix Water District - South Rim Tank Rehabilitation Project 4464

7811 University Avenue

La Mesa, CA 91942

Contact: Chris McRae

Phone:

Email:

Description of work

Contract Date:

Contact Value: \$1,773,890.00

Long Beach Water Department - Alamitos Tank No. 4 Rehabilitation Project

1800 East Wardlow Road

Long Beach, CA 90807

Contact: Andre Harper, P.E.

Phone: (951) 372-9196

Email: andre@harpereng.com

Description of Work: Remove interior coating and apply new coating, column upgrades, remove and replace roofing material and vent screening, install new staircase, interior ladder, guardrails, modify inlet and outlet piping, overflow air gap, fall restraint system, guardrailing, cathodic protection, and spot exterior painting of an existing 132 foot diameter, 35 foot high, 3.3 million gallon steel potable water storage Tank No.4 at LBWD's Alamitos Reservoir Site.

Also included in this project is the modification of the inlet and outlet piping on Alamitos Tanks No. 5 and No. 6.

Contract Dates: 11-19-18 to 05-18-19

Contact Value: \$1,692,020.00

1-MG Domestic Reservoir Roof Replacement and Painting Project

Humboldt Bay Municipal Water District

Design & Construction Standard: AWWA D100

828 seventh Street

Eureka, CA 95502

Contact: Pat Kaspari, GHD, Inc.

Email: Pat.Kaspari@ghd.com

Phone: (707) 443-8326

Description of Work: Work consists of furnishing all labor, materials, equipment, and supervision required for replacing and painting the roof, including support beams, as well as sandblasting and painting the interior of the tank, and painting the exterior of the tank (spot prepping where required).

Contract Dates: March 2017 – June 2017



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of
Associated Construction and Engineering, Inc

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 2810 • Hemet, CA 92546
Website: www.pasoroblestank.com

Contact Value: \$460,837.00

City of Santa Rosa - Seismic Upgrades and Improvements Phase 4- R3, R6, R7 & R12B And Various Other Site Improvements (4 Welded Steel Reservoirs)

69 Stony Circle
Santa Rosa, CA 95401

Contact: Tracy Duenas
Phone: (707) 543-3952
Email: TDuenas@srcity.org

Description of Work: Description of Work: Site Improvements, Seismic Upgrades & Improvements - R2-3, R6, R7 and R12B (4 Reservoirs), tank rehabilitation, coatings and appurtenances.

Contact Dates: 09-15-17 – 12-15-2018
Contract Value: \$4,197,722.00

Long Beach Water Department - Alamitos And J. Will Johnson Reservoirs Safety Improvement Project

1800 East Wardlow Road
Long Beach, CA 90807

Contact: Andre Harper, P.E.
Phone: (951) 372-9196
Email: andre@harpereng.com

Description of Work: furnishing all labor, equipment and materials necessary to install interior ladder, handrails, fall restraint systems, spiral staircases, ladder safety devices, vent screening, cathodic protection and spot coating interior and exterior surfaces due to structural modifications to all thirty-six (36) existing 132 foot diameter, 35 foot high, 3.3 million gallon potable/reclaimed water steel storage Tanks and 40 catwalks located at both LBWD's Alamitos and J. Will Johnson Reservoir Sites.

Contract Date: 12-27-17 to 11-02-18
Contract Value: \$3,471,000.00

City of Henderson, NV – R-24 & R-24A Reservoirs

240 S. Water Street
Henderson, NV 89015

Contact: Vincent (Vince) R. Miller
Phone: (702) 267-2539
Email: vmiller@cityofhenderson.com

Contact: Ali Zenhari, P.E.
Phone: (702) 267-2572
Email: Ali.Zenhari@cityofhenderson.com

Description of Work: Installation of roof vents, removal of existing overflow structures and installing new overflow structures including associated piping, removal and replacement of the existing floors including the subgrade material, install cathodic protection system, replace existing dollar plates, center columns and base plates including spot repairs and overcoat both reservoirs.

Contact Dates: 11-01-16 to 05-18-16
Contract Value: \$1,438,155.00

City of Henderson, NV – R-26B Reservoir Rehabilitation

240 S. Water Street



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of
Associated Construction and Engineering, Inc

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 2810 • Hemet, CA 92546
Website: www.pasoroblestank.com

Henderson, NV 89015

Contact: Vincent (Vince) R. Miller

Phone: (702) 267-2539

Email: vmiller@cityofhenderson.com

Contact: Ali Zenhari, P.E.

Phone: (702) 267-2572

Email: Ali.Zenhari@cityofhenderson.com

Description of Work: Structural rehabilitation of 0.9 MG steel reservoir including removal and replacement of interior steel floor, spot repair, remove and replace interior reservoir protective coating, spot repair exterior and power wash, patch and grout between the annulus and the ringwall, install cathodic protection, replace vent, manaway covers, and other related appurtenances.

Contract Dates: 11-16-16 to 04-24-16

Contract Value: \$599,500.00

City of Redlands, CA – Ward Way Reservoir Recoating and Improvements

Municipal Utilities & Engineering Department

P.O. Box 3005

35 Cajon Street, Suite 15A

Redlands, CA 92373

Contact: Greg Brooks

Email: gbrooks@cityofredlands.org

Phone: (909) 798-7698

Contact: Bassam Alzammar

Phone: (909) 798-7584x2

Email: Balzammar@cityofredlands.org

Description of Work: Removal of Lead based paint and misc. structural upgrades which included but not limited to 360 degree handrail, spiral stairway, center vent, patch plates, Interior Mixing system as designed by Misco, 36 mono-bolt manway, ECT

Contract Dates: 09-04-16 to 04-16-~~15~~16

Contract Value: 636,500.00

District Wide Facilities Safety Repair and Retrofit Project

Eastern Municipal Water District

2270 Trumble Rd., Perris, CA 92572

Contact: Karl Roland

Email: rolandk@emwd.org

Phone: (951) 928-3777 (x4475)

Description of Work: Safety improvements to these tanks includes, but are not limited to the following components: replacement of existing ladders and appurtenances, ladder cages, cage safety doors, ladder safety doors, bottom landing, top of tank guardrail modifications, installation of safety self-closing gates and miscellaneous appurtenances. The work also includes surface preparation, painting new tank appurtenances, repairing damaged exterior and interior coating due to construction retrofits while the tank is in service (by diving method).

Contract Value: \$324,501.00

Contract Date: May 2012 – May 2013



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of
Associated Construction and Engineering, Inc

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 2810 • Hemet, CA 92546
Website: www.pasoroblestank.com

City of Redlands, CA – Crafton Hills Reservoir Recoating & Improvement Project Municipal Utilities & Engineering Department

P.O. Box 3005

35 Cajon Street, Suite 15A

Redlands, CA 92373

Contact: Greg Brooks

Email: gbrooks@cityofredlands.org

Phone: (909) 798-7698

Contact: Bassam Alzammar

Phone: (909) 798-7584x2

Email: Balzammar@cityofredlands.org

Description of Work: Interior & Exterior recoating of a Welded steel water tank with miscellaneous structural upgrades such as spiral stairway, interior ladder, roof hatch, center vent, 96" center support halo, 360 degree handrail, etc.

Contract Dates: 10-05-15 to 06-20-16

Contract Value: 574,135. 00

Metropolitan Water District - Joseph Jensen Water Treatment Plant - Washwater Tanks Seismic Upgrades

700 North Alameda Street

Los Angeles, California 90012

Contact: Trevor Jordon

Phone: (909) 392-7170

Email: tjordon@mwdh2o.com

Description of Work: The work consists of providing a new anchorage system, a ring footing, and micropiles around each tank; demolishing and disposing existing steel roof of Tank No. 2, and furnishing and installing a new steel roof; coating the interior and exterior surfaces of Tank No. 2 including the roof, shell, and floor; removing and replacing pipe spools and removing sleeve-type couplings and replacing with flexible couplings on the 42-inch diameter interconnection pipe; various electrical work including relocation and replacement of existing conduits and cables to facilitate the structural work; constructing a duct bank, pull boxes, and hand holes to house the replaced conduits and cables; asbestos gasket removal in valves; lead paint removal; and other appurtenant work.

Contract Dates: 01-14-14 to 09-03-15

Contract Value: \$3,053,634.00

Alamitos Tank No. 3 Rehabilitation Project - Long Beach Water Department

1800 East Wardlow Road

Long Beach, CA 90807

Contact: Andre Harper, P.E.

Phone: (951) 372-9196

Email: andre@harpereng.com

Description of Work: Remove interior coating and apply new coatings, column upgrades, remove and replace roofing material and vent screen, install new staircase, interior ladder, guardrails, modify inlet and outlet piping, overflow airgap, fall restraint system, cathodic protection and spot repair exterior coatings.

Contact Dates: December 2011 – July 2012



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of
Associated Construction and Engineering, Inc

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 2810 • Hemet, CA 92546
Website: www.pasorobles-tank.com

Contact Value: \$1,053,900.00

City of Santa Rosa – Seismic Repair and Recoat

69 Stony Circle

Santa Rosa, CA 95401

Contact: George Potter,

Brelje & Race Engineering (Consultant)

Phone: (707) 576-1322

Fax: (707) 543-3801

Email: potter@brce.com.

Description of Work: Site Improvements, Seismic Upgrades & Improvements - R2-A, R4-B And R14 – (3 Tanks), tank rehabilitation, coatings and minor appurtenances.

Contract Value: \$2,200,000.00

City of Kingman, AZ – (3 Projects) Project ENG08-051 - City Well No. 11 0.5 MG Forebay Tank; Project ENG09-040 - Beale Springs 1.0 MG Tank Restoration and Project ENG09-041 - East Bench 1.5 Tank Inlet Piping.

(4412)

310 North Fourth Street

Kingman, AZ 86401

Phone: (928)753-8329

Fax (928)753-8118

Email: ghenry@cityofkingman.gov

Contact: Gregory T. Henry, P.E., City Engineer

Description of Work: This consists of furnishing, installing and testing of a new one half million gallon (0.5 MG) welded steel reservoir, including interior and exterior painting, cathodic protection, drainage related items and all necessary accessories for a complete, operable unit (Project Eng08-05 1). This shall also consist of the restoration of the 1.0 MG Beale Springs Tank including surface preparation and painting, replacing the steel flooring, column supports and other accessories and installation of a new cathodic protection system, complete and in place (Project Eng09-040). Also, included is the installation of 18 inch steel "gooseneck" inlet piping at the 1.5 MG East Bench Reservoir (Project Eng09-041).

Contract Value: \$609,844.00

City of Henderson – R9, R17A and RR20B Rehabilitation (4312-CF-REP)

240 Water Street

Henderson, NV 89015

Phone: (702) 267-2548

Fax: (702) 267-3606

Contact: Fernando Platin

Description of Work: Structural repairs, blasting and recoating, installation of cathodic protection system for 3 welded steel potable and reclaimed water reservoirs.

Engineer: Carollo Engineers – John D Doller (602) 263-9500

Contract Value: \$1,815,525.00

Western Municipal Water District – Lurin, La Sierra, and Roosevelt Retrofit (4191-CF-REP)



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of
Associated Construction and Engineering, Inc

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 2810 • Hemet, CA 92546
Website: www.pasoroblestank.com

450 Alessandro Blvd.
Riverside, CA 92508

Contact: Sergio Felix
Email: SFelix@wmwd.com
Phone: (951)571-7204

Description of Work: Retrofit three tanks with interior and exterior piping, coatings, and cathodic protection.

Engineer: Albert Webb and Associates
Bradley A. Sackett, PE - Senior Engineer
3788 McCray Street, Riverside, CA 92506
t: 951.248.4209
e: brad.sackett@webbassociates.com
Contract Value: \$1,675,000.00

Walnut Valley Water District (4148W) – Arbor Ridge 1.0 MG Reservoir

271 South Brea Canyon Road
Walnut, CA. 91789

Phone: (909) 595-1268
Contact: Karen Miller

Description of Work: (1) 1.5MG aluminum roof water tank; modify existing 85 x 40 steel one roof tank for aluminum roof, grading, foundations, fencing, vaults, pipeline, and coatings.

Engineer: Perliter and Ingalsbe – Amar Shah (818) 972-1470
Completion Date: 06-08-2008
Contract Value: \$1,875,600

City of San Jacinto – Bath Tank No. 2 Rehabilitation (4335-CF-REP)

PO Box 488
San Jacinto, CA 92581

Phone: (951) 654-3592
Fax: (951) 654-3672

Contact: Habib Motlagh, City Engineer
Description: Repair and recoating interior surfaces of Tank.
Contract Value: \$304,950.00



PASO ROBLES TANK, INC.
A Wholly Owned Subsidiary of Associated Construction and Engineering, Inc.

Phone: (951) 925-5022
Fax: (951) 925-6822
3883 Wentworth Drive, Bldg A
Hemet, CA 92545
Website: www.pasoroblestank.com

RICHARD WOODS
FIELD SUPERINTENDENT,
VP OF OPERATIONS

Email: rwoods@pasoroblestank.com

GENERAL WORK EXPERIENCE:

- 20 Years of tank building experience.
- 20 Years of experience welding, fabricating and erection of field and shop built storage tanks.
- 14 years of experience as field tank construction foreman.
- 3 year experience superintendent including project coordination, logistics dispatching, QA/QC and safety.
- 1 year VP of operations.

PROFESSIONAL EXPERIENCE:

VP of Field Operations – Paso Robles Tank (January 2018-present)

Field Superintendent- Paso Robles Tank- Brown Minneapolis Tank, Inc.

Hemet, CA (April 2016-Present)

- Management of our field construction crews for civil site work and tank construction.
- AWS Certified Welding Inspector from Sep 2002 to present.
- NCCCO certified crane operator from 2003 to present.

Construction Superintendent – Paso Robles Tank, Inc.

Paso Robles, CA (April 2016- present)

- Manage up to 10 crews of 4-10 people in field tank fabrication and erection.
- Facilitate delivery of materials and equipment to projects in the western U.S.
- Coordinate scheduling between engineering/drafting, purchasing, shop fabrication and field delivery of materials
- Coordinate with vendors and subcontractors
- Work with engineering, shops and field crews troubleshooting erection problems and establishing best practices
- Hiring and training of new employees
- Supervise and review payroll for field construction crew's
- Ensure all work is being completed in compliance with applicable construction and safety standards
- Work with Excel, Access and Word programs



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of Associated Construction and Engineering, Inc.

Phone: (951) 925-5022
Fax: (951) 925-6822
3883 Wentworth Drive, Bldg A
Hemet, CA 92545
Website: www.pasoroblestank.com

Field Foreman - Paso Robles Tank, Inc.

Paso Robles, CA (Aug 2006 – April 2016)

- Supervise 4-10 people in the field erection of storage tanks at various locations in the Western United States
- Crane Operator

EDUCATION & CERTIFICATIONS

- High School Diploma (Calumet High School Gary, In 1995)
- AWS D1 1 Certified Welding Inspector
- NCCCO Certified Crane Operator
- Certified Welder- FCAW, SMAW, SAW
- OSHA Construction 30 Hour Training
- First Aid / CPR Certified

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
Interim General Manager

FROM: Joseph Pomroy, P.E.
Director of Public Works

Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss, and possibly direct Staff to explore a partnership with the Nevada Department of Transportation (**NDOT**) to allow for the possible replacement of up to 1,000 linear feet of Export Pipeline on State Route 28 in 2021

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: May 28, 2020

I. RECOMMENDATION

That the Board of Trustees moves to direct Staff to explore a partnership with the Nevada Department of Transportation (**NDOT**) to allow for the possible replacement of up to 1,000 linear feet of Export Pipeline on State Route 28 in 2021.

II. DISTRICT STRATEGIC PLAN

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 activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

The District has been approached by the Nevada Department of Transportation (**NDOT**) to partner on a **NDOT** drainage project which would allow us to possibly relocate up to

1,000 feet of Segment 2 Effluent Export Pipeline. The project is located where Marlette Creek crosses under State Route 28 just south of the driveway for the Thunderbird Lodge. This request from **NDOT** is occurring prior to the selection and hiring of a Project Manager for the Effluent Export Project. Therefore, Staff is requesting approval from the Board to explore the partnership with **NDOT**.

A figure of the proposed work location follows this memorandum. **NDOT** is proposing drainage, stormwater and other highway improvements at this location and anticipates construction to occur in 2021. Partnering with **NDOT** could reduce the cost of relocating this section of pipe as the District would share the cost of pavement maintenance and traffic control with the **NDOT**. If the District contracted the project, the District would pay for all pavement maintenance, traffic control, and permitting.

The amount of pipeline to be replaced will be less than 1,000 feet in length. The new pipe would be relocated in State Route 28 and parallel the current export pipeline. The proposed Central Corridor Multi-Use Path deviates from State Route 28 in this location because of Marlette Creek and any potential co-location would require installing this section of new export pipeline to occur in State Route 28. This proposed partnership is **not** with the Tahoe Transportation District and is not part of the Central Corridor Multi-Use Path.

It has been discussed with the Board of Trustees the potential replacement of all 29,700 linear feet of effluent export pipeline in the Lake Tahoe Basin. This potential replacement is on Segment 2, which has been scheduled for replacement in the near future after replacement of the high priority Segment 3. This would essentially replace a section of pipeline today and move this ahead in the priority replacement schedule.

V. FINANCIAL IMPACT AND BUDGET

The financial impact and budget is not known at this time. The Effluent Export Pipeline Project in 2020-21 has a budget of \$2,000,000. Agreements for design and construction of improvements would be with **NDOT**. The District last entered into an Interlocal Agreement with **NDOT** in August 2017 with a base amount of \$1,002,600 for construction of effluent export pipeline repairs as part of the State Route 28 Shared Use Pathway Project. A sample **NDOT** Adjustment of Utility Facilities Agreement follows this memorandum.

If authorized to explore a partnership, Staff would work with **NDOT** to finalize the design and define the Interlocal Agreement process. The final approval of the construction Interlocal Agreement would be brought to the Board. Information is preliminary at this point and Staff is requesting authority to explore this partnership.

The District is looking at this opportunity as it will allow us to work with NDOT under their permit and share in the construction costs rather than undertaking those costs alone at some point in the future.

VI. ALTERNATIVES

1. Reject this opportunity to do exploration.
2. Proceed in another direction outlined by the Board of Trustees.

VII. COMMENTS

At the February 26, 2020 Board of Trustees meeting, Staff presented two design scopes of work for the proposed Effluent Export Pipeline and Effluent Pond Lining projects. Both scopes of work were to complete design level documents ready for public advertising for construction for the 2021 construction season beginning May 1, 2021. Both scopes of work were not approved at the meeting and the Board provided direction to Staff to hire a Project Manager to perform a review of the work completed to date by various consultants and contractors and to have a project manager that will manage the design and construction of projects in the future. The final direction provided was that two Trustees would assist the General Manager in preparing a Scope of Work for hiring a professional project manager. The scope of work would be completed and brought back to the full Board by the General Manager at a future Board Meeting. Due to the complexity and size of the potential Project Manager Contract, it was recommended that a Request for Proposals be advertised and selection managed by the General Manager. The Board of Trustees approved the Request for Qualifications and submittals are due on June 5, 2020.

VIII. BUSINESS IMPACT

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

Attachments

- Sample Agreement
- Vicinity Map
- Pipeline Schematic

Project:
E.A.:
Hwy. Agr. #: R

AGREEMENT FOR THE ADJUSTMENT
OF UTILITY FACILITIES REIMBURSABLE TO STATE

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the STATE OF NEVADA acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "STATE", and _____, whose mailing address is _____ hereinafter referred to as "COMPANY".

WHEREAS, in the course of construction of Project _____, E.A. _____, certain adjustments will have to be made to utility facilities owned by COMPANY; specifically, STATE or STATE's Contractor shall adjust and/or relocate insert description of facility located along route _____ from left/right of Highway Engineer's Station ___ to left/right of Highway Engineer's Station ___ herein referred to as FACILITIES. Relocations and/or adjustments will be performed by STATE's contractor in accordance with COMPANY's plans and specifications as provided to the STATE for approval and attached hereto as EXHIBIT "B", and made a part hereof; and,

WHEREAS, COMPANY has not established a compensable interest in and to the FACILITIES needing relocation and/or adjustment; STATE and COMPANY shall execute a Revocable Permit for all of the facilities needing relocation and/or adjustment in the form attached hereto as EXHIBIT "C" and made a part hereof.

WHEREAS, STATE has selected or shall select a project contractor technically qualified to perform the required work for Project _____ E.A. _____ in accordance with state law and shall incorporate COMPANY's plans attached hereto as EXHIBIT "B" into STATE's Project plans for STATE's contractor to perform the necessary relocation/adjustment to COMPANY's FACILITIES.

NOW, THEREFORE, STATE and COMPANY hereby agree as follows:

1.

(A) COMPANY's signature on this Agreement hereby authorizes STATE's contractor to proceed with the necessary relocation and/or adjustment of COMPANY's facilities per approved plans and specifications provided by COMPANY. STATE shall cause its contractor to perform said work in a good workman like manner to the reasonable satisfaction of COMPANY. Said work further, will be performed in accordance with the provisions of Title 23 Part 645, Subpart A, of the Code of Federal Regulations (CFR), hereinafter referred to as 23 CFR Part 645, Subpart A, such federal regulations being incorporated by reference, and Nevada law.

(B) Company or its assigned subcontractor, will be responsible to perform field inspection of work performed by the STATE's contractor for compliance with COMPANY's standards.

(C) COMPANY is responsible for acceptance of STATE contractor's relocation and adjustments of COMPANY's FACILITIES. COMPANY must inspect and accept such work. STATE shall obtain COMPANY's written approval of all change orders or extra work, if any, subsequent to the execution of this Agreement. All work installed by STATE's contractor under this Agreement shall become property owned, maintained, and controlled by COMPANY after COMPANY's acceptance.

(D) In the event COMPANY discovers what its inspector believes to be a discrepant condition with regard to the relocation and/or adjustment of its FACILITIES, COMPANY shall immediately contact the STATE's Resident Engineer or Project Manager and provide him/her with oral notice of the discrepancy, followed by written notice as soon thereafter as reasonably practicable. COMPANY shall not contact the contractor in effort to stop contractor's work.

(E) COMPANY agrees to indemnify and hold harmless the STATE from any future liability for work done to or around COMPANY's FACILITIES during this Project.

(F) STATE does not warrant any of the work performed by its contractor in relocating and/or adjusting COMPANY's FACILITIES. STATE on behalf of COMPANY shall require its contractor to repair or replace any defective workmanship within the working-day contract period for the Project.

(G) Under the STATE's contract with its contractor, the contractor is required to adhere to the STATE's STANDARD Specifications for Road and Bridge Construction (2010 edition). As such, within the contract period, should any damage occur to COMPANY's FACILITIES within the scope of the Project, STATE's contractor will be responsible to remedy the defect(s) to COMPANY's reasonable satisfaction.

(H) STATE's contractor is responsible for repairing or replacing any defective work during the Project's construction period. If STATE's contractor fails to honor its warranty obligations, COMPANY may, at its option, remedy the defect in materials or workmanship that develops during the particular construction period. The option and obligation to repair extends to any damage to FACILITIES or work caused by the particular defect or repair of the defect. Should COMPANY be required to remedy a defect, STATE shall reimburse COMPANY any resulting amounts it incurred.

(I) STATE's contractor will provide COMPANY with forty-eight (48) hour notice for on-call inspection. A COMPANY inspector shall be present at all times that STATE's contractor is working on COMPANY's FACILITIES. Design changes may be requested by COMPANY at any time and shall be submitted in writing to STATE's Resident Engineer or Project Manager for final approval. STATE's response of approval or denial shall be in writing. STATE shall provide said response to COMPANY within five (5) business days. Design changes requested by STATE shall be submitted in writing to COMPANY's Engineer for review and approval prior to execution of an appropriate change order. COMPANY shall reply in writing to STATE within five (5) business days. If STATE does not receive a reply, either approving or disapproving the requested changes by the end of the five (5) business day period, it will be deemed that COMPANY approves the requested changes. If COMPANY disapproves the requested design change, then the relocation shall be placed on hold, the parties will discuss revising the design and scope of the relocation, and amend the change order as necessary. Changes that delay the Project, increase Project costs, or impact STATE facilities or other utilities will be evaluated on a case-by-case basis.

2. CHOOSE ONE OF THE FOLLOWING:

Prior to the commencement of work, field inspection, excavation, construction, and or installation activities upon and or occupancy of the STATE right-of-way under this Agreement, COMPANY shall furnish STATE with an Insurance Policy Endorsement and Certificate of Liability and Property Damage Insurance with a single limit of One Million Dollars (\$1,000,000.00) naming the STATE as an additional insured and shall maintain such insurance for the entire period during which COMPANY shall occupy and or conduct field inspection, excavation, construction, and or installation activities within STATE's right-of-way.

The policies shall include a provision requiring a thirty (30) calendar day advance written notice of any modification or cancellation of said policies. The insurance provider shall furnish STATE with Insurance Policy Endorsements and Certificates of Insurance, evidencing such insurance prior to commencement of work, field inspection, excavation, construction, installation, and or occupancy of said right-of-way. STATE and COMPANY agree that the cost of this insurance coverage shall be borne entirely by COMPANY and shall not be charged to STATE. All insurance shall be with a company having an A.M. Best and Company, Inc., policyholder rating of A-:VII or better. This insurance policy shall remain in full force and effect until one year after COMPANY's completion of work, including but not limited to excavation, construction, and installation activities upon and/or cessation of the COMPANY's occupancy of STATE's right-of-way under this Agreement.

OR

2. The parties hereto recognize COMPANY is a self-insured entity and COMPANY hereby agrees to fully exonerate, indemnify, defend, and hold harmless the State of Nevada, and its departments, divisions, agencies, officers or employees from and against all claims or actions and all expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, negligence, omission or act of COMPANY or any person employed by COMPANY, or any others for whose acts COMPANY is legally liable. The sums shall include, in the event of any actions, the amount of the judgment, court costs, expenses of litigation, expert witness fees, and reasonable attorney fees.

3. Should COMPANY elect to utilize an outside contractor to perform field inspection within the work-site, COMPANY shall require said contractor to maintain, at its own or COMPANY's expense, worker's compensation and general liability insurance with a single limit of One Million and No/100 Dollars (\$1,000,000.00) naming the STATE as an additional insured and to maintain such insurance for the entire period during which the contractor occupies and or conducts field inspection, excavation, construction, and or installation activities within STATE's right-of-way under this Agreement.

The insurance policies shall include a provision requiring a thirty (30) calendar day advance written notice of any modification or cancellation of said policies. All insurance shall be with a company having an A.M. Best and Company, Inc., policyholder rating of A-:VII or better. The insurance provider, COMPANY's insurance broker, or COMPANY shall furnish the STATE with insurance policy endorsements, declarations page, and certificates of insurance evidencing such insurance before commencement of field inspection, excavation, construction, installation, and or occupancy of said right-of-way.

4. The total estimated cost for performing the adjustments on behalf of COMPANY is ____ AND ____/100 DOLLARS (\$____). ____ AND ____/100 DOLLARS (\$____) is attributable to salvage credits and ____ AND ____/100 DOLLARS (\$____) is attributable to voluntary betterments undertaken by COMPANY. Details of the estimated costs are set forth in EXHIBIT "____" attached hereto and made a part hereof. Actual costs might exceed this estimated amount. STATE in its sole discretion may charge up to SEVENTEEN percent (17%) Construction Engineering to all or part of the above adjustment costs.

COMPANY shall pay STATE's invoices in accordance with Paragraph 6 below. Under this Agreement, cost or costs include without limitation those items provided for in NRS 408.407, NAC 408.303 through 408.379, inclusive, and 23 CFR § 645.117.

5. The parties designate that the method of developing the adjustment costs shall be actual direct and related indirect costs to be accumulated in accordance with an approved work order accounting system or procedure prescribed by the applicable Federal or State regulatory body in accordance with the provisions of 23 CFR Part 645, Subpart A.

6. STATE shall submit to COMPANY the original plus one (1) copy of a detailed, itemized statement showing all the costs for which STATE is claiming reimbursement in connection with a final billing or progress billing. COMPANY shall reimburse STATE for all appropriate charges in accordance with the provisions of 23 CFR Part 645, Subpart A. COMPANY shall, within sixty (60) calendar days after it receives the monthly progress billing, pay STATE the amount of that billing. During that 60-day period, COMPANY's assigned inspector may verify that the work has been performed and the items for which the monthly billing applies have been purchased for use on the described Project.

7. The accounts and records of COMPANY and STATE pertaining to the adjustments shall be subject to audit by representatives of STATE and/or the Federal Highway Administration for a period of three (3) years after STATE closes its Project or if 100% state funded use STATE has received final payment. COMPANY shall retain the financial records relating to the adjustments and shall make the records available for inspection by representatives of STATE and/or the Federal Highway Administration upon request during the course of the adjustments and for a period of not less than three (3) years after STATE has provided COMPANY with written notification of the Project's closure or if 100% state funded use received final payment.

8. COMPANY shall not pass over or through the freeway access control fence for purposes of maintenance, repair, replacement, inspection or operation of its facilities, and shall instead achieve access from freeway interchanges, frontage roads, cross streets or other access roads. Access is not permitted from the freeway main-traveled way or ramps.

9. Notwithstanding the provisions of Paragraph 8 above, in the case of an extreme emergency involving COMPANY's facilities, in accordance with NAC 408.461(3) COMPANY shall have reasonable use of the freeway for performing emergency maintenance. COMPANY shall notify STATE within twenty-four (24) hours after beginning excavation.

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

FOR STATE: STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
Name, Assistant Chief R/W Agent
1263 S. Stewart Street
Carson City, NV 89712
Phone: _____
Fax: _____
E-mail: _____

FOR COMPANY: Name _____
Agency/Company _____
Mailing Address, City, State Zip Code _____
Physical Address, City, State Zip Code _____
Phone: (____) ____-____
Fax: _____
E-mail: _____@_____

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

12. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

13. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their officials, thereunto duly authorized, on the date first above written.

COMPANY

REVIEWED AND RECOMMENDED BY:

By: _____, District Engineer
NAME, Title

APPROVED AS TO LEGALITY AND FORM:

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ of _____ as _____ of _____

(Notary)

Name, Chief Right-of-Way Agent

APPROVED AS TO LEGALITY AND FORM:

, Deputy Attorney General

STATE OF NEVADA, acting by and through its
DEPARTMENT OF TRANSPORTATION

, Director

STATE OF NEVADA
CARSON CITY

On this ____ day of _____, 20____, personally appeared before me, the undersigned, a Notary Public in and for Carson City, State of Nevada, _____ personally known (or proved) to me to be the _____ Director of the Department of Transportation of the State of Nevada who subscribed to the above instrument for the Nevada Department of Transportation under authorization of Nevada Revised Statutes, Chapter 408.205; that he affirms that the seal affixed to said instrument is the seal of said Department; and that said instrument was executed for the Nevada Department of Transportation freely and voluntarily and for the uses and purposes therein mentioned.

S
E
A
L

IN WITNESS WHEREOF I have hereunto
set my hand and affixed my official seal the day
and year in this certificate first above written.

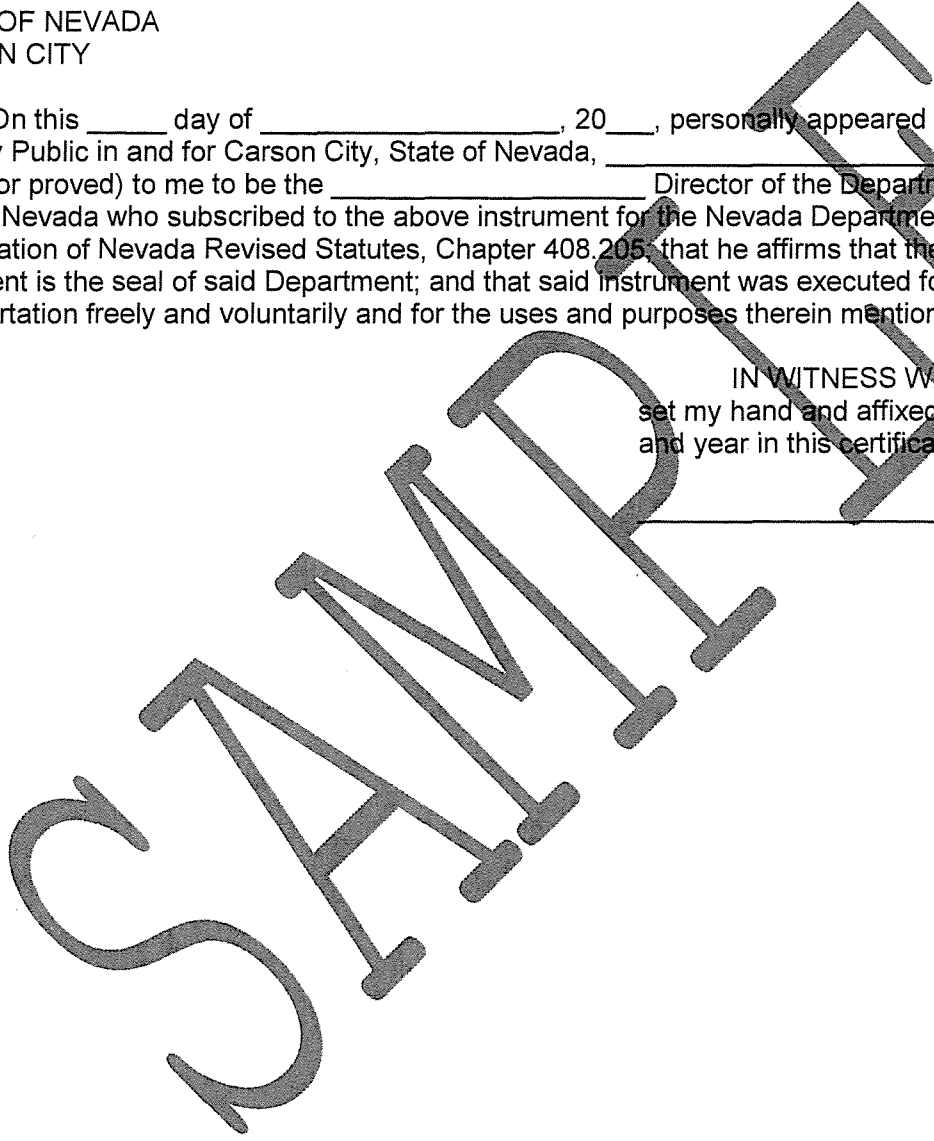


EXHIBIT "A"

Estimated Costs

(attached separately)

SAMPLE

EXHIBIT "B"

Drawings

(attached separately)

SAMPLE

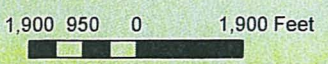
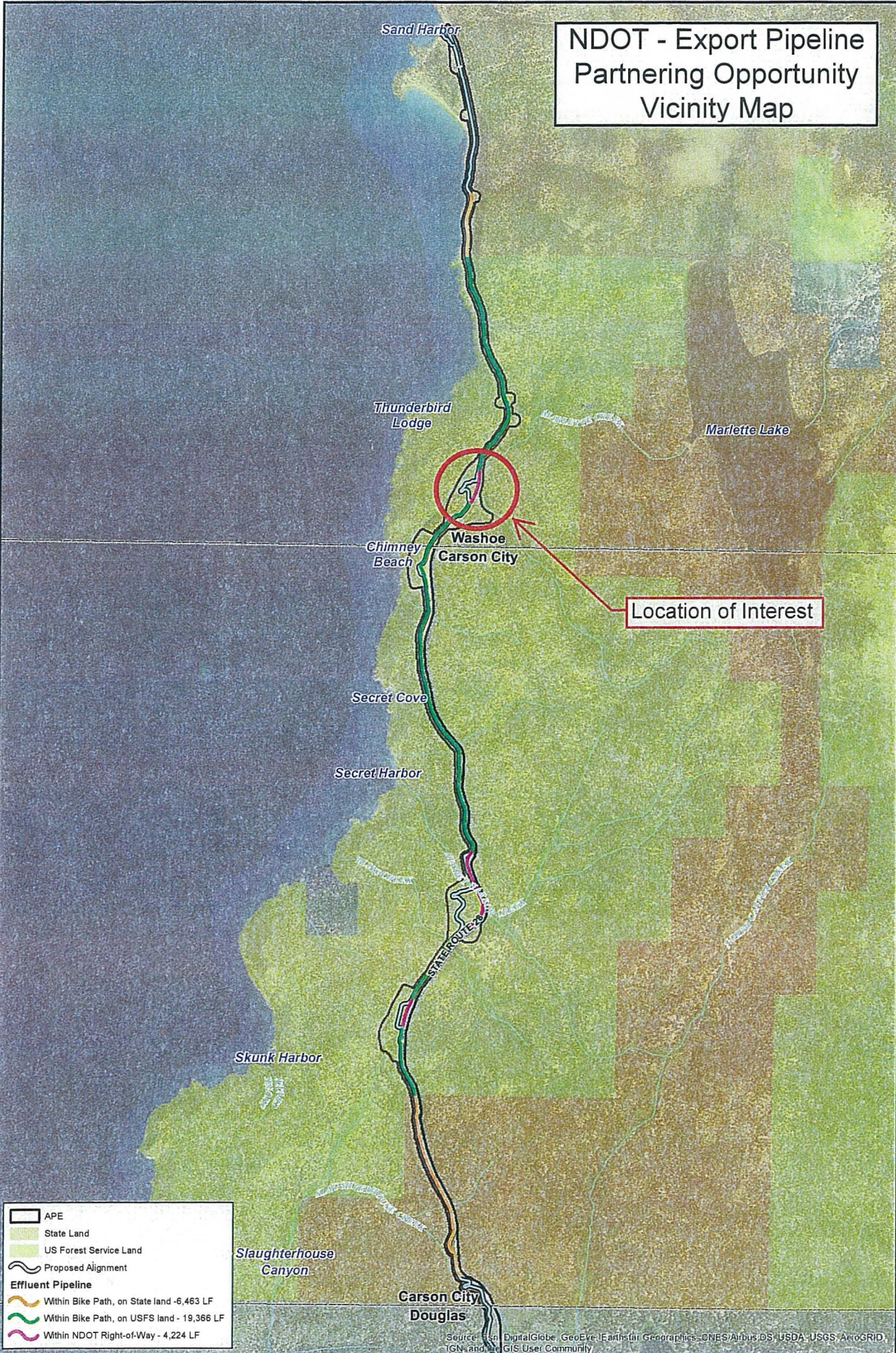
EXHIBIT "C"

FORM
Revocable Permit

(attached separately)

SAMPLE

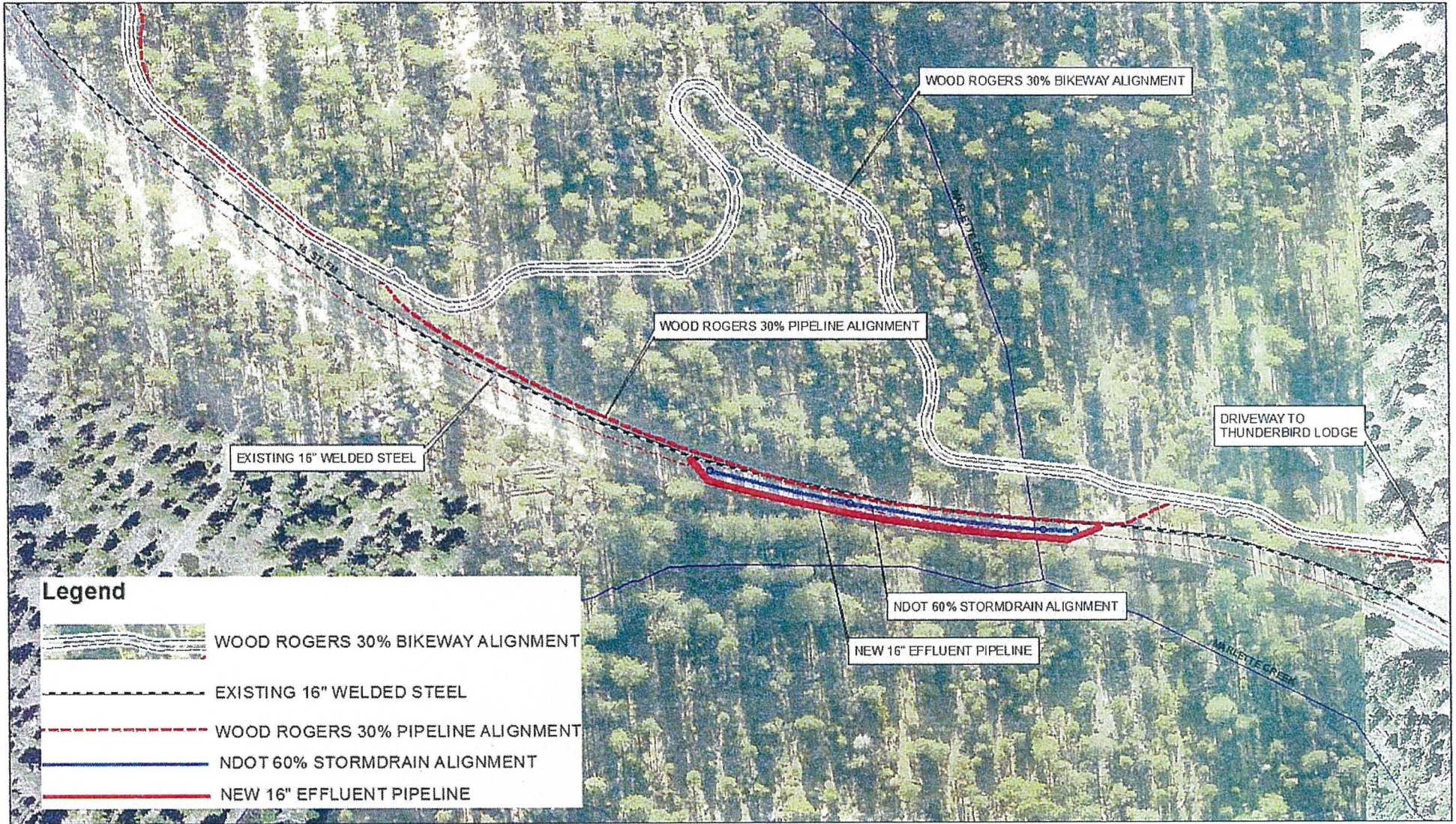
NDOT - Export Pipeline Partnering Opportunity Vicinity Map



Nevada Stateline to Stateline Bikeway Phase 3
 Effluent pipeline location
 September, 2019

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1261 CORPORATE BOULEVARD Reno, NV 89502 Tel: 775.825.4068 Fax: 775.825.4068

NDOT - EXPORT PIPELINE SCHEMATIC



Legend

- WOOD ROGERS 30% BIKEWAY ALIGNMENT
- EXISTING 16" WELDED STEEL
- WOOD ROGERS 30% PIPELINE ALIGNMENT
- NDOT 60% STORMDRAIN ALIGNMENT
- NEW 16" EFFLUENT PIPELINE

2021 NDOT MARLETTE CREEK STORM DRAIN

100 50 0 100 Feet



MEMORANDUM

TO: Board of Trustees

FROM: Sara Schmitz
Trustee

SUBJECT: Review, discuss and possibly approve the Board of Trustees Handbook

DATE: June 1, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve the Board of Trustees Handbook as presented.

II. BACKGROUND

At the August 14, 2019 Board of Trustees meeting, the Board members asked for a review of the Board of Trustees roles. At the September 25, 2019 Board of Trustees meeting, the Board took a look at the Board of Trustees handbook and Chairwoman Wong asked that the Board provide corrections and/or changes that they desired to the District Clerk no later October 15, 2019 – no corrections and/or changes were provided by the Board of Trustees. The Board of Trustees handbook was on the agenda for discussion and possible approval on October 30, 2019; it got removed in its entirety. At the March 11, 2020 Board of Trustees meeting, the Trustees handbook was scheduled for discussion and possible approval at the April 14, 2020. At the April 1, 2020 Board of Trustees meeting it was deferred to May 6, 2020. It has now been rescheduled to the June 10, 2020 Board of Trustees meeting.

The objective of the Trustee handbook is to have a document for all Trustees to reference that clearly defines their role, responsibilities, and other important information about being a member of the Board of Trustees.

Version of the Board of
Trustees handbook that
is currently out on our
website



Board of Trustees Member Handbook



TABLE OF CONTENTS

Legal Basis for General Improvement District 4

Board of Trustees..... 4

Role of the Board..... 4

Powers of the Board 5

 Role of All Trustees..... 5

 Detailed Role of the Chair 5

 Detailed Role of the Vice Chair 6

 Detailed Role of the Secretary 6

 Detailed Role of the Treasurer 6

Appointments to Other Organizations..... 6

 Nevada League of Cities..... 6

 Washoe County Debt Management Commission..... 6

 Other Committees or Commissions 6

Responsibilities of Trustees..... 6

Compensation 7

Benefits..... 7

Liability..... 7

Tools Provided..... 8

Budget and Finance..... 8

Travel on District Business and other purchases 8

Relationship to General Manager 9

Relationship to District Staff..... 9

Staff Support..... 9

Field Trips Outside of the District Venues and Group Participation 9

Meeting Requirements 9

Nevada Open Meeting Law 9

Posting of Agendas and/or Notices..... 9

Certification of Posting..... 10

Meeting Minutes 10

Meeting Protocol 11

Attendance 11

Schedule..... 11

Agendizing and Removal from Agenda 11

Staff Role At Meetings 12

Agenda Notebooks 12

Techniques and Tips 12

District Operations 16

Management Overview..... 16

Facility/Venue Overview 17

Vision Statement..... 18

Mission Statement 18

Value Statement 18

District Mantra 18

Ordinances 18

Policies and Practices..... 18



Resolutions 19
Strategic Management Plan 19
Websites 19
Document Retention 19
Intranet 19
Purchasing 20
Budgets – Capital Improvement 20
Holiday Schedule 21
Employee Meetings 21
Safety Week 21
Venue Seasonal Operating Dates 21
Policies and Procedures 21



Legal Basis for General Improvement District

Nevada Revised Statutes (NRS) 318 governs general improvement districts. Under this statute, there is a specific section, section 318.080, which defines the responsibilities of the Board of Trustees.

Board of Trustees

Role of the Board

Goals, priorities and courses of action are determined independently for each general improvement district in response to the particular needs and concerns of their district. The Board of Trustees meeting agenda is set by the District General Manager and Chair of the Board of Trustees. Each member of the Board of Trustees is always welcome to submit items for discussion and should make such requests through the Chair. The Chair will consider the request and, if deemed appropriate for the agenda of an upcoming meeting, provide the item to the General Manager for inclusion. The Board of Trustees has a specific policy on the conduct of their meetings; Policy 3.1.0. It should be read by each member of the Board of Trustees and kept as an easy and quick reference.

Issues that the Incline Village General Improvement District Board of Trustees deals with, on a regular basis, are as follows:

- | | | |
|---------------------|--------------------|-------------------------------|
| Contract Awards | Ordinance Adoption | Policy and Procedure Adoption |
| Reports | Budget Approval | Partnership Agreements |
| Resolution Adoption | Strategic Planning | Union Contract Approval |

The meetings of the Board of Trustees should be viewed as an open forum and an opportunity for the public to query Incline Village General Improvement District Staff or the Board of Trustees about the issues facing their community. The Board of Trustees has incorporated a Meet and Greet session into their last meeting of the month which is held for thirty (30) minutes prior to the beginning of the meeting. Members of the public are encouraged to attend this informal session and chat with the various members of the Board and Staff regarding their concerns, ideas, or comments.

The Board of Trustees has the statutory authority and responsibility to make the final decisions on District matters. The Incline Village General Improvement District Staff has the responsibility to provide expert opinion and advice to the Board of Trustees to assist them in making decisions and also has the responsibility to implement and carry out the items passed by the Board of Trustees.

One very important role for the Board of Trustees is to provide a forum where citizens from the community can express their views, issues and concerns. It is these views, issues and concerns that give invaluable information to the Incline Village General Improvement District. As such, the Board of Trustees should focus its effort on providing the best atmosphere in its meetings to draw this needed information from local citizens. Additionally, the Board of Trustees should ensure that the information discussed during the meetings is accurate and given to the appropriate Incline Village General Improvement District staff member in a timely manner.



Powers of the Board

The powers of the Board of Trustees are listed in NRS 318.

Organization of the Board

The Board of Trustees is decided by the constituents in the voting districts of Incline Village and Crystal Bay. Elections of each Trustee are to a four-year term with elections occurring in even calendar years. The Board of Trustees, at either its last meeting in the current calendar year or the first meeting in the new calendar year, determines a Chair, Vice Chair, Treasurer, and Secretary for the calendar year. These positions are held for one calendar year. Should a vacancy occur, the Board of Trustees shall follow NRS 318.090, paragraph 5, to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website ivgid.org.

The following summarized roles reflect both the socially expected behavior and the function of the Board of Trustees members. All members of the Board of Trustees are expected to follow the roles of the Board of Trustees members (Role of All Trustees shown below) in addition to the special roles as designated by their elected position.

Role of All Trustees

- Identify issues and concerns in the community through the Board meetings.
- Review minutes, financial reports, memos and other documentation regarding the issues on which the Board is researching.
- Study and give counsel on the identified public issues.
- Represent the views of the constituents by communicating the range of options regarding the issues of concern.
- Regularly attend meetings and notify Board Chair, Board members and District Staff, well in advance, of forecasted absences from Board meetings whenever possible.
- Maintain good communications with the District General Manager and Staff.
- Prepare and file the required annual financial disclosure report.
- Respectfully execute the duties as a Trustee using ordinary diligence and not taking unfair advantage of the position as a Trustee.
- Respectfully recognize that along with the tremendous responsibility, goes a lot of power.

Detailed Role of the Chair

- Serve as spokesperson for the Board of Trustees and District.
- Facilitate meetings to be productive by engaging Trustees to openly discuss issues, share in equal participation, and ensure all Trustees have a chance to express their thoughts and opinions on an issue.
- Foster a public forum that allows for a diversity of opinions to be expressed.
- Execute District commitments as deemed necessary.
- Respectfully execute the duties as Board of Trustees Chair by not taking unfair advantage of the position as Chair.



Detailed Role of the Vice Chair

- During the absence of the Chair, serve as spokesperson for the Board of Trustees and District.
- During the absence of the Chair, facilitate meetings as described above.
- Assist the Chair in facilitation of the meetings on an as needed basis.
- Respectfully execute the duties as Board of Trustees Vice Chair by not taking unfair advantage of the position as Vice Chair.

Detailed Role of the Secretary

- Execute District commitments as deemed necessary.
- Respectfully execute the duties as Board of Trustees Secretary by not taking unfair advantage of the position as Secretary.

Detailed Role of the Treasurer

- Working with the Director of Finance to review and support the financial responsibilities of the District.
- Participate and support the District's Finance and Accounting team with respect to various committees, i.e. Audit Committee.
- Respectfully execute the duties as Board of Trustees Treasurer by not taking unfair advantage of the position as Treasurer.

Appointments to Other Organizations

Nevada League of Cities

Currently, the Board of Trustees has one appointed member to the Nevada League of Cities; please visit their website for more information on this organization.

Washoe County Debt Management Commission

Currently, there is one elected General Improvement District representative to the Washoe County Debt Management Commission; please visit their website for more information on this organization.

Other Committees or Commissions

As deemed necessary and appropriate, the Board of Trustees may from time to time make appointments and/or ask a member of the Board of Trustees to serve on requested committees and commissions.

Responsibilities of Trustees

The Board of Trustees has the statutory authority and responsibility to make the final decisions on District matters. The Incline Village General Improvement District Staff has the responsibility to provide expert opinion and advice to the Board of Trustees to assist them in making decisions and has the responsibility to implement and carry out the items passed by the Board of Trustees.



One very important role for the Board of Trustees is to provide a forum where citizens from the community can express their views, issues and concerns. It is these views, issues and concerns that give invaluable information to the Incline Village General Improvement District. As such, the Board of Trustees should focus its effort on providing the best atmosphere in its meetings to draw this needed information from local citizens. Additionally, the Board of Trustees should ensure that the information discussed during the meetings is accurate and given to the appropriate Incline Village General Improvement District staff member in a timely manner.

Compensation

In accordance with NRS 318.085, subparagraph 5, each Trustee shall receive compensation, if the budget is adequate and a majority of the members of the Board of Trustees vote in favor of such compensation. This compensation is paid on the same schedule as District staff which is every other week of each calendar month. The compensation for the Trustees is limited by Nevada Revised Statute. On April 12, 2006, the Board of Trustees voted unanimously to increase the yearly compensation to \$9,000 per year effective January 1, 2007 as provided by NRS 318 and adopted by the State of Nevada Legislature in its 2005 session.

Benefits

Each Trustee will be issued, by the District's Recreation Center staff, a Recreation Photo Identification Card identifying the Trustee as a Category 1 employee. This benefit is for the Trustee only and not applicable to your spouse or dependents. Following is a list of the various discounts, available to the Trustees, for our venues:

- Board of Trustees will have their own category. They will no longer part of Category 1 Recreational Privileges.
- Will be able to visit each venue one time per week without charge.
- No employee discount dependent privileges.
- Food and beverage discount same as resident – 10% discount.
- Merchandise discount same as resident – 20% discount.
- Trustees can expense a business lunch following the District expense procedures when conducting District business.

Liability

With respect to the potential liability of individual Trustees, Incline Village General Improvement District treats each Trustee just as it would one of its employees. As long as Trustee activities fall within the course and scope of the duties as a Trustee, Incline Village General Improvement District will defend and indemnify pursuant to requirements of Section 41 of the Nevada Revised Statutes. On June 13, 1968, the Board of Trustees adopted Policy and Procedure Number 098, Resolution Number 495, which supports this position.

- ◆ Incline Village General Improvement District considers Trustees' actions within the course and scope of the public duty assumed as a Trustee to be equivalent of that of an employee. If a civil action is brought against you alleging an act or omission related to such service, it is the position of Incline Village General Improvement District, pursuant to NRS Section 41.0339, you may request a defense and Incline Village General Improvement District shall provide a defense and, if appropriate, indemnification.
- ◆ NRS Section 41.0339 requires that you, within 15 days after service of a summons and complaint, request in writing a defense by the official attorney. For Incline Village



General Improvement District, the official attorney is the District General Counsel. The District General Counsel contact information is available from the District Clerk or the General Manager.

- ◆ If per chance you are injured while within the course and scope of the public duty you have assumed, you will be treated as an employee and covered by the Incline Village General Improvement District workers' compensation system. In order to access the workers' compensation system, you would need to contact the Incline Village General Improvement District Risk Manager, advise of the injury, and follow the procedures adopted by the Incline Village General Improvement District for its employees. You can obtain a copy of those procedures from the Incline Village General Improvement District Risk Manager.
- ◆ If you are involved in an accident or an incident, while within the course and scope of your duties as a Trustee, which results in property damage or injury to any person, you must contact the Incline Village General Improvement District Risk Manager within three working days.

Tools Provided

The Incline Village General Improvement District issues to each Trustee, for their use in doing District business (which excludes personal use), business cards.

Budget and Finance

The Incline Village General Improvement District Board of Trustees is a cost center and has a separate budget for its expenses. The Board Chair is responsible for the administration of this budget supported by the District Clerk and other members of the District team.

Travel on District Business and other purchases

When a Trustee wishes to make a purchase, go to a conference, or expend funds in any manner which will require reimbursement, the Trustee must have the expenditure approved, prior to it being made, by the Board Chair. If the Board Chair is unavailable, then the Board Vice Chair shall assume the responsibility. The Trustee making the expenditure shall be bound by the District policy and procedures and will be required to complete all the necessary form(s) for reimbursement. The District Clerk is available to the Board of Trustees at all times to assist them in this process, therefore the necessary forms are not included in this handbook. Following is a short list of items for which the Trustee might request reimbursement:

- ◆ Travel to conferences, seminars
- ◆ Reimbursement for business dinners
- ◆ Wireless Internet connection equipment within their residences
- ◆ Operating supplies
- ◆ Employee recognition
- ◆ Personal car mileage when on District business

Upon completion of travel, the Trustee will be expected to complete an expense report that will be submitted to the Board of Trustees Treasurer for review and approval. Following this review and approval, the Board of Trustees Treasurer will give the expense report to the District Clerk who will submit it to the District's Accounting Department for reimbursement processing. The Trustee submitting the expense report will be promptly notified when his/her reimbursement is



ready for their pickup. Should the Board Treasurer be the one making the trip, then the Board Chair will authorize the travel request and subsequent expense report.

Relationship to General Manager

The General Manager is the primary contact for policy and procedure and is the only direct employee, by contract (available upon request to the District Clerk), of the Board of Trustees.

Relationship to District Staff

All Staff members of the Incline Village General Improvement District are available to any Trustee to discuss areas in the sphere of influence.

The General Manager is the Board's representative to Staff. When a Trustee has a question on a matter coming before them, the Trustee may communicate directly with the Staff member who is presenting the matter to the Board to get clarification. The Board of Trustees is not permitted to micromanage Staff and Staff issues that arise must be directed to the General Manager.

Staff Support

The Incline Village General Improvement District provides the primary administrative assistance to the Board of Trustees. An individual is designated as the District Clerk and is available to any member of the Board of Trustees to assist them with travel arrangements, find documents, do research, etc. All Staff members of the Incline Village General Improvement District are available to any Trustee to discuss areas in the sphere of influence. The General Manager is the primary contact for policy and procedure and is the only direct employee, by contract of the Board of Trustees. Job descriptions for both the General Manager and the District Clerk are available upon request.

Field Trips Outside of the District Venues and Group Participation

Field trips outside of the District venues for the entire Board of Trustees need to be well organized and adequately posted so as to comply with the Nevada Open Meeting Law requirements. Field trips can be at the suggestion of the Board of Trustees, members of the Staff and/or members of the public. The District Staff will take on the responsibility for organizing the field, and when applicable and deemed reasonable, providing transportation to and from the field trip site. District Staff may or may not accompany Board of Trustees on the field trip.

Meeting Requirements

Nevada Open Meeting Law

State law requires that meetings of public bodies must be open and public. Boards of Trustees fall within the definition of public bodies. The Nevada Open Meeting Law Manual is available online and via request of the District Clerk.

Posting of Agendas and/or Notices

The written agenda of a Board of Trustees meeting must be posted at the place of the meeting and at a minimum of three other separate, prominent (i.e. open to public view) places within the jurisdiction of the Board of Trustees. The agenda must be posted no later than 9:00 a.m. three



working days before the meeting. For example, if the Board of Trustees meets on a Wednesday, the agenda must be posted no later than 9:00 a.m. on the Friday preceding the meeting. Saturdays, Sundays and holidays may not be counted in calculating three working days. The District Clerk takes care of this agenda posting and all locations, where the agenda are posted, are listed on the bottom of each agenda. On notices, the locations may or may not be noted however it is assumed they will be posted in the same locations as an agenda.

Certification of Posting

The Incline Village General Improvement District Staff will certify that the Board of Trustees agendas were correctly posted according to the Nevada Open Meeting Law prior to the Board of Trustees meeting. This certification is included on each agenda and/or notice.

Meeting Minutes

The Nevada Open Meeting Law also requires that a public body keep written minutes of meetings. These minutes must include:

- The date, time and place of the meeting.
- Those members who are in attendance and those who are absent.
- The substance of all matters proposed, discussed or decided. In addition, at the request of any member, the minutes must reflect each member's issues and concerns on any matter. If a vote is taken, the minutes must reflect each member's vote on any matter.
- The substance of remarks made by members of the general public who address the body if so requested by that person.
- Any other information which any member of the body requests be included in the minutes.

Citizens may request to receive copies of the Board of Trustees minutes (and agendas) through the District Clerk. Such a request should be made in writing (or through e-mail) to the District Clerk. Citizens can request to receive mailing of Board of Trustees agenda packets by e-mail and/or U.S. Postal Service and the agendas by e-mail and/or U.S. Postal Service. Distribution of these items to those requesting and the Board of Trustees is in accordance with the Open Meeting Law.

The law provides that the minutes are public records and have permanent value. The minutes must be retained by the public body for five years, and then may be transferred for archival preservation. The Incline Village General Improvement District is the public body designated to retain these records. ***The minutes must be available for public inspection within 30 working days after adjournment of the meeting.*** Meetings may be recorded on audio/video tapes in addition to the written minutes. If so, the entire meeting must be recorded. The recording of the meeting must also be made available for the public inspection. The audio tape must also be retained by the public body for two years.



Meeting Protocol

Attendance

A majority for the IVGID Board of Trustees is three (3) members out of the five (5) member Board. When an item is brought before the Board, and there are three (3) members present, the item must be unanimously approved by the three (3) members present otherwise the item fails. It is each Board member's responsibility to notify the District Clerk and/or General Manager of his/her absence, from a Board meeting, in a sufficient amount of time (one month's notice is preferred) to allow for the proper planning of agenda items.

Schedule

The Board of Trustees meeting schedule is set via policy. Currently, the Board of Trustees meets on the second and last Wednesday of each month however that schedule may change from time to time. Typically, the meetings for the months of November and December are reduced to one meeting per month so as to allow the Board of Trustees and District staff to spend time with their families over the holidays.

The meetings take place at the Chateau located at 955 Fairview Boulevard in Incline Village. This building can be set up to accommodate approximately 250 members of the public and has built in audio recording equipment to facilitate our compliance with NRS statutes for audio recordings. The District also uses Livestream to broadcast its meetings however it is a complimentary item versus an NRS/Open Meeting Law requirement.

Agendizing and Removal from Agenda

Board members may request, to the Board Chair, that an item be added to the agenda. If the requested item is not to be included, an explanation should be provided to the Trustee and some type of accommodation is made. This request must be made in sufficient time to allow the item to be properly described on the agenda. All backup materials required to allow sufficient discussion of the Board item must be provided to the District Clerk in sufficient time to allow it to be included in the Board packet for both the Board's review and the general public. As an example, when the Board meeting is on the last Wednesday of the month, that meeting agenda will be posted on the Friday prior to the meeting. The District Staff and Board of Trustees reviews, as an agendized item, the Long Range Calendar which includes all the dates of when materials are required.

A Board member, at the time of the approval of the agenda during the Board meeting, may request that an item be moved from the Consent Calendar to General Business to allow for more detailed discussion, may ask that an item located on the agenda be deferred to a later time, and may ask that the position of an agenda item(s) be relocated. It is suggested that Board Members discuss their wishes prior to the Board meeting with the Board Chair so that the Board Chair is not surprised by their requests and understands the reasons behind such requests.

District Staff, at the time of the approval of the agenda during the Board meeting, is represented by the District's General Manager and as such the District General Manager will make the request to move, delay or defer any agenda items. Generally speaking, the District General Manager will only take such action when new information has been received at the last moment or the situation has changed such that the recommendation needs to be reconsidered.

Staff Role at Meetings

Senior Staff and Directors typically attend all Board of Trustees public meetings. Their presence is in support of the Board of Trustees, their agenda items and to respond to questions directed to them, at the discretion of the Board of Trustees, by the general public. These employees are exempt employees and thus no overtime costs are incurred for these individuals to be present at these meetings.

Agenda Notebooks

It is District Staff's responsibility to provide the Board of Trustees with a detailed packet for information supporting those items on the agenda. Each Trustee will be provided, typically no later than the Friday preceding the Wednesday meeting, a notebook of information supporting each agenda item as applicable. This information may also be supplied, upon request by individual Trustee, electronically i.e. in PDF format. On that same Friday, the requesting members of the public shall be mailed their packet. This process can be delayed to the Monday preceding the Wednesday meeting in event of an emergency (i.e. weather, machine failure, etc.). It is each Trustee's responsibility to ensure that they have read the materials prepared for them so that they come to each meeting prepared to discuss the items on the agenda. If they have any question or concern about the materials provided on an agenda item, they are encouraged to ask questions of the District Staff, starting with the General Manager, **prior** to the meeting. The thorough understanding of each matter on the agenda allows the Board of Trustees meeting to proceed in a timely and orderly manner.

Typically, the agenda will include various reports made by Staff or a Trustee which are relevant to those members in attendance and/or the general public, Consent Calendar items which are items that the District Staff deems as being typical, routine and non-controversial, and General Business items which are items that the Staff would like to have dialogue with the Board of Trustees or get feedback from a multitude of sources. Occasionally, a public hearing is incorporated into an agenda for the purpose of providing a time certain period of public comment on a particular topic or topics. When a public hearing is held, there are additional requirements which District Staff will fulfill.

The Board of Trustees meeting agenda is provided to the local newspaper at its request. Typically before each meeting, the District's Communication Coordinator issues a brief overview of the meeting via press release or other format.

Techniques and Tips

Agenda Tips

- The agenda should be concise, but inclusive enough to clearly identify the agenda items and allow discussion of that item.
- Posting of the agendas should be in substantial compliance with the Open Meeting Law.
- Mailing of the agendas should also be in substantial compliance with the Open Meeting Law. If the agendas are mailed within the required time frame, the intent of the law has been met. Incline Village General Improvement District is not responsible for mail delivery.
- Notes on contents of the agenda:



- *Correspondence.* Correspondence is included in the Board packet if it is received in time for its inclusion. Correspondence received after production of the Board packet is verbally noted as received and then included in the following Board packet.
- *Public Comments.* The Board of Trustees has adopted an advisory statement which is included on each agenda.

Minutes Tips

- The minutes should reflect what happened at the meeting.
- The minutes belong to the Board of Trustees and are not open to comment from the audience under the section of the agenda to approve the minutes. Comments to the minutes can be made under "Public Comments".
- The minutes should be approved in total, not as a portion. If a portion of the minutes are questioned, the entire set of minutes should not be approved until the questionable section is clarified.
- Corrections to the minutes of the past meeting are made at the current meeting; the corrections will be reflected in the current meeting's set of minutes and approved at the following meeting.
- The official (approved) minutes are on file in the Incline Village General Improvement District office and are available for public review.
- Correspondence received can be noted in the minutes, but need not be included in the contents of the minutes.
- Information commenting on an item on the agenda of a past meeting *cannot* be submitted for inclusion in the minutes after the minutes of that meeting have been approved.

Meeting Tips

Since the official business of the Board of Trustees can be conducted only at a meeting, it is important to make sure that the Board of Trustees meeting is structured to encourage public participation. If the Board of Trustees meeting is long, complicated and focused only on Board of Trustees members, then the meetings will eventually lose public participation. The following are some guidelines to follow to help ensure smooth meetings:

- Start on time.
- End at a reasonable hour.
- Follow the agenda (It is a violation of the Open Meeting Law to discuss items not appearing on the agenda.)
- Encourage the public to participate.
- Wait for recognition from the Chair before speaking.
- Ensure no one person dominates the discussion.
- Actively listen.
- Do your homework (prepare) before the meeting.
- Don't hold unnecessary meetings.
- Do not take or make matters or comments on a personal level.

Ways to Stimulate Community Participation

- Send random letters inviting community members to meetings.
- Hold regular meetings.
- Make agendas easily available.
- Invite residents to get together before community issues are considered.



- Send thank you notes to people who provide input and suggestions.
- Request community groups to designate a representative to attend meetings.
- Make meetings comfortable rather than intimidating (i.e. less formal).
- Make meetings interesting and don't drift or bog down (i.e. keep meetings short and to the point).

Meeting Room Environment

In addition to these guidelines, the meeting room environment is also crucial to a smooth meeting. Here are some items to check:

1. Room size is adequate for anticipated crowd.
2. Temperature set at comfortable level.
3. Enough seats and agendas available.
4. Adequate lighting and sound system.

Advocacy Roles

Incline Village General Improvement District Board of Trustees meetings should provide a forum that encourages candid and frank sharing of citizen concerns and issues. It is especially important that Board of Trustees meetings be conducted to allow a "neutral playing field" so all present feel comfortable sharing all sides of any issue. Board of Trustees members, in conducting a meeting, must be careful to avoid giving any perception that the meeting or sharing will be slanted or limited to the detriment of full and open sharing.

Any Trustee who is personally or financially affected by a particular issue or project being discussed should:

1. Disclose, as part of the record, his/her involvement with the issue or project and, if applicable, any financial relationship or involvement relating to or resulting from the project or issue to determine participation or withdrawal; or
2. If chairing the meeting, temporarily release Chair to the Vice Chair.
3. If it is determined that there is no conflict, since participation of an elected official is favored, then the member shall participate in all matters of the issue.
4. Should a Board of Trustee member wish more information, the District General Counsel can make available relevant conflict material(s).

A Board of Trustees member may also choose, under the above circumstances, to recuse him/herself from the Board and participate from the audience as a private citizen on the particular project or issue.

No Trustee may represent the Board of Trustees in other proceedings, orally or in writing, as advocating a particular position unless the specific topic under consideration was discussed and/or voted upon by the Board of Trustees. In making any representation, the Trustees must be careful to report on the issues and concerns - both pro and con - as presented to the Board of Trustees, in addition to any vote result.

Representation and Communication

Two equally important responsibilities of a Trustee are representation and communication.



As a Trustee, you can make unique and special contributions through the Board of Trustees participation because often times your personal well-being is deeply intertwined with that of your community. It is up to you to understand and fairly represent the views of your Incline Village and Crystal Bay constituents. You should be active in the community, have good rapport with and support from your constituents, and "keep your ear to the ground". You should be aware of the total range of viewpoints and use good judgment in providing issues and areas of concern to Incline Village General Improvement District. This is a big responsibility and can take considerable time and effort.

An equally important responsibility is developing and maintaining good communication with the Incline Village General Improvement District General Manager and Staff - particularly with the General Manager. With good communication, you will play an important part in making the District responsive to the needs of Incline Village and Crystal Bay.

Issue Management

Issue management is a tool to help you identify issues of concern that affect you and your constituents. Once you have identified these issues, then you can let the appropriate people know about the issues in a timely fashion. This ensures that you and your constituent's concerns become part of the policy-making process of the District. Developing issue management skills is an important aspect of the Board of Trustees membership. It allows you to use informally gathered information to better advise and relay concerns to the District Staff. This information allows for the Trustees to anticipate issues before they become disruptive and to become part of the process to resolve those issues. Protection of community interests, increased productivity, fewer delays and reduced costs are all benefits of early issue detection and resolution by the Trustees.

Five steps to help you manage and resolve issues are:

1. **Identify issues:**
Talk with your constituents about their problems or needs. Use your knowledge of the community to understand how this problem or need affects the community. Share this information with the Board membership so that later all of you will be able to gauge if proposed solutions will solve the problem or satisfy the need.
2. **Communicate:**
Find other people affected by this problem or need in order to hear their views. Seek out the places where people in the community meet to share ideas or to pursue common interests (e.g. the local market, the day care center, the Recreation Center, etc.) Make sure you have a good understanding of the problem or need.
3. **Separate themes and ground issues:**
Try to find the real issue(s) behind the problem or need. In issue management, this is known as separating issues from themes. Frequently, people complain about a problem (e.g. government is not listening to me) which hides their real need or issue (e.g. why has my road not been graded in two years?). Once you have identified the real issue, check with other people who share this problem/need to make sure you have put your thumb on the real issue (this is known as grounding the issue).



4. **Develop options:**
Work with the appropriate people from the community and District staff to develop different ways to resolve the issue(s). After you develop these options, make sure you once again check with the people who have the problem/need to ensure that the proposed solution will indeed satisfy their problem/need.
5. **Implement and evaluate:**
Work with your community and District Staff to implement the preferred option. Make sure you and the community is part of the process to resolve the issue. Afterwards, take the time to identify things that went well and those that need work to better prepare yourself for the next time.

Issues that are non-operational in nature that could affect the District will be given to the Chair who will address and disseminate to all members of the Board of Trustees and the District General Counsel. An example would be a complaint against a Trustee or a complaint regarding a District policy. If the issue involves the Chair, the Vice Chair and the District General Counsel will be informed.

District Operations

Management Overview

The Incline Village General Improvement District is managed by the General Manager who is hired and is the only contract employee of the Board of Trustees. The employment contract of the General Manager is available upon request to the District Clerk. Each year, the General Manager is given a performance evaluation by the Board of Trustees. Effective October, 2005, this performance evaluation is conducted in open, public session.

The General Manager is responsible for the District staff which consists of approximately 110 full time year round employees and 300 seasonal and part-time employees depending upon the season. There are Directors (Director of Public Works, Director of Human Resources, Director of Finance, Director of Community Services, and Parks and Recreation Director), Communications Coordinator, and one District Clerk which are direct reports to the General Manager. The General Manager is also responsible for the District General Counsel which is a contract position and does not reside in the District offices.

The following identifies the authorities delegated to the General Manager through various District documents:

1. **Strategic Planning, Policy 1.1.0, 0.1** Initiate the Strategic Planning Process
2. **Conduct Meetings of the Board of Trustees, Policy 3.1.0, 0.6** Rules of Proceedings, f. Contracts, g. Claims; 0.8 Agenda Preparation, 0.9 Reconsideration, 0.12 Authorization to Sign Checks, 0.13 Facsimile Signatures, 0.15 Consent Calendar and 0.17 Legislative Matters
3. **Policy Resolution No. 103** (Resolution 1475) Establishing a Policy for the Granting of Easement Across District Property
4. **Policy Resolution No. 105** (Resolution 1480) Adopting a Personnel Management Policy
5. **Policy Resolution No. 110** (Resolution 1493) Policy Statement on Community Relations Expenditures



6. **Policy Resolution No. 111** (Resolution 1494) Policy Statement on Collection of Delinquent Special Assessments
7. **Policy Resolution No. 113** (Resolution 1517) Use of Trademark by Private Businesses and Persons
8. **Policy Resolution No. 115** (Resolution 1527) Use of IVGID Boardroom
9. **Policy Resolution No. 116** (Resolution 1538) Establishing Penalty and Interest Charges on Delinquent Accounts and Collection Thereof
10. **Policy Resolution No. 120** (Resolution 1575) Group Use of Beaches
11. **Policy Resolution No. 121** (Resolution 1581) Adopting Policy and Procedure For the Settlement of Lawsuits and Related Claims
12. **Policy Resolution No. 127** (Resolution No. 1619) Complimentary Recreation Privileges
13. **Policy Resolution No. 129** (Resolution No. 1632) Relinquishment and Acquisition of Utility Easements and Encroachment Agreements
14. **Policy Resolution No. 132** (Resolution No. 1701) Fundraising/Donation Activities at IVGD Facilities
15. **Policy Resolution No. 134** (Resolution No. (not issued) Policy Governing Service of Alcoholic Beverages at IVGD Facilities
16. **Policy Resolution No. 135** (Resolution No. 1760) Temporary Dog Park at Village Green
17. **Policy Resolution No. 136** (Resolution No. (not required) Policy concerning access to District Property and the Use of District Facilities for Expression
18. **Policy Resolution No. 137** (Resolution No. 1801) Policy for the Provision of Records to the Public
19. **Policy Resolution No. 138** (Resolution No. 1849) Naming/Dedication of IVGID Facilities and Acknowledging Important Local Persons, Events or History
20. **Ordinances:**
 - a. 1 – Solid Waste
 - b. 2 – Sewer
 - c. 3 – Water
 - d. 7 – Recreation Pass
21. **Golf Complimentary Privilege Policy**

Facility/Venue Overview

The Incline Village General Improvement District owns and operates several recreational and event venues within the community. They are the Recreation Center, Incline Beach, Ski Beach, Burnt Cedar Beach, Hermit Beach, Diamond Peak Ski Resort, Mountain Golf Course, Championship Golf Course, Aspen Grove, Treatment Plant, Chateau, Skateboard Park, and various pump stations.

Included within the Nevada Revised Statutes are two chapters which are relevant to two of our venues - Chapter 455A: Skier Safety and Chapter 455B: Recreational Parks.

The main office of Incline Village General Improvement District is located at 893 Southwood Boulevard. The General Manager, Director of Human Resources, Director of Finance, Director of Community Services, and the District Clerk all have their offices in this building.

The Board of Trustees has an individual mail receptacle located within the main office where District Staff places materials for each Trustee.



Vision Statement

With a passion for quality of life and our environment, Incline Village General Improvement District will enhance the reputation of our community as an exceptional place to live, work, invest, and play.

Mission Statement

The Incline Village General Improvement District delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability.

Value Statement

We are dedicated people providing quality service, for our community and environment, with integrity and teamwork.

District Mantra

One District • One Team

Ordinances

The Incline Village General Improvement District has four ordinances that govern the community. They are:

- Ordinance 1: An ordinance regulating solid waste and the collection of garbage, rubbish, waste matter and refuse, and the collection, removal and disposal thereof
- Ordinance 2: An ordinance establishing rates, rules and regulations for sewer service
- Ordinance 4: An ordinance establishing rates, rules and regulations for water service
- Ordinance 7: An ordinance establishing rates, rules and regulations for recreation passes and recreation punch cards

The Public Works Department also enforces landscaping requirements, which are a subset to Ordinance 4, Article 18.

The Tahoe Regional Planning Agency (TRPA) governs the noise within our community. Chapter 23 of their regulations is what the Incline Village General Improvement District follows with respect to noise. When our community members have a concern, regarding noise, the District staff references this regulation and suggest that the community member telephone the Washoe County Sheriff for assistance.

Policies and Practices

During Fiscal Year 2007/2008, the Board of Trustees adopted a strategy, in parallel with the Government Finance Officers Association, of having policy statements and accompanying practices. Each policy statement is presented to the Board of Trustees for the adoption. The District's website has these items included on it.



Resolutions

The District Clerk of the Incline Village General Improvement District maintains the Resolution Log for the District. Currently, the District has a list of over 1,800 resolutions. Resolutions are issued for a myriad of reasons; adoption of a seal (Resolution 2), addition of powers (Resolution 185), dedication of the Administration Building (Resolution 1740), Approval of the Recreation Standby and Service Charges (Resolution 1741) as examples.

As time progresses, technology advances take place, and, in general, operating situations change, the District Staff amends resolutions to fit these changes. These amendments and new resolutions come before the Board of Trustees for ratification and support.

Strategic Management Plan

The Incline Village General Improvement District has a Strategic Plan. It is a living document that is revised and refined with changing conditions, acquisitions, industry practices, etc. It is under the direction of the General Manager that this plan is followed. A copy of the Strategic Plan for the Incline Village General Improvement District is on its website.

Websites

The Incline Village General Improvement District has a host of interconnected websites (golfincline.com; diamondpeak.com; insideivgid.org; ivgid.org; etc.) for its different venues and departments. The home website, for the District, is yourtahoeplace.com. At this website, the Trustees and community will find a multitude of useful information including contact information, District calendar and various links. Each Trustee has a photograph and contact information located at this website. This allows the community to have 24-hour access to the Trustees, via e-mail, and for our new residents and visitors. Trustees are required to annually file a financial disclosure statement which is available at the Nevada Secretary of State website.

Document Retention

The District maintains a multitude of documents in retention in accordance with its approved, by the State of Nevada, document retention schedule. One of the primary locations, accessed by the District Clerk and other selected key District Staff, is IVGID Archives. At this network server location, the Board of Trustees agendas, minutes and agenda packets are scanned and kept. The audio tapes of the Board of Trustees meetings and other public meetings are kept by the District Clerk in a secured cabinet at the Administrative offices. The tapes are destroyed in accordance with the document retention schedule. Another location, administered by members of the Finance, Accounting and Information Technology team, is the parcel master files.

Intranet

The Incline Village General Improvement District, in July of 2005, launched an intranet which is an internal website for District employees only. This website can be accessed, using internal District computers by using the web address of www.insideivgid.com. This intranet is an intuitive tool where District Staff can access forms, calendars, telephone directories, etc. Its expansion is dependent upon the need of information for the District Staff and it is administered by the Information Technology team.



Recreation and Beach Fees

The recreation and beach fees are used to support the various recreational venues available to the property owners and residents of Incline Village/Crystal Bay community which is annually charged and billed on the Washoe County property tax bills. Billing the recreation and beach fees, on the Washoe County property tax bill, is a cost effective method to keep the cost of administrating the recreation and beach fees down. Each fiscal year, a Recreation and Beach Fee table is prepared. There are approximately 8,222 billable parcels/units within Incline Village and Crystal Bay.

Purchasing

Nevada Revised Statutes Chapters 332 and 338 discusses, in detail, the requirements for local government purchasing.

Budgets – Operating

Each year, Staff prepares a detailed calendar outlining all operating and capital tasks and important milestones to be met by Staff and the Board during the budget process. The budget process can begin as early as November and it is statutorily required to conclude by the end of May. The Board of Trustees takes an active role in the budget process and is asked to attend several Board budget workshops to ensure the Board of Trustees understands all aspects of the budget process. These budget workshops are typically held on the first Thursday meeting and additional workshops are scheduled, as needed, by the Board and Staff. This occurs during the last meeting of the month when the Board of Trustees and Staff review the Long Range Calendar. While it is rare, occasionally Saturday meetings are convened. All meetings are all held in accordance with the Open Meeting Law and the public is invited to attend. In May, the Board of Trustees must hold public hearings for the (1) operating and capital budget and (2) proposed recreation and beach fee. Later on, in the same meeting, the Board adopts the applicable fiscal year operating and capital budget as well as adopting the recreation and beach fees.

Budgets – Capital Improvement

The Incline Village General Improvement District Capital Improvement Plan (CIP) is an important planning tool that is used to link the District's physical development planning with fiscal planning. The CIP lists the projects needed to preserve the significant investment the District already has in infrastructure, as well as improvements needed to spur community economic growth and development.

The CIP document is a policy guide and is not intended to replace future District budget decisions. The District has in place a CIP Review Team which reviews the recommendations and requests for CIP Projects made by department/division staff.

There are two general categories for CIP projects:

1. small improvement projects and major maintenance needs which compete for revenue in the annual budget cycle; and
2. major projects requiring the expenditure of public funds (above annual operating expenses) for the purchase, construction or replacement of physical infrastructure in our community.



A CIP project can include the following:

- **Land:** land, easements and rights-of-way
- **Structures:** feasibility studies, construction costs, architectural, engineering, legal and related expenses; major renovation or additions
- **Equipment:** equipment to serve a new facility or replaces existing equipment in facilities (e.g. furniture, fleet vehicles, library books or computer systems)
- **Other Expenditures:** cost-sharing arrangements between the District and outside parties; purchase of water rights, etc.

The Trustees are involved in the CIP process as they review the data sheets submitted as part of the budget process.

Holiday Schedule

The District Staff enjoys eleven holidays each year - New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Family Day (the day after Thanksgiving) and Christmas Day.

Employee Meetings

All Employee meetings are held twice each year – typically December and August. These meetings celebrate the achievements of the District employees.

Safety Week

Safety Week is generally held the third week of October and is comprised of each employee conducting area safety checklists, watching videos and participating in other related events. This program is lead by the District Safety Officer who is supported by the Safety Committee members.

Venue Seasonal Operating Dates

Diamond Peak Ski Resort opening is weather dependent but generally opens early in December.

The Championship and Mountain Golf Courses openings are also weather dependent but generally they open late May with the Mountain Golf Course opening one week after the opening of the Championship Golf Course.

The Tennis Center opens early May and closes mid-October.

The Recreation Center is open year round.

Policies and Procedures

The Incline Village General Improvement District has policy and procedures in effect. Policies and procedures are those items which have a District wide effect on general business practices. These are located on the District website under "Resources".

Redlined version of the
Board of Trustees
handbook



Board of Trustees Member Handbook

Formatted: Right

Proposed for Adoption – October 30, 2019



TABLE OF CONTENTS

Legal Basis for General Improvement District 4

Board of Trustees 4

Role of the Board 4

Powers of the Board..... 5

 Role of All Trustees 65

 Detailed Role of the Chair 65

 Detailed Role of the Vice Chair 86

 Detailed Role of the Secretary 86

 Detailed Role of the Treasurer 86

Appointments to Other Organizations 86

 Nevada League of Cities 86

 Washoe County Debt Management Commission 86

 Other Committees or Commissions 86

Responsibilities of Trustees 86

Compensation 97

Benefits..... 97

Liability..... 107

Tools Provided 108

Budget and Finance..... 108

Travel on District Business and other purchases..... 118

Relationship to General Manager..... 119

Relationship to District Staff..... 119

Staff Support..... 119

Field Trips Outside of the District Venues and Group Participation..... 129

Meeting Requirements 129

Nevada Open Meeting Law 129

Posting of Agendas and/or Notices 129

Certification of Posting 1240

Meeting Minutes..... 1240

Meeting Protocol..... 1411

Attendance 1411

Schedule..... 1411

Agendizing and Removal from Agenda..... 1411

Staff Role At Meetings 1412

Agenda Notebooks..... 1512

Techniques and Tips..... 1512

District Operations..... 1916

Management Overview 1916

Facility/Venue Overview 2017

Vision Statement..... 2118

Mission Statement..... 2118

Value Statement..... 2118

District Mantra 2118

Ordinances 2118

Policies and Practices..... 2118



<i>Resolutions</i>	<u>2219</u>
<i>Strategic Management Plan</i>	<u>2219</u>
<i>Websites</i>	<u>2219</u>
<i>Document Retention</i>	<u>2219</u>
<i>Intranet</i>	<u>2219</u>
<i>Purchasing</i>	<u>2420</u>
<i>Budgets – Capital Improvement</i>	<u>2420</u>
<i>Holiday Schedule</i>	<u>2521</u>
<i>Employee Meetings</i>	<u>2521</u>
<i>Safety Week</i>	<u>2521</u>
<i>Venue Seasonal Operating Dates</i>	<u>2521</u>
<i>Policies and Procedures</i>	<u>2521</u>



Legal Basis for General Improvement District

Nevada Revised Statutes (NRS) 318 governs general improvement districts. Under this statute, there is a specific section, section 318.080, which defines the responsibilities of the Board of Trustees.

Board of Trustees

Role of the Board

The Board of Trustees is responsible, in accordance with Nevada Revised Statutes, District Policies, Practices, Ordinances, and Resolutions to provide oversight over the District's financial reports and the systems of internal controls. Additionally, they work with District management to set goals, priorities and courses of action ~~are determined independently for each general improvement district~~ in response to the particular needs and concerns of their district. The Board of Trustees meeting agenda is set by the District General Manager and Chair of the Board of Trustees. Each member of the Board of Trustees is always welcome to submit items for discussion and should make such requests through the Chair. The Chair will consider the request and, if deemed appropriate for the agenda of an upcoming meeting, provide the item to the General Manager for inclusion. The Board of Trustees has a specific policy on the conduct of their meetings; Policy 3.1.0. It should be read by each member of the Board of Trustees and kept as an easy and quick reference.

Issues that the Incline Village General Improvement District Board of Trustees deals with, on a regular basis, are as follows:

- | | | |
|----------------------------|--------------------------|-------------------------------|
| Contract Awards | Ordinance Adoption | Policy and Procedure Adoption |
| Reports | Budget Approval | Partnership Agreements |
| Resolution Adoption | Strategic Planning | Union Contract Approval |
| <u>Financial Reporting</u> | <u>Internal Controls</u> | |

~~The purpose of the Board of Trustees meetings of the Board of Trustees should be viewed as an open forum and is to conduct its business in a public forum in accordance with Open Meeting Laws. It provides an opportunity for the public to speak to query Incline Village General Improvement District Staff or the Board of Trustees about the issues facing their community. The Board of Trustees conducts periodic community forums allowing open communication and interaction with community members. has incorporated a Meet and Greet session into their last meeting of the month which is held for thirty (30) minutes prior to the beginning of the meeting. Members of the public are encouraged to attend this informal session and chat with the various members of the Board and Staff regarding their concerns, ideas, or comments.~~

One very important role for the Board of Trustees is to provide a forum where citizens from the community can express their views, issues and concerns. It is these views, issues and concerns that give invaluable information to the Incline Village General Improvement District. As such, the Board of Trustees should focus its effort on providing the best atmosphere in its meetings to draw this needed information from local citizens..

The Board of Trustees has the statutory authority and responsibility to make the final decisions on District matters. The Incline Village General Improvement District Staff has the responsibility

Commented [KW1]: The purpose of open meetings is for the board to conduct its business in a public forum. We should use informal meetings for interaction with the public such as the public forums and meet and greets we have done in the past.

Commented [SS2R1]:

Commented [KW3]: I think we've moved to at least quarterly public forum topics. This is the problem with putting process oriented items in a Handbook; every time we make a change, this document needs to be updated. I'd suggest revising so that we have the flexibility to add more informal meetings without dictating what we need to do.



to provide expert opinion and advice to the Board of Trustees to assist them in making decisions and also has the responsibility to implement and carry out the items passed by the Board of Trustees.

One very important role for the Board of Trustees is to provide a forum where citizens from the community can express their views, issues and concerns. It is these views, issues and concerns that give invaluable information to the Incline Village General Improvement District. As such, the Board of Trustees should focus its effort on providing the best atmosphere in its meetings to draw this needed information from local citizens. Additionally, the Board of Trustees should ensure that the information discussed during the meetings is accurate and given to the appropriate Incline Village General Improvement District staff member in a timely manner.

On-Boarding As A New Trustee:

Below is an outline of the tasks to be completed once your term begins:

1. Obtain and review the following informational packets provided by the District:
 - a. Interpreting Local Government Financial Statements
 - b. Internal Control by Stephen Gauthier
 - c. Audit Committees by Stephen Gauthier
2. Obtain a District Email address and appropriate training and waiver forms
3. Participate in Ethics, Governance Effectiveness, and Open Meeting Law training
4. Meet with the Director of Human Resources to sign appropriate paperwork
5. Write a short bio for inclusion on the IVGID website

Formatted: Justified

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: List Paragraph, Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Commented [KW4]: Remove and add the following: IVGID offers an informational session after every election cycle that all trustees are encouraged to attend. The session may be offered as needed if trustees are appointed.

Formatted: Font: 11 pt, Italic



Powers of the Board

The powers of the Board of Trustees are listed in NRS 318.

Organization of the Board

The Board of Trustees is decided by the constituents in the voting districts of Incline Village and Crystal Bay. Elections of each Trustee are to a four-year term with elections occurring in even calendar years. The Board of Trustees, at either its last meeting in the current calendar year or the first meeting in the new calendar year, ~~elect~~determines a Chair, Vice Chair, Treasurer, and Secretary for the calendar year. According to NRS, the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee. These positions are held for one calendar year. Should a vacancy occur, the Board of Trustees shall follow NRS 318.090, paragraph 5, to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website ivgid.org.

Commented [KW5]: I don't think the NRS says this. Should have Legal clarify.

The following summarized roles reflect both the socially expected behavior and the function of the Board of Trustees members. All members of the Board of Trustees are expected to follow the roles of the Board of Trustees members (Role of All Trustees shown below) in addition to the special roles as designated by their elected position.

Role of All Trustees

- Be familiar with and uphold NRS 318.
- Be familiar with and uphold District Policies, Practices, Resolutions and Ordinances.
- Fulfill your fiduciary responsibility to the community through proper ~~oversite~~oversight.
- Ensure projects and initiatives are aligned with the priorities of the community.
- Identify issues and concerns in the community through the Board meetings.
- Review minutes, financial reports, memos and other documentation regarding the issues on which the Board is researching.
- Study and give counsel on the identified public issues.
- Represent the views of the constituents by communicating the range of options regarding the issues of concern.
- Regularly attend meetings and notify Board Chair, Board members and District Staff, well in advance, of forecasted absences from Board meetings whenever possible.
- Maintain good communications with the District General Manager and Staff.
- Prepare and file the required annual financial disclosure report.
- Respectfully execute the duties as a Trustee using ordinary diligence and not taking unfair advantage of the position as a Trustee.
- ~~Recognize that on occasion, a Trustee might be provided with confidential or sensitive District information and it is essential assumed you that they will treat it as such. under their ethical duties.~~
- Respectfully recognize that along with the tremendous responsibility, goes a lot of power.

Detailed Role of the Chair

- Ensures meetings are scheduled, prepared for, and conducted in accordance with Open Meeting Laws.
- Uphold Board Policy, Practices, and Resolutions.
- Serve as spokesperson for the Board of Trustees and District.



- Facilitate meetings to be productive by engaging Trustees to openly discuss issues, share in equal participation, and ensure all Trustees have a chance to express their thoughts and opinions on an issue.
- Foster a public forum that allows for a diversity of opinions to be expressed.
- Execute District commitments as deemed necessary.
- Respectfully execute the duties as Board of Trustees Chair by not taking unfair advantage of the position as Chair.



Detailed Role of the Vice Chair

- Uphold Board Policy, Practices, and Resolutions.
- During the absence of the Chair, serve as spokesperson for the Board of Trustees and District.
- During the absence of the Chair, facilitate meetings as described above.
- Assist the Chair in facilitation of the meetings on an as needed basis.
- Respectfully execute the duties as Board of Trustees Vice Chair by not taking unfair advantage of the position as Vice Chair.

Detailed Role of the Secretary

- Uphold Board Policy, Practices, and Resolutions.
- Responsible for the accuracy of the Board meeting minutes (NRS 318.085)
- Execute District commitments as deemed necessary.
- Respectfully execute the duties as Board of Trustees Secretary by not taking unfair advantage of the position as Secretary.

Detailed Role of the Treasurer

- Working with the Director of Finance to review ~~and support the~~ financial reports responsibilities of the District.
- Produce a monthly Treasurers report.
- Participate and support the District's Finance and Accounting team with respect to various committees, i.e. Audit Committee.
- Respectfully execute the duties as Board of Trustees Treasurer by not taking unfair advantage of the position as Treasurer.

Appointments to Other Organizations

Nevada League of Cities

Currently, the Board of Trustees has one appointed member to the Nevada League of Cities; please visit their website for more information on this organization.

- Formatted: Font: Bold
- Formatted: Indent: Left: 0.5"
- Formatted: Indent: Left: 0.5"

Washoe County Debt Management Commission

Currently, there is one elected General Improvement District representative to the Washoe County Debt Management Commission; please visit their website for more information on this organization.

- Formatted: Font: Bold
- Formatted: Indent: Left: 0.5"
- Formatted: Left, Level 3
- Formatted: Indent: Left: 0.5"

Washoe County Citizens Advisory Board (CAB)

Commented [KW6]: IVGID doesn't have to have a representative on CAB.

Other Committees or Commissions

As deemed necessary and appropriate, the Board of Trustees may from time to time make appointments and/or ask a member of the Board of Trustees to serve on requested committees and commissions.

- Formatted: Font: Bold
- Formatted: Font: Bold
- Formatted: Font: Bold
- Formatted: Indent: Left: 0.5"
- Formatted: Indent: Left: 0.5"
- Formatted: Normal, Level 2
- Formatted: Font: 11 pt, Italic

Responsibilities of Trustees:



Duties for which a Trustee may be responsible include:

Commented [KW7]: This phrase doesn't make sense.

- Issuing bonds
- Reviewing and approving budgets
- Reviewing and approving the annual CAFR
- The role of the District Manager
- The contracted legal counsel
- The prioritization of capital improvement projects
- The allocation of rates and fees for recreation and utility services
- Reviewing District financial reports

The Board of Trustees has the statutory authority and responsibility to make the final decisions on District matters. The Incline Village General Improvement District Staff has the responsibility to provide expert opinion and advice to the Board of Trustees to assist them in making decisions and has the responsibility to implement and carry out the items passed by the Board of Trustees.

One very important role for the Board of Trustees is to provide a forum where citizens from the community can express their views, issues and concerns. It is these views, issues and concerns that give invaluable information to the Incline Village General Improvement District. As such, the Board of Trustees should focus its effort on providing the best atmosphere in its meetings to draw this needed information from local citizens. Additionally, the Board of Trustees should ensure that the information discussed during the meetings is accurate and given to the appropriate Incline Village General Improvement District staff member in a timely manner.

Compensation

In accordance with NRS 318.085, subparagraph 5, each Trustee shall receive compensation, if the budget is adequate and a majority of the members of the Board of Trustees vote in favor of such compensation. This compensation is paid on the same schedule as District staff which is every other week of each calendar month. The compensation for the Trustees is limited by Nevada Revised Statute. On April 12, 2006, the Board of Trustees voted unanimously to increase the yearly compensation to \$9,000 per year effective January 1, 2007 as provided by NRS 318 and adopted by the State of Nevada Legislature in its 2005 session.

Benefits/Privileges

If a Trustee does not have a District Picture Pass, one will be issued at their request. Venue privileges are applicable to the Trustee only, they are not applicable to spouses, partners, or dependents. ~~Each Trustee will be issued, by the District's Recreation Center staff, a Recreation Photo Identification Card identifying the Trustee as a Category 1 employee. This benefit is for the Trustee only and not applicable to your spouse or dependents.~~ Following is a list of privileges available to the Trustees:

- Trustees will have their own recreation pass category.
- ~~Board of Trustees will have their own category. They will no longer part of Category 1 Recreational Privileges.~~
- Are able to visit each venue one time per week without charge.
- No employee discount dependent privileges.



- Food and beverage discount same as resident – 10% discount.
- Merchandise discount same as resident – 20% discount.
- Trustees can expense a business lunch following the District expense procedures when conducting District business.

Benefits

Formatted: Font: Italic

- Trustees have the option to purchase District health and dental insurance plans for themselves and/or allowable family members.

Liability

With respect to the potential liability of individual Trustees, Incline Village General Improvement District treats each Trustee just as it would one of its employees. As long as Trustee activities fall within the course and scope of the duties as a Trustee, Incline Village General Improvement District will defend and indemnify pursuant to requirements of Section 41 of the Nevada Revised Statutes. On June 13, 1968, the Board of Trustees adopted Policy and Procedure Number 098, Resolution Number 495, which supports this position.

- ◆ Incline Village General Improvement District considers Trustees' actions within the course and scope of the public duty assumed as a Trustee to be equivalent of that of an employee. If a civil action is brought against you alleging an act or omission related to such service, it is the position of Incline Village General Improvement District, pursuant to NRS Section 41.0339, you may request a defense and Incline Village General Improvement District shall provide a defense and, if appropriate, indemnification.
- ◆ NRS Section 41.0339 requires that you, within 15 days after service of a summons and complaint, request in writing a defense by the official attorney. For Incline Village General Improvement District, the official attorney is the District General Counsel. The District General Counsel contact information is available from the District Clerk or the General Manager.
- ◆ If per chance you are injured while within the course and scope of the public duty you have assumed, you will be treated as an employee and covered by the Incline Village General Improvement District workers' compensation system. In order to access the workers' compensation system, you would need to contact the Incline Village General Improvement District Risk Manager, advise of the injury, and follow the procedures adopted by the Incline Village General Improvement District for its employees. You can obtain a copy of those procedures from the Incline Village General Improvement District Risk Manager.
- ◆ If you are involved in an accident or an incident, while within the course and scope of your duties as a Trustee, which results in property damage or injury to any person, you must contact the Incline Village General Improvement District Risk Manager within three working days.

Tools Provided

The Incline Village General Improvement District issues to each Trustee, for their use in doing District business (which excludes personal use), business cards.

Budget and Finance



The Incline Village General Improvement District Board of Trustees is a cost center and has a separate budget for its expenses. The Board Chair is responsible for the administration of this budget supported by the District Clerk and other members of the District team.

Travel on District Business and other purchases

When a Trustee wishes to make a purchase, go to a conference, or expend funds in any manner which will require reimbursement, the Trustee must have the expenditure approved, prior to it being made, by the Board Chair. If the Board Chair is unavailable, then the Board Vice Chair shall assume the responsibility. The Trustee making the expenditure shall be bound by the District policy and procedures and will be required to complete all the necessary form(s) for reimbursement. The District Clerk is available to the Board of Trustees at all times to assist them in this process, therefore the necessary forms are not included in this handbook. Following is a short list of items for which the Trustee might request reimbursement:

- ◆ Travel to conferences, seminars
- ◆ Reimbursement for business dinners
- ◆ ~~Wireless Internet connection equipment within their residences~~
- ◆ Operating supplies
- ◆ Employee recognition
- ◆ Personal car mileage when on District business

Upon completion of travel, the Trustee will be expected to complete an expense report that will be submitted to the Board of Trustees Treasurer for review and approval. Following this review and approval, the Board of Trustees Treasurer will give the expense report to the District Clerk who will submit it to the District's Accounting Department for reimbursement processing. The Trustee submitting the expense report will be promptly notified when his/her reimbursement is ready for their pickup. Should the Board Treasurer be the one making the trip, then the Board Chair will authorize the travel request and subsequent expense report.

Relationship to General Manager

The General Manager is the primary contact for policy and procedure and is the only direct employee, by contract (available upon request to the District Clerk), of the Board of Trustees.

Relationship to District Staff

All Staff members of the Incline Village General Improvement District are available to any Trustee to discuss areas in the sphere of influence.

The General Manager is the Board's representative to Staff. When a Trustee has a question on a matter coming before them, the Trustee may communicate directly with the Staff member who is presenting the matter to the Board to get clarification. The Board of Trustees is not permitted to micromanage Staff and Staff issues that arise must be directed to the General Manager.

Staff Support

The Incline Village General Improvement District provides the primary administrative assistance to the Board of Trustees. An individual is designated as the District Clerk and is available to any member of the Board of Trustees to assist them with travel arrangements, find documents, do



research, etc. All Staff members of the Incline Village General Improvement District are available to any Trustee to discuss areas in the sphere of influence. The General Manager is the primary contact for policy and procedure and is the only direct employee, by contract of the Board of Trustees. Job descriptions for both the General Manager and the District Clerk are available upon request.

Field Trips Outside of the District Venues and Group Participation

Field trips outside of the District venues for the entire Board of Trustees need to be well organized and adequately posted so as to comply with the Nevada Open Meeting Law requirements. Field trips can be at the suggestion of the Board of Trustees, members of the Staff and/or members of the public. The District Staff will take on the responsibility for organizing the field, and when applicable and deemed reasonable, providing transportation to and from the field trip site. District Staff may or may not accompany Board of Trustees on the field trip.

Meeting Requirements

Nevada Open Meeting Law

State law requires that meetings of public bodies must be open and public. Boards of Trustees fall within the definition of public bodies. The Nevada Open Meeting Law Manual is available online and via request of the District Clerk.

Posting of Agendas and/or Notices

The written agenda of a Board of Trustees meeting must be posted at the place of the meeting and at a minimum of three other separate, prominent (i.e. open to public view) places within the jurisdiction of the Board of Trustees. The agenda must be posted no later than 9:00 a.m. three working days before the meeting. For example, if the Board of Trustees meets on a Wednesday, the agenda must be posted no later than 9:00 a.m. on the Friday preceding the meeting. Saturdays, Sundays and holidays may not be counted in calculating three working days. The District Clerk takes care of this agenda posting and all locations, where the agenda are posted, are listed on the bottom of each agenda. On notices, the locations may or may not be noted however it is assumed they will be posted in the same locations as an agenda.

Certification of Posting

The Incline Village General Improvement District Staff will certify that the Board of Trustees agendas were correctly posted according to the Nevada Open Meeting Law prior to the Board of Trustees meeting. This certification is included on each agenda and/or notice.

Meeting Minutes

The Nevada Open Meeting Law also requires that a public body keep written minutes of meetings. These minutes must include:

- The date, time and place of the meeting.
- Those members who are in attendance and those who are absent.
- The substance of all matters proposed, discussed or decided. In addition, at the request of any member, the minutes must reflect each member's issues and



concerns on any matter. If a vote is taken, the minutes must reflect each member's vote on any matter.

- The substance of remarks made by members of the general public who address the body if so requested by that person.
- Any other information which any member of the body requests be included in the minutes.

Citizens may request to receive copies of the Board of Trustees minutes (and agendas) through the District Clerk. Such a request should be made in writing (or through e-mail) to the District Clerk. Citizens can request to receive mailing of Board of Trustees agenda packets by e-mail and/or U.S. Postal Service and the agendas by e-mail and/or U.S. Postal Service. Distribution of these items to those requesting and the Board of Trustees is in accordance with the Open Meeting Law.

The law provides that the minutes are public records and have permanent value. The minutes must be retained by the public body for five years, and then may be transferred for archival preservation. The Incline Village General Improvement District is the public body designated to retain these records. ***The minutes must be available for public inspection within 30 working days after adjournment of the meeting.*** Meetings may be recorded on audio/video tapes in addition to the written minutes. If so, the entire meeting must be recorded. The recording of the meeting must also be made available for the public inspection. The audio tape must also be retained by the public body for two years.



Meeting Protocol

Attendance

A majority for the IVGID Board of Trustees is three (3) members out of the five (5) member Board. When an item is brought before the Board, and there are three (3) members present, the item must be unanimously approved by the three (3) members present otherwise the item fails. It is each Board member's responsibility to notify the District Clerk and/or General Manager of his/her absence, from a Board meeting, in a sufficient amount of time (one month's notice is preferred) to allow for the proper planning of agenda items.

Schedule

The Board of Trustees meeting schedule is set via policy. Currently, the Board of Trustees ~~typically meets twice a month meets on the second and last Wednesday of each month~~ however that schedule may change from time to time. Typically, the meetings for the months of November and December are reduced to one meeting per month so as to allow the Board of Trustees and District staff to spend time with their families over the holidays.

The meetings take place at the Chateau located at 955 Fairview Boulevard in Incline Village. This building can be set up to accommodate approximately 250 members of the public and has built in audio recording equipment to facilitate our compliance with NRS statutes for audio recordings. The District also uses Livestream to broadcast its meetings however it is a complimentary item versus an NRS/Open Meeting Law requirement.

Agendizing and Removal from Agenda

Board members may request, to the Board Chair, that an item be added to the agenda. If the requested item is not to be included, an explanation should be provided to the Trustee and some type of accommodation is made. This request must be made in sufficient time to allow the item to be properly described on the agenda. All backup materials required to allow sufficient discussion of the Board item must be provided to the District Clerk in sufficient time to allow it to be included in the Board packet for both the Board's review and the general public. As an example, when the Board meeting is on the last Wednesday of the month, that meeting agenda will be posted on the Friday prior to the meeting. The District Staff and Board of Trustees reviews, as an agendized item, the Long Range Calendar which includes all the dates of when materials are required.

A Board member, at the time of the approval of the agenda during the Board meeting, may request that an item be moved from the Consent Calendar to General Business to allow for more detailed discussion, may ask that an item located on the agenda be deferred to a later time, and may ask that the position of an agenda item(s) be relocated. It is suggested that Board Members discuss their wishes prior to the Board meeting with the Board Chair so that the Board Chair is not surprised by their requests and understands the reasons behind such requests.

District Staff, at the time of the approval of the agenda during the Board meeting, is represented by the District's General Manager and as such the District General Manager will make the request to move, delay or defer any agenda items. Generally speaking, the District General Manager will only take such action when new information has been received at the last moment or the situation has changed such that the recommendation needs to be reconsidered.

Staff Role at Meetings



Senior Staff and Directors typically attend all Board of Trustees public meetings. Their presence is in support of the Board of Trustees, their agenda items and to respond to questions directed to them, at the discretion of the Board of Trustees, by the general public. These employees are exempt employees and thus no overtime costs are incurred for these individuals to be present at these meetings.

Agenda Notebooks

It is District Staff's responsibility to provide the Board of Trustees with a detailed packet for information supporting those items on the agenda. Each Trustee will be provided, typically no later than the Friday preceding the Wednesday meeting, a notebook of information supporting each agenda item as applicable. This information may also be supplied, upon request by individual Trustee, electronically i.e. in PDF format. On that same Friday, the requesting members of the public shall be mailed their packet. This process can be delayed to the Monday preceding the Wednesday meeting in event of an emergency (i.e. weather, machine failure, etc.). It is each Trustee's responsibility to ensure that they have read the materials prepared for them so that they come to each meeting prepared to discuss the items on the agenda. If they have any question or concern about the materials provided on an agenda item, they are encouraged to ask questions of the District Staff, starting with the General Manager, **prior** to the meeting. The thorough understanding of each matter on the agenda allows the Board of Trustees meeting to proceed in a timely and orderly manner.

Typically, the agenda will include various reports made by Staff or a Trustee which are relevant to those members in attendance and/or the general public, Consent Calendar items which are items that the District Staff deems as being typical, routine and non-controversial, and General Business items which are items that the Staff would like to have dialogue with the Board of Trustees or get feedback from a multitude of sources. Occasionally, a public hearing is incorporated into an agenda for the purpose of providing a time certain period of public comment on a particular topic or topics. When a public hearing is held, there are additional requirements which District Staff will fulfill.

~~The Board of Trustees meeting agenda is provided to the local newspaper at its request. Typically before each meeting, the District's Communication Coordinator issues a brief overview of the meeting via press release or other format.~~

Techniques and Tips

Agenda Tips

- The agenda should be ~~concise, clear and complete so as to~~, but inclusive enough to clearly identify the agenda items and allow discussion of ~~that each agenda~~ item.
- Posting of the agendas should be in substantial compliance with the Open Meeting Law.
- Mailing of the agendas should also be in substantial compliance with the Open Meeting Law. If the agendas are mailed within the required time frame, the intent of the law has been met. Incline Village General Improvement District is not responsible for mail delivery.
- Notes on contents of the agenda:
 - *Correspondence.* Correspondence is included in the Board packet if it is received in time for its inclusion. Correspondence received after production of the Board packet is verbally noted as received and then included in the following Board packet.



- *Public Comments.* The Board of Trustees has adopted an advisory statement which is included on each agenda.

Minutes Tips

- The minutes should reflect what happened at the meeting.
- The minutes belong to the Board of Trustees and are not open to comment from the audience under the section of the agenda to approve the minutes. Comments to the minutes can be made under "Public Comments".
- The minutes should be approved in total, not as a portion. If a portion of the minutes are questioned, the entire set of minutes should not be approved until the questionable section is clarified.
- Corrections to the minutes of the past meeting are made at the current meeting; the corrections will be reflected in the current meeting's set of minutes and approved at the following meeting.
- The official (approved) minutes are on file in the Incline Village General Improvement District office and are available for public review.
- Correspondence received can be noted in the minutes, but need not be included in the contents of the minutes.
- Information commenting on an item on the agenda of a past meeting *cannot* be submitted for inclusion in the minutes after the minutes of that meeting have been approved.
- Members of the public are encouraged to submit their public comments in writing so that they can be attached to the applicable meeting minutes.

Meeting Tips

Since the official business of the Board of Trustees can be conducted only at a meeting, it is important to make sure that the Board of Trustees meeting is structured to encourage public participation. If the Board of Trustees meeting is long, complicated and focused only on Board of Trustees members, then the meetings will eventually lose public participation. The following are some guidelines to follow to help ensure smooth meetings:

- Start on time.
- End at a reasonable hour.
- Follow the agenda (It is a violation of the Open Meeting Law to discuss items not appearing on the agenda.)
- Encourage the public to participate.
- Wait for recognition from the Chair before speaking.
- Ensure no one person dominates the discussion.
- Actively listen.
- Do your homework (prepare) before the meeting.
- Don't hold unnecessary meetings.
- Do not take or make matters or comments on a personal level.

Ways to Stimulate Community Participation

- Send random letters inviting community members to meetings.
- Hold regular meetings.
- Make agendas easily available.
- Invite residents to get together before community issues are considered.
- Send thank you notes to people who provide input and suggestions.



- Request community groups to designate a representative to attend meetings.
- Make meetings comfortable rather than intimidating (i.e. less formal).
- Make meetings interesting and don't drift or bog down (i.e. keep meetings short and to the point).

Meeting Room Environment

In addition to these guidelines, the meeting room environment is also crucial to a smooth meeting. Here are some items to check:

1. Room size is adequate for anticipated crowd.
2. Temperature set at comfortable level.
3. Enough seats and agendas available.
4. Adequate lighting and sound system.

Advocacy Roles

Incline Village General Improvement District Board of Trustees meetings should provide a forum that encourages candid and frank sharing of citizen concerns and issues. It is especially important that Board of Trustees meetings be conducted to allow a "neutral playing field" so all present feel comfortable sharing all sides of any issue. Board of Trustees members, in conducting a meeting, must be careful to avoid giving any perception that the meeting or sharing will be slanted or limited to the detriment of full and open sharing.

Any Trustee who is personally or financially affected by a particular issue or project being discussed should:

1. Disclose, as part of the record, his/her involvement with the issue or project and, if applicable, any financial relationship or involvement relating to or resulting from the project or issue to determine participation or withdrawal; or
2. If chairing the meeting, temporarily release Chair to the Vice Chair.
3. If it is determined that there is no conflict, since participation of an elected official is favored, then the member shall participate in all matters of the issue.
4. Should a Board of Trustee member wish more information, the District General Counsel can make available relevant conflict material(s).

A Board of Trustees member may also choose, under the above circumstances, to recuse him/herself from the Board and participate from the audience as a private citizen on the particular project or issue.

No Trustee may represent the Board of Trustees in other proceedings, orally or in writing, as advocating a particular position unless the specific topic under consideration was discussed and/or voted upon by the Board of Trustees. In making any representation, the Trustees must be careful to report on the issues and concerns - both pro and con - as presented to the Board of Trustees, in addition to any vote result.

Representation and Communication

Two equally important responsibilities of a Trustee are representation and communication.



As a Trustee, you can make unique and special contributions through the Board of Trustees participation because often times your personal well-being is deeply intertwined with that of your community. It is up to you to understand and fairly represent the views of your Incline Village and Crystal Bay constituents. You should be active in the community, have good rapport with and support from your constituents, and "keep your ear to the ground". You should be aware of the total range of viewpoints and use good judgment in providing issues and areas of concern to Incline Village General Improvement District. This is a big responsibility and can take considerable time and effort.

An equally important responsibility is developing and maintaining good communication with the Incline Village General Improvement District General Manager and Staff - particularly with the General Manager. With good communication, you will play an important part in making the District responsive to the needs of Incline Village and Crystal Bay.

Issue Management

Issue management is a tool to help you identify issues of concern that affect you and your constituents. Once you have identified these issues, then you can let the appropriate people know about the issues in a timely fashion. This ensures that you and your constituent's concerns become part of the policy-making process of the District. Developing issue management skills is an important aspect of the Board of Trustees membership. It allows you to use informally gathered information to better advise and relay concerns to the District Staff. This information allows for the Trustees to anticipate issues before they become disruptive and to become part of the process to resolve those issues. Protection of community interests, increased productivity, fewer delays and reduced costs are all benefits of early issue detection and resolution by the Trustees.

Five steps to help you manage and resolve issues are:

1. **Identify issues:**
Talk with your constituents about their problems or needs. Use your knowledge of the community to understand how this problem or need affects the community. Share this information with the Board membership so that later all of you will be able to gauge if proposed solutions will solve the problem or satisfy the need.
2. **Communicate:**
Find other people affected by this problem or need in order to hear their views. Seek out the places where people in the community meet to share ideas or to pursue common interests (e.g. the local market, the day care center, the Recreation Center, etc.) Make sure you have a good understanding of the problem or need.
3. **Separate themes and ground issues:**
Try to find the real issue(s) behind the problem or need. In issue management, this is known as separating issues from themes. Frequently, people complain about a problem (e.g. government is not listening to me) which hides their real need or issue (e.g. why has my road not been graded in two years?). Once you have identified the real issue, check with other people who share this problem/need to make sure you have put your thumb on the real issue (this is known as grounding the issue).



4. **Develop options:**
Work with the appropriate people from the community and District staff to develop different ways to resolve the issue(s). After you develop these options, make sure you once again check with the people who have the problem/need to ensure that the proposed solution will indeed satisfy their problem/need.
5. **Implement and evaluate:**
Work with your community and District Staff to implement the preferred option. Make sure you and the community is part of the process to resolve the issue. Afterwards, take the time to identify things that went well and those that need work to better prepare yourself for the next time.

Issues that are non-operational in nature that could affect the District will be given to the Chair who will address and disseminate to all members of the Board of Trustees and the District General Counsel. An example would be a complaint against a Trustee or a complaint regarding a District policy. If the issue involves the Chair, the Vice Chair and the District General Counsel will be informed.

District Operations

Management Overview

The Incline Village General Improvement District is managed by the General Manager who is hired and is the only contract employee of the Board of Trustees. The employment contract of the General Manager is available upon request to the District Clerk. Each year, the General Manager is given a performance evaluation by the Board of Trustees. Effective October, 2005, this performance evaluation is conducted in open, public session.

The General Manager is responsible for the District staff which consists of approximately 110 full time year round employees and 300 seasonal and part-time employees depending upon the season. There are Directors (Director of Public Works, Director of Human Resources, Director of Finance, Director of Community Services, and Parks and Recreation Director), Communications Coordinator, and one District Clerk which are direct reports to the General Manager. The General Manager is also responsible for the District General Counsel which is a contract position and does not reside in the District offices.

The following identifies the authorities delegated to the General Manager through various District documents:

1. Strategic Planning, **Policy 1.1.0**, 0.1 Initiate the Strategic Planning Process
2. Conduct Meetings of the Board of Trustees, **Policy 3.1.0**, 0.6 Rules of Proceedings, f. Contracts, g. Claims; 0.8 Agenda Preparation, 0.9 Reconsideration, 0.12 Authorization to Sign Checks, 0.13 Facsimile Signatures, 0.15 Consent Calendar and 0.17 Legislative Matters
3. **Policy Resolution No. 103** (Resolution 1475) Establishing a Policy for the Granting of Easement Across District Property
4. **Policy Resolution No. 105** (Resolution 1480) Adopting a Personnel Management Policy
5. **Policy Resolution No. 110** (Resolution 1493) Policy Statement on Community Relations Expenditures
6. **Policy Resolution No. 111** (Resolution 1494) Policy Statement on Collection of Delinquent Special Assessments



7. **Policy Resolution No. 113** (Resolution 1517) Use of Trademark by Private Businesses and Persons
8. **Policy Resolution No. 115** (Resolution 1527) Use of IVGID Boardroom
9. **Policy Resolution No. 116** (Resolution 1538) Establishing Penalty and Interest Charges on Delinquent Accounts and Collection Thereof
10. **Policy Resolution No. 120** (Resolution 1575) Group Use of Beaches
11. **Policy Resolution No. 121** (Resolution 1581) Adopting Policy and Procedure For the Settlement of Lawsuits and Related Claims
12. **Policy Resolution No. 127** (Resolution No. 1619) Complimentary Recreation Privileges
13. **Policy Resolution No. 129** (Resolution No. 1632) Relinquishment and Acquisition of Utility Easements and Encroachment Agreements
14. **Policy Resolution No. 132** (Resolution No. 1701) Fundraising/Donation Activities at IVGD Facilities
15. **Policy Resolution No. 134** (Resolution No. (not issued) Policy Governing Service of Alcoholic Beverages at IVGID Facilities
16. **Policy Resolution No. 135** (Resolution No. 1760) Temporary Dog Park at Village Green
17. **Policy Resolution No. 136** (Resolution No. (not required) Policy concerning access to District Property and the Use of District Facilities for Expression
18. **Policy Resolution No. 137** (Resolution No. 1801) Policy for the Provision of Records to the Public
19. **Policy Resolution No. 138** (Resolution No. 1849) Naming/Dedication of IVGID Facilities and Acknowledging Important Local Persons, Events or History
20. **Ordinances:**
 - a. 1 – Solid Waste
 - b. 2 – Sewer
 - c. 3 – Water
 - d. 7 – Recreation Pass
21. **Golf Complimentary Privilege Policy**

Facility/Venue Overview

The Incline Village General Improvement District owns and operates several recreational and event venues within the community. They are the Recreation Center, Incline Beach, Ski Beach, Burnt Cedar Beach, Hermit Beach, Diamond Peak Ski Resort, Mountain Golf Course, Championship Golf Course, Aspen Grove, Treatment Plant, Chateau, Skateboard Park, and various pump stations.

Included within the Nevada Revised Statutes are two chapters which are relevant to two of our venues - Chapter 455A: Skier Safety and Chapter 455B: Recreational Parks.

The main office of Incline Village General Improvement District is located at 893 Southwood Boulevard. The General Manager, Director of Human Resources, Director of Finance, Director of Community Services, and the District Clerk all have their offices in this building.

The Board of Trustees has an individual mail receptacle located within the main office where District Staff places materials for each Trustee.



Vision Statement

With a passion for quality of life and our environment, Incline Village General Improvement District will enhance the reputation of our community as an exceptional place to live, work, invest, and play.

Mission Statement

The Incline Village General Improvement District delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability.

Value Statement

We are dedicated people providing quality service, for our community and environment, with integrity and teamwork.

District Mantra

One District • One Team

Ordinances

The Incline Village General Improvement District has four ordinances that govern the community. They are:

- Ordinance 1: An ordinance regulating solid waste and the collection of garbage, rubbish, waste matter and refuse, and the collection, removal and disposal thereof
- Ordinance 2: An ordinance establishing rates, rules and regulations for sewer service
- Ordinance 4: An ordinance establishing rates, rules and regulations for water service
- Ordinance 7: An ordinance establishing rates, rules and regulations for recreation passes and recreation punch cards

The Public Works Department also enforces landscaping requirements, which are a subset to Ordinance 4, Article 18.

The Tahoe Regional Planning Agency (TRPA) governs the noise within our community. Chapter 23 of their regulations is what the Incline Village General Improvement District follows with respect to noise. When our community members have a concern, regarding noise, the District staff references this regulation and suggest that the community member telephone the Washoe County Sheriff for assistance.

Policies and Practices

During Fiscal Year 2007/2008, the Board of Trustees adopted a strategy, in parallel with the Government Finance Officers Association, of having policy statements and accompanying practices. Each policy statement is presented to the Board of Trustees for the adoption. The District's website has these items included on it.



Resolutions

The District Clerk of the Incline Village General Improvement District maintains the Resolution Log for the District. Currently, the District has a list of over 1,900 resolutions. Resolutions are issued for a myriad of reasons; adoption of a seal (Resolution 2), addition of powers (Resolution 185), dedication of the Administration Building (Resolution 1740), Approval of the Recreation Standby and Service Charges (Resolution 1741) as examples.

As time progresses, technology advances take place, and, in general, operating situations change, the District Staff amends resolutions to fit these changes. These amendments and new resolutions come before the Board of Trustees for ratification and support.

Strategic Management Plan

The Incline Village General Improvement District has a Strategic Plan. It is a living document that is revised and refined with changing conditions, acquisitions, industry practices, etc. It is under the direction of the General Manager that this plan is followed. A copy of the Strategic Plan for the Incline Village General Improvement District is on its website.

Websites

The Incline Village General Improvement District has a host of interconnected websites (golfincline.com; diamondpeak.com; insideivgid.org; ivgid.org; etc.) for its different venues and departments. The home website, for the District, is yourtahoeplace.com. At this website, the Trustees and community will find a multitude of useful information including contact information, District calendar and various links. Each Trustee has a photograph and contact information located at this website. This allows the community to have 24-hour access to the Trustees, via e-mail, and for our new residents and visitors. Trustees are required to annually file a financial disclosure statement which is available at the Nevada Secretary of State website.

Document Retention

The District maintains a multitude of documents in retention in accordance with its approved, by the State of Nevada, document retention schedule. One of the primary locations, accessed by the District Clerk and other selected key District Staff, is IVGID Archives. At this network server location, the Board of Trustees agendas, minutes and agenda packets are scanned and kept. ~~The audio tapes recording of the Board of Trustees meetings and other public meetings are kept by the District Clerk in a secured cabinet in digital format at the Administrative offices. The tapes are destroyed in accordance with the document retention schedule.~~ Another location, administered by members of the Finance, Accounting and Information Technology team, is the parcel master files.

Intranet

The Incline Village General Improvement District, in July of 2005, launched an intranet which is an internal website for District employees only. This website can be accessed, using internal District computers by using the web address of www.insideivgid.com. This intranet is an intuitive tool where District Staff can access forms, calendars, telephone directories, etc. Its expansion is dependent upon the need of information for the District Staff and it is administered by the Information Technology team.





Recreation and Beach Fees

The recreation and beach fees are used to support the various recreational venues available to the property owners and residents of Incline Village/Crystal Bay community which is annually charged and billed on the Washoe County property tax bills. Billing the recreation and beach fees, on the Washoe County property tax bill, is a cost effective method to keep the cost of administrating the recreation and beach fees down. Each fiscal year, a Recreation and Beach Fee table is prepared. There are approximately 8,222 billable parcels/units within Incline Village and Crystal Bay.

Purchasing

Nevada Revised Statutes Chapters 332 and 338 discusses, in detail, the requirements for local government purchasing.

Budgets – Operating

Each year, Staff prepares a detailed calendar outlining all operating and capital tasks and important milestones to be met by Staff and the Board during the budget process. The budget process can begin as early as November and it is statutorily required to conclude by the end of May. The Board of Trustees takes an active role in the budget process and is asked to attend several Board budget workshops to ensure the Board of Trustees understands all aspects of the budget process. These budget workshops are typically held on the first Thursday meeting and additional workshops are scheduled, as needed, by the Board and Staff. This occurs during the last meeting of the month when the Board of Trustees and Staff review the Long Range Calendar. While it is rare, occasionally Saturday meetings are convened. All meetings are all held in accordance with the Open Meeting Law and the public is invited to attend. In May, the Board of Trustees must hold public hearings for the (1) operating and capital budget and (2) proposed recreation and beach fee. Later on, in the same meeting, the Board adopts the applicable fiscal year operating and capital budget as well as adopting the recreation and beach fees.

Budgets – Capital Improvement

The Incline Village General Improvement District Capital Improvement Plan (CIP) is an important planning tool that is used to link the District's physical development planning with fiscal planning. The CIP lists the projects needed to preserve the significant investment the District already has in infrastructure, as well as improvements needed to spur community economic growth and development.

The CIP document is a policy guide and is not intended to replace future District budget decisions. The District has in place a CIP Review Team which reviews the recommendations and requests for CIP Projects made by department/division staff.

There are two general categories for CIP projects:

1. small improvement projects and major maintenance needs which compete for revenue in the annual budget cycle; and
2. major projects requiring the expenditure of public funds (above annual operating expenses) for the purchase, construction or replacement of physical infrastructure in our community.



A CIP project can include the following:

- **Land:** land, easements and rights-of-way
- **Structures:** feasibility studies, construction costs, architectural, engineering, legal and related expenses; major renovation or additions
- **Equipment:** equipment to serve a new facility or replaces existing equipment in facilities (e.g. furniture, fleet vehicles, library books or computer systems)
- **Other Expenditures:** cost-sharing arrangements between the District and outside parties; purchase of water rights, etc.

The Trustees are involved in the CIP process as they review the data sheets submitted as part of the budget process.

Holiday Schedule

The District Staff enjoys eleven holidays each year - New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Family Day (the day after Thanksgiving) and Christmas Day.

Employee Meetings

All Employee meetings are held twice each year – typically December and August. These meetings celebrate the achievements of the District employees.

Safety Week

Safety Week is generally held the third week of October and is comprised of each employee conducting area safety checklists, watching videos and participating in other related events. This program is lead by the District Safety Officer who is supported by the Safety Committee members.

Venue Seasonal Operating Dates

Diamond Peak Ski Resort opening is weather dependent but generally opens early in December.

The Championship and Mountain Golf Courses openings are also weather dependent but generally they open late May with the Mountain Golf Course opening one week after the opening of the Championship Golf Course.

The Tennis Center opens early May and closes mid-October.

The Recreation Center is open year round.

Policies and Procedures

The Incline Village General Improvement District has policy and procedures in effect. Policies and procedures are those items which have a District wide effect on general business practices. These are located on the District website under "Resources".

Conformed version of
the Board of Trustees
handbook presented
for adoption



Board of Trustees Member Handbook



TABLE OF CONTENTS

Legal Basis for General Improvement District	4
Board of Trustees	4
<i>Role of the Board</i>	4
<i>Powers of the Board</i>	5
Role of All Trustees.....	5
Detailed Role of the Chair.....	6
Detailed Role of the Vice Chair.....	6
Detailed Role of the Secretary.....	6
Detailed Role of the Treasurer.....	6
<i>Appointments to Other Organizations</i>	6
<i>Responsibilities of Trustees</i>	7
<i>Compensation</i>	7
<i>Privileges</i>	8
<i>Liability</i>	8
<i>Tools Provided</i>	9
<i>Budget and Finance</i>	9
<i>Travel on District Business and other purchases</i>	9
<i>Relationship to General Manager</i>	9
<i>Relationship to District Staff</i>	9
<i>Staff Support</i>	10
<i>Field Trips Outside of the District Venues and Group Participation</i>	10
Meeting Requirements	10
<i>Nevada Open Meeting Law</i>	10
<i>Posting of Agendas and/or Notices</i>	10
<i>Certification of Posting</i>	10
<i>Meeting Minutes</i>	11
Meeting Protocol	11
<i>Attendance</i>	11
<i>Schedule</i>	11
<i>Agendizing and Removal from Agenda</i>	12
<i>Staff Role at Meetings</i>	12
<i>Agenda Notebooks</i>	12
<i>Techniques and Tips</i>	13
District Operations	16
<i>Management Overview</i>	17
<i>Facility/Venue Overview</i>	18
<i>Vision Statement</i>	18
<i>Mission Statement</i>	18
<i>Value Statement</i>	18
<i>District Mantra</i>	18
<i>Ordinances</i>	19
<i>Policies and Practices</i>	19
<i>Resolutions</i>	19
<i>Strategic Management Plan</i>	19
<i>Websites</i>	19



Document Retention20
Intranet.....20
Purchasing.....20
Budgets – Capital Improvement.....21
Holiday Schedule21
Employee Meetings.....21
Safety Week.....22
Venue Seasonal Operating Dates.....22
Policies and Procedures22



Legal Basis for General Improvement District

Nevada Revised Statutes (NRS) 318 governs general improvement districts. Under this statute, there is a specific section, section 318.080, which defines the responsibilities of the Board of Trustees.

Board of Trustees

Role of the Board

The Board of Trustees is responsible, in accordance with NRS, District Policies, Practices, Ordinances, and Resolutions to provide oversight over the District’s financial reports and the systems of internal controls. Additionally, they work with District management to set goals, priorities and courses of action in response to the particular needs and concerns of their district. The Board of Trustees meeting agenda is set by the District General Manager and Chair of the Board of Trustees. Each member of the Board of Trustees is always welcome to submit items for discussion and should make such requests through the Chair. The Chair will consider the request and, if deemed appropriate for the agenda of an upcoming meeting, provide the item to the General Manager for inclusion. The Board of Trustees has a specific policy on the conduct of their meetings; Policy 3.1.0. It should be read by each member of the Board of Trustees and kept as an easy and quick reference.

Issues that the Incline Village General Improvement District Board of Trustees deals with, on a regular basis, are as follows:

Contract Awards	Ordinance Adoption	Policy and Procedure Adoption
Reports	Budget Approval	Partnership Agreements
Resolution Adoption	Strategic Planning	Union Contract Approval
Financial Reporting	Internal Controls	

The purpose of the Board of Trustees meetings of the Board of Trustees is to conduct its business in a public forum in accordance with Open Meeting Laws. It provides an opportunity for the public to speak to the Board of Trustees about the issues facing their community. The Board of Trustees conducts periodic community forums allowing open communication and interaction with community members. Members of the public are encouraged to attend this informal session and chat with the various members of the Board and Staff regarding their concerns, ideas, or comments.

One very important role for the Board of Trustees is to provide a forum where citizens from the community can express their views, issues and concerns. It is these views, issues and concerns that give invaluable information to the Incline Village General Improvement District. As such, the Board of Trustees should focus its effort on providing the best atmosphere in its meetings to draw this needed information from local citizens.

The Board of Trustees has the statutory authority and responsibility to make the final decisions on District matters. The Incline Village General Improvement District Staff has the responsibility to provide expert opinion and advice to the Board of Trustees to assist them in making decisions and also has the responsibility to implement and carry out the items passed by the Board of Trustees.

Onboarding A New Trustee

Below is an outline of the tasks to be completed once your term begins:

1. Obtain and review the following informational packets provided by the District:
 - a. Interpreting Local Government Financial Statements
 - b. Internal Control by Stephen Gauthier
 - c. Audit Committees by Stephen Gauthier
2. Obtain a District Email address and appropriate training and waiver forms.
3. Participate in Ethics, Governance Effectiveness, and Open Meeting Law training.
4. Meet with the Director of Human Resources to sign appropriate paperwork.
5. Write a short biography for inclusion on the IVGID website.

Powers of the Board

The powers of the Board of Trustees are listed in NRS 318.

Organization of the Board

The Board of Trustees is decided by the constituents in the voting districts of Incline Village and Crystal Bay. Elections of each Trustee are to a four-year term with elections occurring in even calendar years. The Board of Trustees, at either its last meeting in the current calendar year or the first meeting in the new calendar year, elects a Chair, Vice Chair, Treasurer, and Secretary for the calendar year. According to NRS, the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee. These positions are held for one calendar year. Should a vacancy occur, the Board of Trustees shall follow NRS 318.090, paragraph 5, to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website ivgid.org.

The following summarized roles reflect both the socially expected behavior and the function of the Board of Trustees members. All members of the Board of Trustees are expected to follow the roles of the Board of Trustees members (Role of All Trustees shown below) in addition to the special roles as designated by their elected position.

Role of All Trustees

- Be familiar with and uphold NRS 318.
- Be familiar with and uphold District Policies, Practices, Resolutions and Ordinances.
- Fulfill your fiduciary responsibility to the community through proper oversight.
- Ensure projects and initiatives are aligned with the priorities of the community.
- Identify issues and concerns in the community through the Board meetings.
- Review minutes, financial reports, memos and other documentation regarding the issues on which the Board is researching.
- Study and give counsel on the identified public issues.
- Represent the views of the constituents by communicating the range of options regarding the issues of concern.
- Regularly attend meetings and notify Board Chair, Board members and District Staff, well in advance, of forecasted absences from Board meetings whenever possible.
- Maintain good communications with the District General Manager and Staff.
- Prepare and file the required annual financial disclosure report.

- Respectfully execute the duties as a Trustee using ordinary diligence and not taking unfair advantage of the position as a Trustee.
- Recognize that on occasion, a Trustee might be provided with confidential or sensitive District information and it is essential you treat it as such..

Detailed Role of the Chair

- Ensures meetings are scheduled, prepared for, and conducted in accordance with Open Meeting Laws.
- Uphold Board Policy, Practices, and Resolutions.
- Serve as spokesperson for the Board of Trustees and District.
- Facilitate meetings to be productive by engaging Trustees to openly discuss issues, share in equal participation, and ensure all Trustees have a chance to express their thoughts and opinions on an issue.
- Foster a public forum that allows for a diversity of opinions to be expressed.
- Execute District commitments as deemed necessary.
- Respectfully execute the duties as Board of Trustees Chair by not taking unfair advantage of the position as Chair.

Detailed Role of the Vice Chair

- Uphold Board Policy, Practices, and Resolutions.
- During the absence of the Chair, serve as spokesperson for the Board of Trustees and District.
- During the absence of the Chair, facilitate meetings as described above.
- Assist the Chair in facilitation of the meetings on an as needed basis.
- Respectfully execute the duties as Board of Trustees Vice Chair by not taking unfair advantage of the position as Vice Chair.

Detailed Role of the Secretary

- Uphold Board Policy, Practices, and Resolutions.
- Responsible for the accuracy of the Board meeting minutes (NRS 318.085)
- Execute District commitments as deemed necessary.
- Respectfully execute the duties as Board of Trustees Secretary by not taking unfair advantage of the position as Secretary.

Detailed Role of the Treasurer

- Working with the Director of Finance to review financial reports of the District.
- Produce a monthly Treasurers report.
- Participate and support the District's Finance and Accounting team with respect to various committees, i.e. Audit Committee.
- Respectfully execute the duties as Board of Trustees Treasurer by not taking unfair advantage of the position as Treasurer.

Appointments to Other Organizations



Nevada League of Cities

Currently, the Board of Trustees has one appointed member to the Nevada League of Cities; please visit their website for more information on this organization.

Washoe County Debt Management Commission

Currently, there is one elected General Improvement District representative to the Washoe County Debt Management Commission; please visit their website for more information on this organization.

Washoe County Citizens Advisory Board (CAB)

Other Committees or Commissions

As deemed necessary and appropriate, the Board of Trustees may from time to time make appointments and/or ask a member of the Board of Trustees to serve on requested committees and commissions.

Responsibilities of Trustees

Duties for which a Trustee may be responsible include:

- Issuing bonds
- Reviewing and approving budgets
- Reviewing and approving the annual Comprehensive Annual Financial Report (CAFR)
- The role of the District Manager
- The contracted legal counsel
- The prioritization of capital improvement projects
- The allocation of rates and fees for recreation and utility services
- Reviewing District financial reports

The Board of Trustees has the statutory authority and responsibility to make the final decisions on District matters. The Incline Village General Improvement District Staff has the responsibility to provide expert opinion and advice to the Board of Trustees to assist them in making decisions and has the responsibility to implement and carry out the items passed by the Board of Trustees.

One very important role for the Board of Trustees is to provide a forum where citizens from the community can express their views, issues and concerns. It is these views, issues and concerns that give invaluable information to the Incline Village General Improvement District. As such, the Board of Trustees should focus its effort on providing the best atmosphere in its meetings to draw this needed information from local citizens. Additionally, the Board of Trustees should ensure that the information discussed during the meetings is accurate and given to the appropriate Incline Village General Improvement District staff member in a timely manner.

Compensation

In accordance with NRS 318.085, subparagraph 5, each Trustee shall receive compensation, if the budget is adequate and a majority of the members of the Board of Trustees vote in favor of such compensation. This compensation is paid on the same schedule as District staff which is every other week of each calendar month. The compensation for the Trustees is limited by NRS.



On April 12, 2006, the Board of Trustees voted unanimously to increase the yearly compensation to \$9,000 per year effective January 1, 2007 as provided by NRS 318 and adopted by the State of Nevada Legislature in its 2005 session.

Privileges

If a Trustee does not have a District Picture Pass, one will be issued at their request. Venue privileges are applicable to the Trustee only, they are not applicable to spouses, partners, or dependents. Following is a list of privileges available to the Trustees:

- Trustees will have their own recreation pass category.
- Are able to visit each venue one time per week without charge.
- No employee discount dependent privileges.
- Food and beverage discount same as resident – 10% discount.
- Merchandise discount same as resident – 20% discount.
- Trustees can expense a business lunch following the District expense procedures when conducting District business.

Benefits

- Trustees have the option to purchase District health and dental insurance plans for themselves and/or allowable family members.

Liability

With respect to the potential liability of individual Trustees, Incline Village General Improvement District treats each Trustee just as it would one of its employees. As long as Trustee activities fall within the course and scope of the duties as a Trustee, Incline Village General Improvement District will defend and indemnify pursuant to requirements of Section 41 of the Nevada Revised Statutes. On June 13, 1968, the Board of Trustees adopted Policy and Procedure Number 098, Resolution Number 495, which supports this position.

- ◆ Incline Village General Improvement District considers Trustees' actions within the course and scope of the public duty assumed as a Trustee to be equivalent of that of an employee. If a civil action is brought against you alleging an act or omission related to such service, it is the position of Incline Village General Improvement District, pursuant to NRS Section 41.0339, you may request a defense and Incline Village General Improvement District shall provide a defense and, if appropriate, indemnification.
- ◆ NRS Section 41.0339 requires that you, within 15 days after service of a summons and complaint, request in writing a defense by the official attorney. For Incline Village General Improvement District, the official attorney is the District General Counsel. The District General Counsel contact information is available from the District Clerk or the General Manager.
- ◆ If per chance you are injured while within the course and scope of the public duty you have assumed, you will be treated as an employee and covered by the Incline Village General Improvement District workers' compensation system. In order to access the workers' compensation system, you would need to contact the Incline Village General Improvement District Risk Manager, advise of the injury, and follow the procedures adopted by the Incline Village General Improvement District for its employees. You can obtain a copy of those procedures from the Incline Village General Improvement District Risk Manager.

- ◆ If you are involved in an accident or an incident, while within the course and scope of your duties as a Trustee, which results in property damage or injury to any person, you must contact the Incline Village General Improvement District Risk Manager within three working days.

Tools Provided

The Incline Village General Improvement District issues to each Trustee, for their use in doing District business (which excludes personal use), business cards.

Budget and Finance

The Incline Village General Improvement District Board of Trustees is a cost center and has a separate budget for its expenses. The Board Chair is responsible for the administration of this budget supported by the District Clerk and other members of the District team.

Travel on District Business and other purchases

When a Trustee wishes to make a purchase, go to a conference, or expend funds in any manner which will require reimbursement, the Trustee must have the expenditure approved, prior to it being made, by the Board Chair. If the Board Chair is unavailable, then the Board Vice Chair shall assume the responsibility. The Trustee making the expenditure shall be bound by the District policy and procedures and will be required to complete all the necessary form(s) for reimbursement. The District Clerk is available to the Board of Trustees at all times to assist them in this process, therefore the necessary forms are not included in this handbook. Following is a short list of items for which the Trustee might request reimbursement:

- ◆ Travel to conferences, seminars
- ◆ Reimbursement for business dinners
- ◆ Operating supplies
- ◆ Employee recognition
- ◆ Personal car mileage when on District business

Upon completion of travel, the Trustee will be expected to complete an expense report that will be submitted to the Board of Trustees Treasurer for review and approval. Following this review and approval, the Board of Trustees Treasurer will give the expense report to the District Clerk who will submit it to the District's Accounting Department for reimbursement processing. The Trustee submitting the expense report will be promptly notified when his/her reimbursement is ready for their pickup. Should the Board Treasurer be the one making the trip, then the Board Chair will authorize the travel request and subsequent expense report.

Relationship to General Manager

The General Manager is the primary contact for policy and procedure and is the only direct employee, by contract (available upon request to the District Clerk), of the Board of Trustees.

Relationship to District Staff

All Staff members of the Incline Village General Improvement District are available to any Trustee to discuss areas in the sphere of influence.



The General Manager is the Board's representative to Staff. When a Trustee has a question on a matter coming before them, the Trustee may communicate directly with the Staff member who is presenting the matter to the Board to get clarification. The Board of Trustees is not permitted to micromanage Staff and Staff issues that arise must be directed to the General Manager.

Staff Support

The Incline Village General Improvement District provides the primary administrative assistance to the Board of Trustees. An individual is designated as the District Clerk and is available to any member of the Board of Trustees to assist them with travel arrangements, find documents, do research, etc. All Staff members of the Incline Village General Improvement District are available to any Trustee to discuss areas in the sphere of influence. The General Manager is the primary contact for policy and procedure and is the only direct employee, by contract of the Board of Trustees. Job descriptions for both the General Manager and the District Clerk are available upon request.

Field Trips Outside of the District Venues and Group Participation

Field trips outside of the District venues for the entire Board of Trustees need to be well organized and adequately posted so as to comply with the Nevada Open Meeting Law requirements. Field trips can be at the suggestion of the Board of Trustees, members of the Staff and/or members of the public. The District Staff will take on the responsibility for organizing the field, and when applicable and deemed reasonable, providing transportation to and from the field trip site. District Staff may or may not accompany Board of Trustees on the field trip.

Meeting Requirements

Nevada Open Meeting Law

State law requires that meetings of public bodies must be open and public. Boards of Trustees fall within the definition of public bodies. The Nevada Open Meeting Law Manual is available online and via request of the District Clerk.

Posting of Agendas and/or Notices

The written agenda of a Board of Trustees meeting must be posted at the place of the meeting and at a minimum of three other separate, prominent (i.e. open to public view) places within the jurisdiction of the Board of Trustees. The agenda must be posted no later than 9:00 a.m. three working days before the meeting. For example, if the Board of Trustees meets on a Wednesday, the agenda must be posted no later than 9:00 a.m. on the Friday preceding the meeting. Saturdays, Sundays and holidays may not be counted in calculating three working days. The District Clerk takes care of this agenda posting and all locations, where the agenda are posted, are listed on the bottom of each agenda. On notices, the locations may or may not be noted however it is assumed they will be posted in the same locations as an agenda.

Certification of Posting

The Incline Village General Improvement District Staff will certify that the Board of Trustees agendas were correctly posted according to the Nevada Open Meeting Law prior to the Board of Trustees meeting. This certification is included on each agenda and/or notice.

Meeting Minutes

The Nevada Open Meeting Law also requires that a public body keep written minutes of meetings. These minutes must include:

- The date, time and place of the meeting.
- Those members who are in attendance and those who are absent.
- The substance of all matters proposed, discussed or decided. In addition, at the request of any member, the minutes must reflect each member's issues and concerns on any matter. If a vote is taken, the minutes must reflect each member's vote on any matter.
- The substance of remarks made by members of the general public who address the body if so requested by that person.
- Any other information which any member of the body requests be included in the minutes.

Citizens may request to receive copies of the Board of Trustees minutes (and agendas) through the District Clerk. Such a request should be made in writing (or through e-mail) to the District Clerk. Citizens can request to receive mailing of Board of Trustees agenda packets by e-mail and/or U.S. Postal Service and the agendas by e-mail and/or U.S. Postal Service. Distribution of these items to those requesting and the Board of Trustees is in accordance with the Open Meeting Law.

The law provides that the minutes are public records and have permanent value. The minutes must be retained by the public body for five years, and then may be transferred for archival preservation. The Incline Village General Improvement District is the public body designated to retain these records. ***The minutes must be available for public inspection within 30 working days after adjournment of the meeting.*** Meetings may be recorded on audio/video tapes in addition to the written minutes. If so, the entire meeting must be recorded. The recording of the meeting must also be made available for the public inspection. The audio tape must also be retained by the public body for two years.

Meeting Protocol

Attendance

A majority for the IVGID Board of Trustees is three (3) members out of the five (5) member Board. When an item is brought before the Board, and there are three (3) members present, the item must be unanimously approved by the three (3) members present otherwise the item fails. It is each Board member's responsibility to notify the District Clerk and/or General Manager of his/her absence, from a Board meeting, in a sufficient amount of time (one month's notice is preferred) to allow for the proper planning of agenda items.

Schedule

The Board of Trustees meeting schedule is set via policy. Currently, the Board of Trustees typically meets twice a month however that schedule may change from time to time. Typically, the meetings for the months of November and December are reduced to one meeting per month



so as to allow the Board of Trustees and District staff to spend time with their families over the holidays.

The meetings take place at the Chateau located at 955 Fairview Boulevard in Incline Village. This building can be set up to accommodate approximately 250 members of the public and has built in audio recording equipment to facilitate our compliance with NRS statutes for audio recordings. The District also uses Livestream to broadcast its meetings however it is a complimentary item versus an NRS/Open Meeting Law requirement.

Agendizing and Removal from Agenda

Board members may request, to the Board Chair, that an item be added to the agenda. If the requested item is not to be included, an explanation should be provided to the Trustee and some type of accommodation is made. This request must be made in sufficient time to allow the item to be properly described on the agenda. All backup materials required to allow sufficient discussion of the Board item must be provided to the District Clerk in sufficient time to allow it to be included in the Board packet for both the Board's review and the general public. As an example, when the Board meeting is on the last Wednesday of the month, that meeting agenda will be posted on the Friday prior to the meeting. The District Staff and Board of Trustees reviews, as an agendized item, the Long Range Calendar which includes all the dates of when materials are required.

A Board member, at the time of the approval of the agenda during the Board meeting, may request that an item be moved from the Consent Calendar to General Business to allow for more detailed discussion, may ask that an item located on the agenda be deferred to a later time, and may ask that the position of an agenda item(s) be relocated. It is suggested that Board Members discuss their wishes prior to the Board meeting with the Board Chair so that the Board Chair is not surprised by their requests and understands the reasons behind such requests.

District Staff, at the time of the approval of the agenda during the Board meeting, is represented by the District's General Manager and as such the District General Manager will make the request to move, delay or defer any agenda items. Generally speaking, the District General Manager will only take such action when new information has been received at the last moment or the situation has changed such that the recommendation needs to be reconsidered.

Staff Role at Meetings

Senior Staff and Directors typically attend all Board of Trustees public meetings. Their presence is in support of the Board of Trustees, their agenda items and to respond to questions directed to them, at the discretion of the Board of Trustees, by the general public. These employees are exempt employees and thus no overtime costs are incurred for these individuals to be present at these meetings.

Agenda Notebooks

It is District Staff's responsibility to provide the Board of Trustees with a detailed packet for information supporting those items on the agenda. Each Trustee will be provided, typically no later than the Friday preceding the Wednesday meeting, a notebook of information supporting each agenda item as applicable. This information may also be supplied, upon request by individual Trustee, electronically i.e. in PDF format. On that same Friday, the requesting members of the public shall be mailed their packet. This process can be delayed to the Monday preceding the Wednesday meeting in event of an emergency (i.e. weather, machine failure, etc.). It is each

Trustee's responsibility to ensure that they have read the materials prepared for them so that they come to each meeting prepared to discuss the items on the agenda. If they have any question or concern about the materials provided on an agenda item, they are encouraged to ask questions of the District Staff, starting with the General Manager, **prior** to the meeting. The thorough understanding of each matter on the agenda allows the Board of Trustees meeting to proceed in a timely and orderly manner.

Typically, the agenda will include various reports made by Staff or a Trustee which are relevant to those members in attendance and/or the general public, Consent Calendar items which are items that the District Staff deems as being typical, routine and non-controversial, and General Business items which are items that the Staff would like to have dialogue with the Board of Trustees or get feedback from a multitude of sources. Occasionally, a public hearing is incorporated into an agenda for the purpose of providing a time certain period of public comment on a particular topic or topics. When a public hearing is held, there are additional requirements which District Staff will fulfill.

Techniques and Tips

Agenda Tips

- The agenda should be clear and complete so as to clearly identify the agenda items and allow discussion of each agenda item.
- Posting of the agendas should be in substantial compliance with the Open Meeting Law.
- Mailing of the agendas should also be in substantial compliance with the Open Meeting Law. If the agendas are mailed within the required time frame, the intent of the law has been met. Incline Village General Improvement District is not responsible for mail delivery.
- Notes on contents of the agenda:
 - *Correspondence*. Correspondence is included in the Board packet if it is received in time for its inclusion. Correspondence received after production of the Board packet is verbally noted as received and then included in the following Board packet.
 - *Public Comments*. The Board of Trustees has adopted an advisory statement which is included on each agenda.

Minutes Tips

- The minutes should reflect what happened at the meeting.
- The minutes belong to the Board of Trustees and are not open to comment from the audience under the section of the agenda to approve the minutes. Comments to the minutes can be made under "Public Comments".
- The minutes should be approved in total, not as a portion. If a portion of the minutes are questioned, the entire set of minutes should not be approved until the questionable section is clarified.
- Corrections to the minutes of the past meeting are made at the current meeting; the corrections will be reflected in the current meeting's set of minutes and approved at the following meeting.
- The official (approved) minutes are on file in the Incline Village General Improvement District office and are available for public review.
- Correspondence received can be noted in the minutes, but need not be included in the contents of the minutes.

- Information commenting on an item on the agenda of a past meeting *cannot* be submitted for inclusion in the minutes after the minutes of that meeting have been approved.
- Members of the public are encouraged to submit their public comments in writing so that they can be attached to the applicable meeting minutes.

Meeting Tips

Since the official business of the Board of Trustees can be conducted only at a meeting, it is important to make sure that the Board of Trustees meeting is structured to encourage public participation. If the Board of Trustees meeting is long, complicated and focused only on Board of Trustees members, then the meetings will eventually lose public participation. The following are some guidelines to follow to help ensure smooth meetings:

- Start on time.
- End at a reasonable hour.
- Follow the agenda (It is a violation of the Open Meeting Law to discuss items not appearing on the agenda.)
- Encourage the public to participate.
- Wait for recognition from the Chair before speaking.
- Ensure no one person dominates the discussion.
- Actively listen.
- Do your homework (prepare) before the meeting.
- Don't hold unnecessary meetings.
- Do not take or make matters or comments on a personal level.

Ways to Stimulate Community Participation

- Send random letters inviting community members to meetings.
- Hold regular meetings.
- Make agendas easily available.
- Invite residents to get together before community issues are considered.
- Send thank you notes to people who provide input and suggestions.
- Request community groups to designate a representative to attend meetings.
- Make meetings comfortable rather than intimidating (i.e. less formal).
- Make meetings interesting and don't drift or bog down (i.e. keep meetings short and to the point).

Meeting Room Environment

In addition to these guidelines, the meeting room environment is also crucial to a smooth meeting. Here are some items to check:

1. Room size is adequate for anticipated crowd.
2. Temperature set at comfortable level.
3. Enough seats and agendas available.
4. Adequate lighting and sound system.

Advocacy Roles

Incline Village General Improvement District Board of Trustees meetings should provide a forum that encourages candid and frank sharing of citizen concerns and issues. It is especially important



that Board of Trustees meetings be conducted to allow a "neutral playing field" so all present feel comfortable sharing all sides of any issue. Board of Trustees members, in conducting a meeting, must be careful to avoid giving any perception that the meeting or sharing will be slanted or limited to the detriment of full and open sharing.

Any Trustee who is personally or financially affected by a particular issue or project being discussed should:

1. Disclose, as part of the record, his/her involvement with the issue or project and, if applicable, any financial relationship or involvement relating to or resulting from the project or issue to determine participation or withdrawal; or
2. If chairing the meeting, temporarily release Chair to the Vice Chair.
3. If it is determined that there is no conflict, since participation of an elected official is favored, then the member shall participate in all matters of the issue.
4. Should a Board of Trustee member wish more information, the District General Counsel can make available relevant conflict material(s).

A Board of Trustees member may also choose, under the above circumstances, to recuse him/herself from the Board and participate from the audience as a private citizen on the particular project or issue.

No Trustee may represent the Board of Trustees in other proceedings, orally or in writing, as advocating a particular position unless the specific topic under consideration was discussed and/or voted upon by the Board of Trustees. In making any representation, the Trustees must be careful to report on the issues and concerns - both pro and con - as presented to the Board of Trustees, in addition to any vote result.

Representation and Communication

Two equally important responsibilities of a Trustee are representation and communication.

As a Trustee, you can make unique and special contributions through the Board of Trustees participation because often times your personal well-being is deeply intertwined with that of your community. It is up to you to understand and fairly represent the views of your Incline Village and Crystal Bay constituents. You should be active in the community, have good rapport with and support from your constituents, and "keep your ear to the ground". You should be aware of the total range of viewpoints and use good judgment in providing issues and areas of concern to Incline Village General Improvement District. This is a big responsibility and can take considerable time and effort.

An equally important responsibility is developing and maintaining good communication with the Incline Village General Improvement District General Manager and Staff - particularly with the General Manager. With good communication, you will play an important part in making the District responsive to the needs of Incline Village and Crystal Bay.

Issue Management

Issue management is a tool to help you identify issues of concern that affect you and your constituents. Once you have identified these issues, then you can let the appropriate people know about the issues in a timely fashion. This ensures that you and your constituent's concerns become part of the policy-making process of the District. Developing issue management skills is

an important aspect of the Board of Trustees membership. It allows you to use informally gathered information to better advise and relay concerns to the District Staff. This information allows for the Trustees to anticipate issues before they become disruptive and to become part of the process to resolve those issues. Protection of community interests, increased productivity, fewer delays and reduced costs are all benefits of early issue detection and resolution by the Trustees.

Five steps to help you manage and resolve issues are:

1. Identify issues:
Talk with your constituents about their problems or needs. Use your knowledge of the community to understand how this problem or need affects the community. Share this information with the Board membership so that later all of you will be able to gauge if proposed solutions will solve the problem or satisfy the need.
2. Communicate:
Find other people affected by this problem or need in order to hear their views. Seek out the places where people in the community meet to share ideas or to pursue common interests (e.g. the local market, the day care center, the Recreation Center, etc.) Make sure you have a good understanding of the problem or need.
3. Separate themes and ground issues:
Try to find the real issue(s) behind the problem or need. In issue management, this is known as separating issues from themes. Frequently, people complain about a problem (e.g. government is not listening to me) which hides their real need or issue (e.g. why has my road not been graded in two years?). Once you have identified the real issue, check with other people who share this problem/need to make sure you have put your thumb on the real issue (this is known as grounding the issue).
4. Develop options:
Work with the appropriate people from the community and District staff to develop different ways to resolve the issue(s). After you develop these options, make sure you once again check with the people who have the problem/need to ensure that the proposed solution will indeed satisfy their problem/need.
5. Implement and evaluate:
Work with your community and District Staff to implement the preferred option. Make sure you and the community is part of the process to resolve the issue. Afterwards, take the time to identify things that went well and those that need work to better prepare yourself for the next time.

Issues that are non-operational in nature that could affect the District will be given to the Chair who will address and disseminate to all members of the Board of Trustees and the District General Counsel. An example would be a complaint against a Trustee or a complaint regarding a District policy. If the issue involves the Chair, the Vice Chair and the District General Counsel will be informed.

District Operations



Management Overview

The Incline Village General Improvement District is managed by the General Manager who is hired and is the only contract employee of the Board of Trustees. The employment contract of the General Manager is available upon request to the District Clerk. Each year, the General Manager is given a performance evaluation by the Board of Trustees. Effective October, 2005, this performance evaluation is conducted in open, public session.

The General Manager is responsible for the District staff which consists of approximately 110 full time year round employees and 300 seasonal and part-time employees depending upon the season. There are Directors (Director of Public Works, Director of Human Resources, Director of Finance, Director of Community Services, and Parks and Recreation Director), Communications Coordinator, and one District Clerk which are direct reports to the General Manager. The General Manager is also responsible for the District General Counsel which is a contract position and does not reside in the District offices.

The following identifies the authorities delegated to the General Manager through various District documents:

1. Strategic Planning, **Policy 1.1.0**, 0.1 Initiate the Strategic Planning Process
2. Conduct Meetings of the Board of Trustees, **Policy 3.1.0**, 0.6 Rules of Proceedings, f. Contracts, g. Claims; 0.8 Agenda Preparation, 0.9 Reconsideration, 0.12 Authorization to Sign Checks, 0.13 Facsimile Signatures, 0.15 Consent Calendar and 0.17 Legislative Matters
3. **Policy Resolution No. 103** (Resolution 1475) Establishing a Policy for the Granting of Easement Across District Property
4. **Policy Resolution No. 105** (Resolution 1480) Adopting a Personnel Management Policy
5. **Policy Resolution No. 110** (Resolution 1493) Policy Statement on Community Relations Expenditures
6. **Policy Resolution No. 111** (Resolution 1494) Policy Statement on Collection of Delinquent Special Assessments
7. **Policy Resolution No. 113** (Resolution 1517) Use of Trademark by Private Businesses and Persons
8. **Policy Resolution No. 115** (Resolution 1527) Use of IVGID Boardroom
9. **Policy Resolution No. 116** (Resolution 1538) Establishing Penalty and Interest Charges on Delinquent Accounts and Collection Thereof
10. **Policy Resolution No. 120** (Resolution 1575) Group Use of Beaches
11. **Policy Resolution No. 121** (Resolution 1581) Adopting Policy and Procedure For the Settlement of Lawsuits and Related Claims
12. **Policy Resolution No. 127** (Resolution No. 1619) Complimentary Recreation Privileges
13. **Policy Resolution No. 129** (Resolution No. 1632) Relinquishment and Acquisition of Utility Easements and Encroachment Agreements
14. **Policy Resolution No. 132** (Resolution No. 1701) Fundraising/Donation Activities at IVGD Facilities
15. **Policy Resolution No. 134** (Resolution No. (not issued) Policy Governing Service of Alcoholic Beverages at IVGID Facilities
16. **Policy Resolution No. 135** (Resolution No. 1760) Temporary Dog Park at Village Green
17. **Policy Resolution No. 136** (Resolution No. (not required) Policy concerning access to District Property and the Use of District Facilities for Expression
18. **Policy Resolution No. 137** (Resolution No. 1801) Policy for the Provision of Records to the Public



19. **Policy Resolution No. 138** (Resolution No. 1849) Naming/Dedication of IVGID Facilities and Acknowledging Important Local Persons, Events or History
20. **Ordinances:**
 - a. 1 – Solid Waste
 - b. 2 – Sewer
 - c. 3 – Water
 - d. 7 – Recreation Pass
21. **Golf Complimentary Privilege Policy**

Facility/Venue Overview

The Incline Village General Improvement District owns and operates several recreational and event venues within the community. They are the Recreation Center, Incline Beach, Ski Beach, Burnt Cedar Beach, Hermit Beach, Diamond Peak Ski Resort, Mountain Golf Course, Championship Golf Course, Aspen Grove, Treatment Plant, Chateau, Skateboard Park, and various pump stations.

Included within the Nevada Revised Statutes are two chapters which are relevant to two of our venues - Chapter 455A: Skier Safety and Chapter 455B: Recreational Parks.

The main office of Incline Village General Improvement District is located at 893 Southwood Boulevard. The General Manager, Director of Human Resources, Director of Finance, Director of Community Services, and the District Clerk all have their offices in this building.

The Board of Trustees has an individual mail receptacle located within the main office where District Staff places materials for each Trustee.

Vision Statement

With a passion for quality of life and our environment, Incline Village General Improvement District will enhance the reputation of our community as an exceptional place to live, work, invest, and play.

Mission Statement

The Incline Village General Improvement District delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability.

Value Statement

We are dedicated people providing quality service, for our community and environment, with integrity and teamwork.

District Mantra

One District • One Team



Ordinances

The Incline Village General Improvement District has four ordinances that govern the community. They are:

- Ordinance 1: An ordinance regulating solid waste and the collection of garbage, rubbish, waste matter and refuse, and the collection, removal and disposal thereof
- Ordinance 2: An ordinance establishing rates, rules and regulations for sewer service
- Ordinance 4: An ordinance establishing rates, rules and regulations for water service
- Ordinance 7: An ordinance establishing rates, rules and regulations for recreation passes and recreation punch cards

The Public Works Department also enforces landscaping requirements, which are a subset to Ordinance 4, Article 18.

The Tahoe Regional Planning Agency (TRPA) governs the noise within our community. Chapter 23 of their regulations is what the Incline Village General Improvement District follows with respect to noise. When our community members have a concern, regarding noise, the District staff references this regulation and suggest that the community member telephone the Washoe County Sheriff for assistance.

Policies and Practices

During Fiscal Year 2007/2008, the Board of Trustees adopted a strategy, in parallel with the Government Finance Officers Association, of having policy statements and accompanying practices. Each policy statement is presented to the Board of Trustees for the adoption. The District's website has these items included on it.

Resolutions

The District Clerk of the Incline Village General Improvement District maintains the Resolution Log for the District. Currently, the District has a list of close to 1,900 resolutions. Resolutions are issued for a myriad of reasons; adoption of a seal (Resolution 2), addition of powers (Resolution 185), dedication of the Administration Building (Resolution 1740), Approval of the Recreation Standby and Service Charges (Resolution 1741) as examples.

As time progresses, technology advances take place, and, in general, operating situations change, the District Staff amends resolutions to fit these changes. These amendments and new resolutions come before the Board of Trustees for ratification and support.

Strategic Management Plan

The Incline Village General Improvement District has a Strategic Plan. It is a living document that is revised and refined with changing conditions, acquisitions, industry practices, etc. It is under the direction of the General Manager that this plan is followed. A copy of the Strategic Plan for the Incline Village General Improvement District is on its website.

Websites

The Incline Village General Improvement District has a host of interconnected websites (golfincline.com; diamondpeak.com; insideivgid.org; ivgid.org; etc.) for its different venues and



departments. The home website, for the District, is yourtahoeplace.com. At this website, the Trustees and community will find a multitude of useful information including contact information, District calendar and various links. Each Trustee has a photograph and contact information located at this website. This allows the community to have 24-hour access to the Trustees, via e-mail, and for our new residents and visitors. Trustees are required to annually file a financial disclosure statement which is available at the Nevada Secretary of State website.

Document Retention

The District maintains a multitude of documents in retention in accordance with its approved, by the State of Nevada, document retention schedule. One of the primary locations, accessed by the District Clerk and other selected key District Staff, is IVGID Archives. At this network server location, the Board of Trustees agendas, minutes and agenda packets are scanned and kept. The audio recording of the Board of Trustees meetings and other public meetings are kept by the District Clerk in digital format at the Administrative offices. Another location, administered by members of the Finance, Accounting and Information Technology team, is the parcel master files.

Intranet

The Incline Village General Improvement District, in July of 2005, launched an intranet which is an internal website for District employees only. This website can be accessed, using internal District computers by using the web address of www.insideivgid.com. This intranet is an intuitive tool where District Staff can access forms, calendars, telephone directories, etc. Its expansion is dependent upon the need of information for the District Staff and it is administered by the Information Technology team.

Recreation and Beach Fees

The recreation and beach fees are used to support the various recreational venues available to the property owners and residents of Incline Village/Crystal Bay community which is annually charged and billed on the Washoe County property tax bills. Billing the recreation and beach fees, on the Washoe County property tax bill, is a cost effective method to keep the cost of administrating the recreation and beach fees down. Each fiscal year, a Recreation and Beach Fee table is prepared. There are approximately 8,222 billable parcels/units within Incline Village and Crystal Bay.

Purchasing

Nevada Revised Statutes Chapters 332 and 338 discusses, in detail, the requirements for local government purchasing.

Budgets – Operating

Each year, Staff prepares a detailed calendar outlining all operating and capital tasks and important milestones to be met by Staff and the Board during the budget process. The budget process can begin as early as November and it is statutorily required to conclude by the end of May. The Board of Trustees takes an active role in the budget process and is asked to attend several Board budget workshops to ensure the Board of Trustees understands all aspects of the budget process. These budget workshops are typically held on the first Thursday meeting and additional workshops are scheduled, as needed, by the Board and Staff. This occurs during the last meeting of the month when the Board of Trustees and Staff review the Long Range Calendar.

While it is rare, occasionally Saturday meetings are convened. All meetings are all held in accordance with the Open Meeting Law and the public is invited to attend. In May, the Board of Trustees must hold public hearings for the (1) operating and capital budget and (2) proposed recreation and beach fee. Later on, in the same meeting, the Board adopts the applicable fiscal year operating and capital budget as well as adopting the recreation and beach fees.

Budgets – Capital Improvement

The Incline Village General Improvement District Capital Improvement Plan (CIP) is an important planning tool that is used to link the District's physical development planning with fiscal planning. The CIP lists the projects needed to preserve the significant investment the District already has in infrastructure, as well as improvements needed to spur community economic growth and development.

The CIP document is a policy guide and is not intended to replace future District budget decisions. The District has in place a CIP Review Team which reviews the recommendations and requests for CIP Projects made by department/division staff.

There are two general categories for CIP projects:

1. small improvement projects and major maintenance needs which compete for revenue in the annual budget cycle; and
2. major projects requiring the expenditure of public funds (above annual operating expenses) for the purchase, construction or replacement of physical infrastructure in our community.

A CIP project can include the following:

- **Land:** land, easements and rights-of-way
- **Structures:** feasibility studies, construction costs, architectural, engineering, legal and related expenses; major renovation or additions
- **Equipment:** equipment to serve a new facility or replaces existing equipment in facilities (e.g. furniture, fleet vehicles, library books or computer systems)
- **Other Expenditures:** cost-sharing arrangements between the District and outside parties; purchase of water rights, etc.

The Trustees are involved in the CIP process as they review the data sheets submitted as part of the budget process.

Holiday Schedule

The District Staff enjoys eleven holidays each year - New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Family Day (the day after Thanksgiving) and Christmas Day.

Employee Meetings

All Employee meetings are held twice each year – typically December and August. These meetings celebrate the achievements of the District employees.



Safety Week

Safety Week is generally held the third week of October and is comprised of each employee conducting area safety checklists, watching videos and participating in other related events. This program is lead by the District Safety Officer who is supported by the Safety Committee members.

Venue Seasonal Operating Dates

Diamond Peak Ski Resort opening is weather dependent but generally opens early in December.

The Championship and Mountain Golf Courses openings are also weather dependent but generally they open late May with the Mountain Golf Course opening one week after the opening of the Championship Golf Course.

The Tennis Center opens early May and closes mid-October.

The Recreation Center is open year round.

Policies and Procedures

The Incline Village General Improvement District has policy and procedures in effect. Policies and procedures are those items which have a District wide effect on general business practices. These are located on the District website under "Resources".

MINUTES

REGULAR MEETING OF MAY 6, 2020 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Wednesday, May 6, 2020 at 5:00 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

On roll call, present were Trustees Peter Morris, Tim Callicrate, Sara Schmitz, Matthew Dent, and Kendra Wong.

Also present were District Staff Members Director of Public Works Joe Pomroy, and Director of Finance Paul Navazio.

No members of the public were present in accordance with State of Nevada, Executive Directive 006 and 016.

C. PUBLIC COMMENTS

District Clerk Susan Herron said that one written comment was received from Garrett Simon; it will be attached to the minutes of this meeting.

Bret Hansen said good evening Trustees and that his name is Bret Hansen and he is the District Manager of Incline Village for Waste Management. He wanted to give an update on how we are managing our work during this COVID-19 epidemic. First, he is happy to report that we have zero cases of COVID-19 amongst our employees and we are working diligently to keep it that way. Our drivers, who are essential workers, are devoted to ensuring that your municipal solid waste is picked up every day. We have ample stock of hand sanitizer, face masks, and gloves to protect our workers as well as disinfectant wipes and sanitizer to clean our offices and trucks. Unfortunately, these changes include suspension of excess waste collection, also known as the "pine needle program." We must prioritize trash and recyclable collection as these volumes are significantly up in recent weeks. We expect continued increased residential volumes for the duration of the crisis as residents have been ordered to stay at home and shelter in place. Because of that,

we have temporarily suspended extra bag pick up to focus our drivers and collection services on immediate customer needs for collection of trash and recyclables critical to protecting health and public safety. We are maximizing our automated collection equipment whenever possible. This limits the physical touching of the items that we pick up. Our employees, like many other essential workers during this time, are very concerned about their safety and want assurances that we are doing everything possible to protect them. They are concerned about their exposure and bringing back the COVID-19 virus back to their families. Waste Management is committed to providing our employees with the safest working conditions possible. Excess waste collection has been temporarily suspended in all of Northern Nevada. We have been following the State of Nevada's guidance in regard to social distancing and we continue to monitor the changing situation. We have been in constant communication throughout this crisis with Public Works and the Interim District General Manager to review our processes. Last week, we reopened the Incline Village transfer station to the public. This week, we have begun to allow customers with pine needles to dump free of charge – regardless of stickers and not using their four free dumps. We understand that this is not a solution for every customer, however, we are constantly monitoring the situation to do what is best for both our essential workers and the public. We understand that Incline Village is in a fire zone and the pine needle program is a valuable tool to reduce the amount of fuel that a fire may use. We want to assure you that we are doing our best to provide necessary services to the community while ensuring the health and safety of our customers and our employees. As more information about the state's reopening plan is unveiled, we will continue to reassess the situation and begin picking up the pine needles as soon as possible. Please keep in mind that once the Spring collection program begins, it will continue for a full twelve weeks from the start date.

Ryan Sommers, Fire Chief for North Lake Tahoe Fire Protection District, said with the announcement of Waste Management and following the CDC guidelines, and the extra pickup of pine needles and green waste, we do feel that there is little bit of fuel load thus we have offered to go and pick up the pine needles for any client where there is an issue. These pickups will not go on forever and they will cease when the sticker program goes into effect.

Linda Newman said as we confront the health and safety challenges of this dangerous pandemic on our staff and our community and the economic fallout on our citizens and our District's finances, there is no margin for error. NONE. Now is the time for professionalism to triumph over personalities and performance to overtake promises. We must begin by placing the leadership, responsibility and accountability where it belongs – with the Board. Interim GM Winquest is eager to take on his responsibilities, but is unable to do so because he has no experience

in setting priorities and running a District and is operating with a skeletal staff. New Director of Finance Navazio has just arrived and does not have an understanding of the District's operations and as he lacks a CPA does not have experience in preparing financial statements or opining on compliance with Government Accounting Standard Board Statements. Our Director of Public Works has not satisfactorily budgeted or executed capital projects and has significantly mismanaged lining our storage pond and replacing the 6 miles of failing effluent pipeline. Our public records officer has difficulty complying with public records requests and the Nevada law governing public record requests. We have recently terminated Counsel Guinasso who has invited a public records lawsuit that has mired our District in what will soon be hundreds of thousands of dollars of legal fees with independent counsel Beko. Now is the time for this Board to approve the engagement of independent experts to provide the professional expertise this Board requires to effectively manage our District and provide the necessary outside resources for our interim General Manager to succeed in his new position. It is also necessary for you to exercise your fiduciary duties and properly shepherd our public money. You cannot in good conscience pay Mr. Beko more than \$42,000 for unapproved and unbudgeted legal expenses. Terminate Mr. Beko immediately and engage a competent lawyer to settle Mr. Smith's lawsuit for public records. She also recommends that the Board revise Policy 3.1.0 and restrict the Interim General Manager's spending authority. Not increase it to \$100,000. How we prioritize and implement Capital Improvement Projects must be overhauled from start to finish. A construction project audit and internal controls review is a good start.

Cliff Dobler said this is on the Smith litigation; a quote from Indra Winquest, January 15 memo to the Board of Trustees – this case started out as case about public records has now morphed into a case about attorney/client privilege. Now this is it, it is vital that this District do everything within its powers to protect this privilege. So there you have it, why. According to Winquest, this lawsuit is not about his right to obtain public records but instead about protecting the one and only person Jason Guinasso who decided on his own without authority that a massive number of documents requested by Smith were attorney/client privileged. From July 30, 2018 to the end of 2019, several actions have ensued. The court decided that Smith was not to pay anything to obtain public records, IVGID asked the court to reconsider and was to go home and IVGID argued about a privilege log that was totally irrelevant and Smith asked the court to perform an in-camera review to determine if 13,000 documents withheld by Guinasso were actually privileged. The court decided that an in-camera review was premature and the court would also dismiss IVGID's motion for summary judgement. Everybody went home for Christmas. In January 2020, Smith motioned the court to ask IVGID to release

approximately 500 documents which could not possibly be considered attorney/client privileged and requested a status conference. IVGID caved paving a way to review the 500 documents seemingly knowing that a defense was impossible. In exchange for release Wong as a defendant, Smith and IVGID agreed that a master would be selected from six attorneys, three each, to review the 500 documents and determine which of the documents are truly attorney/client privileged, if any. The hearing is scheduled on May 13 wherein the court will select the master and the results will come back in the summer. Who will pay the master, the loser which of course will be IVGID. Meanwhile, in this nightmare, Guinasso being the instigator and unauthorized decision maker on attorney/client privilege has been fired. Two Board members have stated in public meetings that all the records of the District are public information. The Nevada Revised Statutes requires the citizens are entitled to public records. What has the citizens gotten so far – lawsuits and legal fees. IVGID has recently threw a settlement offer to Smith which will undoubtedly be rejected. So where does IVGID stand if the master determines that most of the 500 documents were in fact not privileged, Smith will have won again and probably make a motion to the court that the remaining 13,000 documents should be reviewed. Logic suggests that this will be the result. His recommendation is that this Board get off their butts, live up to their obligation and decide what documents are truly not attorney/client privileged, deliver them to Smith and end the litigation and seek recovery of legal fees from Guinasso.

Judith Miller said thank you to the Audit Committee as she listened to their meeting today. It was wonderful to hear that the Audit Committee is taking on the responsibility of being a fiduciary to the citizens. She thinks that internal controls are sorely lacking and hopefully the Board will go forward in hiring someone to head up that effort as well as approve the new policy. Reviewed the packet for tomorrow and we still don't have a very clear picture of what each department, division and fund would look like without the Recreation Fee because instead of appearing under the appropriate program or venue as the facility fee, the capital and debt portion appears as a transfer from that convoluted device that we all know as the Community Services Fund. Second, it is very difficult to read the line item reports in the workshop packet because they don't have descriptions from that legend of our account structure. It would also be greatly appreciated if someone could fix those reports and post them so that those descriptions show. Third, what is division 990, it is not included in the legend so if you could add that, she would appreciate it. Have an idea for a new revenue source – how about Christmas tree sales. IVGID has areas where trees were thinned and they are now filling up with the perfect sized Christmas trees - we could certainly use some new revenue at this particular juncture. Hopefully, you will also consider some cuts as we can always go back and add things but once things are in this budget, it is very difficult

to stop that from moving forward so please be very cautious in your approval of the budget.

Aaron Katz said that he is submitting a couple of written statements that he asks by attached. \$42,000 – his statement is going included some information, you will see that Mr. Guinasso and Trustee Wong are clients and they are obligated to pay these fees. Trustee Wong is not off the hook as she is not removed from the agreement. He agrees with Mr. Wolfe that at the Audit Committee, you need to do your job and that is don't pay attorney fees for litigation you don't know about. This litigation was caused by Mr. Guinasso so go to him. His written statement includes information from 1965 when Mr. Tiller got the right to public recreation and that it was not to be used it to acquire any other recreation. Bocce is a different type of facility thus it becomes an unconstitutional item. Learned today we have spent more than ninety thousand dollars with eleven thousand dollars being spent on design and engineering work. We spent over one hundred thousand dollars for a Community Services Master Plan in which we were all surveyed and the public said don't spend money on new projects and maintain what we have. This Board is going to do the opposite which is disgusting. Mr. Warren sent an e-mail to the Interim District General Manager that Recreation Fee be reduced to four hundred dollars and the response was that is impossible as we will have to shut down our facilities.

Gwen Paul said she was calling to show some appreciation for IVGID and that she would like to start with how excited she is about bocce ball. She has been watching the remote wellness courses and it is really nice to have a resource/outlet as an essential worker who can't go to the Recreation Center. She got an e-mail about golf and she is super excited about getting back on the course. She is excited and she tunes in far too often to these meetings and she wants the Board to know that the majority of people are really happy. The beaches have been fantastic and lovely. It is frustrating to hear the same people when the reality is we are thankful for what you do. Please stay healthy.

Frank Wright said he is a candidate for the Board of Trustees. The agreement that was signed by Trustee Wong, Mr. Guinasso and former District General Manager Pinkerton to retain ETS was done without anyone knowing that they were signing it. They committed themselves to the fees to get public records. The lawsuit moved on for eight months and the Board should have had involvement in this lawsuit as there are three individuals who are clients and they are responsible to the costs. When you break it down, let's say that the District General Manager can initiate this work then you have two more people – Trustee Wong and Mr. Guinasso. If you divide this into equal parts, it means one third each. Trustee Wong you owe

thirty thousand dollars and Mr. Guinasso owes thirty thousand dollars. If we finish, and pay Mr. Smith's fees, you owe another thirty thousand dollars each. Look at why this lawsuit took place - Staff and Mr. Guinasso worked together to hide information and had these people gone before the Board, been above board, maybe the Board could have helped out. Mr. Guinasso doesn't have any clients and unilaterally he became his own client and attorney. It is unbelievable.

Margaret Martini read from a written statement which is attached hereto.

At 5:29 p.m., the Chairman called for a three minute break. The Board reconvened at 5:31 p.m.

Trustee Schmitz said that Mr. Hansen just spoke about twelve weeks of pine needle pick up; the contract says sixteen weeks – can we get that clarified please.

Mike Abel said there is an ongoing issue with Waste Management and then there is the Smith litigation which other participants have adequately handled. He has, within the last hour, e-mailed to the Board members internet links to the petitions that he has sponsored on both of these issues. He wants IVGID to kick the heat up on Waste Management to make them perform properly on their contract with IVGID. Interim District General Manager Winqest has done a good job of standing up for in this area but it is not time to let up. Using the pandemic as an excuse for not doing their job means that Waste Management is trying to cop out. He would also urge any resident to go onto to change.org and sign the petition urging Waste Management to do their job. Search Waste Management Incline Village for the link on change.org or e-mail him at mikeabel@pacbell.net. It just over four days, we have fifty signatures of annoyed residents. His second point this evening relates to the insane Smith lawsuit. Our petition has been signed by thirty nine community members protesting what has already been talked about by others on the Board. He says let Smith review the 13,000 e-mails and Trustees should direct Beko to terminate any defense actions and terminate the lawsuit, pay Mr. Smith his legal fees and say goodbye.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for any changes and said that on General Business Item G.6. he has received some additional information that he has become privy to today and therefore he would like to move that item to the next meeting. Trustee Morris said he would like to have General Business Item G.3. removed and take that forward to the next meeting as the information is incomplete, a bit of mess, he hasn't time to review it, and it is missing the transition plan. Further, he would like

it redone in a proper format so we can compare it as he finds it impossible to compare so let's get it redone and represented next month; let's get it right. Chairman Callicrate asked for Legal Counsel guidance. District General Counsel Alex Velto said it is your discretion and you can hold a vote if you desire.

Chairman Callicrate made a motion to ask the Board members who was in favor of moving forward with General Business G.3. Trustee Schmitz seconded the motion. Chairman Callicrate called the question – Trustees Callicrate, Schmitz, Wong and Dent voted in favor and Trustee Morris voted opposed. Chairman Callicrate said the vote was four to one so General Business Item G.3. is left on the agenda.

Chairman Callicrate said that the agenda is approved as revised.

E. DISTRICT STAFF UPDATE (for discussion only)

E.1. Interim District General Manager Indra Winqest

Interim District General Manager Indra Winqest went over his submitted report.

Chairman Callicrate said that he has been in contact with the Interim District General Manager every day and sometimes more than once per day and that the Interim District General Manager has been in contact with all of us at least a couple of times per week so the District is not being operated in a vacuum. Things change every day and they are on the upside. We are taking all the safety precautions to keep people safe. If you are someone that has some comprised activities and in the age bracket, you need to be responsible and we need to get the District operating again. We are evaluating everything as it moves forward and we are trying to avail the necessary resources to make sure they are best in an expedited manner. As they become more available, they will be made available to the community.

Trustee Schmitz said thank you for making the adjustments at Ski Beach based on the pleas from the paddlers and asked if this has been communicated. Also, do you have sort of a timetable relative to beverages and food and beverages at the beaches. All employees are critical team members and are we taking temperatures before they come to work to ensure that everyone is safe and healthy.

Interim District General Manager Winqest said that he is not sure how we have gotten the information out to the paddlers and that he will work with our communication team to get that message out. The gate is unlocked at 7 a.m. and the armed gate is closed. When we get the boat ramp opened, we will allow drop-offs. We are on hold right now until TRPA gives us the okay. Staff did meet with Incline Spirits on Monday and they want to get out there. Their contract typically begins on Memorial Day and they are fully aware that nothing is happening in the month of May however they may be down there setting up. We did talk about a contract adjustment and he wants to wait a little bit longer. They are laser focused on their operation and all the requirements. Ready to go when they can be; right now, in a wait and see mode. Staff is not currently checking temperatures and we have made it extremely clear to our Staff to check their own temperature. Staff is very well versed on what is going on and we have discussed this topic as well as discussed the opening of our indoor facilities. Staff is sorting through some things so that if we do decide to do that, especially at the beaches, we logistically need to get a lot worked out. It is certainly something worth evaluating and discussing.

F. REPORTS TO THE IVGID BOARD OF TRUSTEES *(for discussion only)*

F.1. District General Counsel: Law Firm of Hutchison & Steffen

District General Counsel Velto said he had nothing to report.

F.2. Board Treasurer Sara Schmitz

Trustee Schmitz said in the past few weeks, Director of Finance Navazio has been inundated with all the scenarios with our budgets however the two of them have discussed what is needed for the Treasurer's report and they will be meeting next week. She wants to make use of the technology opposed to having some human being to create some type of report; meeting next week to take it to the next level.

F.3. Audit Committee Chairman Matthew Dent

Audit Committee Chairman Dent said that the Audit Committee held a meeting earlier today and that they had several items and they got through two items – the draft framework on internal controls and Policy 15.1.0. We will be holding another Audit Committee meeting at a date/time of to be

determined. Agenda items would be the engagement letter and communications received from the District and the related actions thereto.

Trustee Morris said that he compliments the Director of Finance for getting the workflow together as the discussion was great and it is a good mark of what the Director of Finance has been doing for us; compliment all involved and the Director of Finance for leading that effort.

G. GENERAL BUSINESS (for possible action)

G.1. Review and discuss criteria for pending capital improvement projects (Requesting Staff Members: Interim District General Manager Indra Winqest and Director of Finance Paul Navazio)

Interim District General Manager Winqest and Director of Finance Navazio gave an overview of the submitted materials.

Chairman Callicrate said that there was a comment made about the spending authority of the District General Manager. Our Interim District General Manager has made it clear to him that he won't move forward unless the Board gives the okay because he wants to be cautious. He appreciates what the Interim District General Manager is trying to do and so let's really focus this as he is taking it seriously. Interim District General Manager Winqest said that he has received correspondence from residents about why are we deferring and how are we handling this. We are sensitive to not deferring to next year and doubling our capital expenses and that this is about spending. Beaches is an ongoing project and at this point in time, his spending limit is \$100,000 however he does fully intend to bring a lot of these to the Board to discuss and have final approval.

Trustee Schmitz said that she has a request and that is to include, in Priority A, projects and incentives that deal with our internal controls. We have talked about how important they are and then tie that in with agenda packet page 17, and the e-commerce software, which suddenly integrates all of our systems together and make sure that is a system that would facilitate and improve the District's internal controls. The other thing that she wants to mention is revising Policy 3.1.0 by integrating signature levels so we have consistency on what contracts come to the Board and what ones don't and to add this to our long range calendar. Trustee Schmitz concluded by stating that anything related to internal controls should be category A.

Trustee Dent said that he likes this and that it is a good approach. He agrees with Trustee Schmitz about projects that are in the internal controls category should be more of an A priority.

Trustee Morris said that he has nothing to add and that is it good to see our Director of Finance leading some of this charge and it is heading in the right direction and he appreciates that effort.

Trustee Wong said that she likes the framework layout as it is responsible and makes sense. On the projects that are potentially cancelled, she knows that our Staff has worked really hard to time these projects and that it isn't that the projects aren't unnecessary so let's look to push them out and not cancel them.

Chairman Callicrate said that is a good point and that from his discussions, we are probably leaning towards pushing them out but obviously if it is critical we may have to do something.

Interim District General Manager Winquest said that internal controls are professional services and to not worry about that because it isn't capital and Staff is fully committed to moving forward. With e-commerce, not as much as internal controls, as this will give us a better e-store. Staff really wanted to wait to get together with the new Director of Finance and with having our eye to the future.

Director of Finance Navazio said on internal controls that this fall under liability and risk management and projects that help the District avoid liability and risk management. For e-commerce, yes, internal controls are a component but this is a financial system component and moving Diamond Peak/Ski into the twenty first century. All of the Board's comments have been pretty spot on.

Interim District General Manager Winquest said for a few of these projects that have been cancelled, the Director of Finance came in and got some control and is asking why these projects are important and some of the projects weren't really relevant to where the District was going. It is our job to always identify these projects that have always been in the long term.

Trustee Schmitz said she had a follow up question – Interim District General Manager Winquest and she were e-mailing about a couple of paving projects that are current budgeted projects within the General Manager's signing

authority and asked if they fell through the cracks of being evaluated in this manner.

Interim District General Manager Winqest said no, this work was done as Ski Beach and it had to happen as that pavement was in extremely poor condition with the earth crumbling underneath it and serious cracking. At Incline Beach, it was pavement maintenance. At the Recreation Center, it was a large project and he asked our Engineering team to look at other opportunities to mitigate and how far we can push it out. The contract had been signed, the beaches are extremely important, and thus taking care of the pavement maintenance down there is; there is analysis every year.

Chairman Callicrate said we can get into more of that tomorrow, this was a great overview and initial rolling out and he feels very heartened about this as there is always room for improvement with nothing cast in stone as they are in constant motion.

G.2. Review, Discuss, and Possibly Authorize Staff to issue the Notice to Proceed for the Bocce Ball Courts– 2020/2021 Capital Improvement (adjusted) Project: Fund: Community Services; Division: Recreation Center; Project # 4378LI1804B; Vendor: Rapid Construction in the amount of \$68,860. (Requesting Staff Member: Director of Public Works Joe Pomroy)

Chairman Callicrate said before we go into this, this is for four bocce courts not two. Interim District General Manager Winqest said yes, it is for four bocce courts and referenced agenda packet page 21 and then proceeded to give an overview of the submitted materials.

Trustee Morris said he has no specific questions and that he is good with it. He has spoken with Interim District General Manager Winqest about social distancing, etc. and stated that this is an excellent addition and really good to get this project going.

Chairman Callicrate said as in tennis, the bocce community has been very patient and we appreciate that as it pays off as they are getting four courts as opposed to one or two with the opportunity of minimal outlay for the community. This is a great opportunity to move forward and he is in support of this project.

Trustee Morris made a motion to authorize Staff to issue the Notice to Proceed for the Bocce Ball Courts – 2020/2021 Capital Improvement (adjusted) Project: Fund: Community Services; Division: Recreation Center; Project # 4378LI1804B; Vendor: Rapid Construction in the amount of \$68,860. Trustee Dent seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question – the motion was unanimously passed.

At 6:33 p.m. Chairman Callicrate called for a break; the Board reconvened at 6:43 p.m.

G.3. Review, discuss and possibly take action to approve the amendments to Policy 15.1.0.; these changes will take effect upon the completion of the transition plan (Requesting Trustee: Trustee Sara Schmitz)

Trustee Schmitz gave an overview of the submitted materials.

Trustee Morris said that he has a number of questions and that it was pointed out to him that the transition plan was in the Board packet so thank you. The easiest thing is for him to ask his questions and see how we get along.

Q: Last page on the meetings – there was not a 3.0 in the previous policy, assuming this is new as it is not highlighted as new text and he was a bit unsure on that and he took it as new as it wasn't redlined. Page 15 of Audit Committee packet – did try to map this to the old 15.1.0 and had to give up on that task.

A: Redlining was really difficult so if you are looking at page 15, the font that is in the opening paragraph, can you see how the font is larger so when the font is larger than this is the text that existed before so do you see the paragraph where it says "Government Finance Officers" that is new and as it relates to the meetings, it is a new heading however some of the content that is contained within were basically ideas or things that had been struck in other areas so they just got moved.

Q: Page 15 of Audit Committee packet, you struck the as required by the NRS 354.624 and he wonders why you struck that because particularly in the new section 3, you included the NRS number,

specifically 3.1 where you have got NRS 241. So wondering why you took out that reference and put in a different NRS reference.

A: What she was originally trying to do when she was doing the striking, notice the blue text, the very last word said responsibilities, what she was trying to do with each item that struck was that she was trying to identify where it was moved to but she had to remove those words because when Staff went to create the clean copy the word "responsibilities" showed up so this was moved into the section that talks about our responsibilities so in here we have got more detail talking about the annual independent report, we have got, first of all, we talk about managing the external procurement process and then making recommendations and then facilitating the external process so all of this and submit so all of this is an expansion of all that statement. So what she took this and all of it got covered in our responsibilities. So then if you look down at the bottom of page 15 you can see, again, she wrote a comment about responsibilities so that got moved into responsibilities so maybe it helps you if she can just go through and say that is incorporated in responsibilities. On page 16, that very first paragraph that is struck, that got moved into our organization so it is referred to there. So those are the only things that, you know, just got moved someplace else. So she was trying her best to create a little bit of a roadmap but it was making more difficult when Staff went to create the completely clean version of it.

Q: In the past, when we revised policies, if we had a policy that was basically mirroring what was in NRS, the previous Boards have chosen to just reference the NRS rather than expand that in our policy which means that every time we update that policy or every time the NRS is changed we have got to go in and change our policy so this seems sorta in reverse of what we have done before. If it is in the NRS, we should just, what we have done in the past, is refer to the NRS statute and that way if that statute changes, we still are responsible to that statute.

A: Yes, it is really nice to explain to the general public what our responsibilities are and not everyone can refer specifically to an NRS so we have it in here under our particular responsibilities.

Trustee Morris said that most of our public comments do tell us when we are not following NRS. Trustee Schmitz said if Trustee Morris would like her to add that into our responsibilities, she has no problem with doing that but if it is clearly documented in here what our

responsibilities are and the bulk of it has to do with the annual audit. Trustee Morris said that he thinks we should refer to the NRS but it is fine but Boards in the future will have to review every NRS to make sure that our policy, the new 15.1.0, is related to that.

Trustee Wong said hold on as it might be as simple as putting in a statement that says if our policy contradicts with NRS, then NRS supersedes our policy. Trustee Morris said he likes that. Trustee Schmitz said and in addition she has it in here that we annually review the Audit Committee Charter and we submit a report to the Board of Trustees accessing the results, duties and responsibilities and providing any recommendations for revisions.

Q: The bottom of page 15 – took out submittal of annual audit report – can you point out to him where that appears in the new text as he didn't see that one.

A: 2.4.6.

Chairman Callicrate said it is on agenda packet page 19 of the Audit Committee, look in the middle of the page, 2.4.6 says submit a written annual Audit Committee report to the District's Board of Trustees in conjunction with the presentation of the annual audit. We have been talking about this, it is confusing from the blue line to the cleaned copy and because of the formatting issues that is why but this is good. Chairman Callicrate said that he wants to make sure that Trustee Morris is comfortable so if we kinda of talk over one another it is not intentional it is just we are trying to all of us get to the same thing all at once so that is a good thing and he appreciates Trustee Schmitz taking the time to explain because it is a little confusing for him as well so thanks.

Trustee Schmitz said you have no, you guys think it is difficult, it's confusing, you should have tried to have actually have done it as she had to go between three different documents and my God, she was pulling her hair out. Trustee Morris said that is sure that many members will think that he's pedantic but this is actually something that he used to do in many of his proposals in his corporate career so that's why he is a bit of a stickler because in the end they always used to end up as contracts and we were committed to and here they are policies; anyway, he gets that.

- Q: He read 2.4.6 and it doesn't say that the report we will also assess the results of the fulfillment of their duties; he would like that.
- A: What was that Trustee Morris? Can you say that again, she is sorry.
- Q: The new 2.4.6. basically says the first part of the old sentence on page 15 but the old sentence also had accessing the results of its fulfillment of its duties and responsibilities.
- A: 2.10.

Chairman Callicrate said page 21.

- Q: On the top of page 16, that first paragraph is struck out and could you point him to where that is in the next policy.
- A: Everything that is in that blue paragraph, that is covered in our organization, so organization starts right down below it and it talks about how a committee is comprised, that they shall be independent, they can't have consulting so if you look right at the very bottom of page 16 this is where it talks about that they can't, you know, they can't be affiliated with anyone in the District so all of this concept, all of this language is covered within this section that is called "Organization".
- Q: Are we changing any other Board policy to state that we will have an Audit Committee because you know that first paragraph says each year the Board of Trustees may establish the need for an Audit Committee blah, blah, blah and he didn't see that stated anywhere but maybe it is there but we have got to make sure that the Board can appoint or can construct an Audit Committee.
- A: That is described right here so at the top of page 17 it says "Annually, the Board of Trustees will appoint up to two Trustees to be voting members" so this is all of the description about what the responsibilities of the Board is as far as appointing people to the Audit Committee.
- Q: Yes, but that doesn't establish the Audit Committee, top of page 17, that just says that we will appoint two Trustees.
- A: So it says, in the middle of page 15, "To be effective an Audit Committee should be formally established by the Board of Trustees, adequately funded, and properly documented" so that is what this is doing.

Trustee Morris said to be effective, it does but he doesn't feel it establishes a need for an Audit Committee and no doubt he is in the minority for one but he doesn't think it is what we are going to do.

Q: Moving on to page 16, this is more a question than a concern, in the organization paragraph, this is paragraph 2 on page 16, it talks that the three Board qualified members and he had a question mark there, to whether or not, we don't define what those qualifications are. He knows that, as he read in the break, that in the transition plan, the sorts of people that we are going to look for but um.

A: If you look at page 17 and the bullet that says "At-Large members" it says "At-Large members shall be appointed by the Board from the applicants with the appropriate expertise so that is up to the Board to decide who has the appropriate expertise; the Board is appointing these people. And it also talks about people, the members of the Audit Committee should understand auditing, accounting, financial reporting, internal controls, so that is in the second paragraph underneath where it describes the qualifications for the members of Audit Committee.

Q: The bullet points on pg. 16, which are the sorta of, and to your point, the requirements, those are presumably, those are required complete as they are not all ors or either ors because it doesn't state that so somebody must have all two, four, five of those bullet points in there.

A: That is to fulfill the financial, that is to fulfill the advisory role, that is describing specifically the advisory role and the qualifications for anyone to fulfill the advisory role to the.

Q: Right, what's the requirement for the member at-large.

A: Peter, it says here that members of the Audit Committee should obtain an understanding of accounting/financial reporting, internal controls and be able to, with the assistance of the financial advisor, to deliberate on issues to which the community, uh the committee is responsible. So this is, the Board of Directors is the ones that is going to be appointing these people at-large and we will be specifically requesting people who have experience in accounting, internal audit and they will have skills that our Audit Committee, in the past, have not possessed so she is hoping this is going to be an enhancement to our Audit Committee.

- Q: Okay, so then, what was in our agenda packet, the, uh, he is looking for the transition plan, let's see, so we don't really need, in the transition plan item number 3 because it is already stated in policy that those are going to be required, right.
- A: So this is something that we have never done before so we actually have to go out and solicit applications for those roles and she means that is an activity that we have to take on in order to fulfill and build this Audit Committee so she wanted to get for you as you specifically asked for a transition plan so these are the steps in order to actually build the Audit Committee in the way in which this is described and it is not an overnight switch turning on as we have to go and solicit for the people at-large, we have to go through the interview process and appoint them and once that is done, we can have the Audit Committee complete.

Trustee Morris said that he doesn't need a point-by-point and that he is just asking his questions. Trustee Schmitz said she is sorry. Trustee Morris said if needs point-by-point we will do that as well but the thing is if you are recruiting rather the Board is recruiting for at-large then it should be specified in the policy is his opinion what those requirements are and we will move on because he thinks that is wrong.

- Q: On page 17, first bullet point, annually the Board of Trustees will appoint up to two Trustees and he has two questions – one, it doesn't talk about term so these are presumably terms for as long as they are Trustees.
- A: It says annually, so annually, each year just like you do now.
- Q: So alright, so annually, the Board of Trustees will appoint the two Trustees, but at-large members will serve for two years; why is that?
- A: It is consistency even in here when she describes the annually she even says "Appointing Trustees to serve successive years increases the consistency and allows for knowledge retention" so it is the same concept to have that consistency and to have that carry over just like it is on our Board as we don't have everyone getting elected every single year you have to have a process for which there is turnover without complete disruption so it is the same concept.

Q: No it is not and it says it will appoint up to two Trustees so it could be that there is only one Trustee to be on our Audit Committee.

A: It is up to the Board.

Trustee Morris said he thinks we should have two Trustees and not up to. Trustee Schmitz said so let's say two Trustees, that's fine.

Q: In the second bullet point, At-Large members, you said that one member will serve a one-year term and second will serve a two-year term. He doesn't see anything about the third at-large Trustee and what term they will serve.

A: All that is explaining Peter is that you will have to have one of the at-large that only serves for one year.

Trustee Morris said he understands all and that he is only talking about the third one and not those two as they are identical. Trustee Schmitz said so you have one that is there for one year and then the other that are there are for two years. Trustee Morris said right but what about the third. Trustee Schmitz said they are there for two years. Trustee Morris said it doesn't say that. Trustee Schmitz said it says for the first appointment one member will serve a one-year term, the others serve a two-year term. Trustee Morris said it says and the second will serve a two-year term. Trustee Schmitz said let's change it to the others. Chairman Callicrate said something that was not audible.

Trustee Dent said that the second bullet point says each subsequent appointment will each serve two year terms. Trustee Morris said he is talking about the initial appointment as there are going to be three at large members and you have identified the service for two of those at-large members but that the third one isn't and that he just thinks that changing that to one member will serve a one-year term and the two others will serve a two-year term. Chairman Callicrate said let him jump in for a minute as he doesn't mean to interrupt. The first sentence says for the first appointment and the second one says for each subsequent appointment, so if the Board itself said we want to have five at-large members, then you could have each subsequent from that first year appointee. So the each subsequent means each subsequent member so if there is two subsequent members there is two subsequent members if there are three or four or five subsequent members then it will address that and he thinks that's why the

information was put in like it was. To your point, he understands why it is you are talking about all three but it is handled in that second statement because it is each subsequent appointee or appointment and that encompasses whether it is two more or four more or however many the Board of Trustees itself wants to expand it further down the road. Trustee Morris thanked Chairman Callicrate and said that makes sense.

Q: And so the last confirmation for him on that then is that, just like with the Board where we have a three and two here we will have a one and two so one at-large is appointed one time and then two are appointed the next time and then one and then two; is that right.

A: Yes.

Q: In the paragraph at the bottom of page 17, the text that was struck out he was a little worried because there it says or the way that he reads it and he may be reading it wrong so definitely tell him, "bring to the attention to the committee any work that is beyond the scope" but then it doesn't say what is going to happen if it is beyond the scope. Where before it said "unless authorized by the Audit Committee" and so he doesn't know what happens if the external auditor brings a requirement for more work which is outside the scope what happens to that.

A: Well, depending on the situation it may be something that the Audit Committee actually has to take back to the Board of Trustees. If there is something that causes additional budget to be needed or what have you, we would go back to the Board of Trustees. It is not something that would be just contained there, the Board of Trustees needs to be informed and involved especially if there is additional scope of work to be done.

Trustee Morris said he is not sure why we wouldn't state that.

Q: On page 18, the last sentence in 2.0, the Audit Committee at a minimum shall have the following authority and responsibilities; can you tell me where that is laid out in the new one.

A: Right above it, it says we fulfill these responsibilities, we must.

Trustee Morris said without authority, right. Trustee Schmitz said we have the responsibilities and these are the things we must do in order to fulfill our responsibilities. Trustee Morris said but you have no

authority to do them now. Trustee Schmitz said why is that. Trustee Morris said because you have taken that word out “at the following authority and responsibilities”. He thinks it should be it is the authority and responsibility of the committee to provide independent review otherwise you are a committee with no responsibility. Trustee Schmitz said it just says there what the responsibility. Trustee Morris said you are a committee with no authority and he thinks you need to be a committee with authority so he thinks it should say it is the authority and responsibility that the Audit Committee provide independent review.

Q: 2.3 – wondering if that is new. It says “take subsequent action to engage an external auditor for the District’s Comprehensive Annual Report”.

A: Yes, this is new.

Q: How is it done now?

A: It is the same way; it’s just written down.

Trustee Morris said so it appears in the original 15.1; Trustee Schmitz said no, it was never written down. Trustee Morris said it is new but it is not new. Chairman Callicrate said that the actions have been taken in this regard to have an external auditor but it was never written down in the format that we are trying to put in where it is specific to each of these arenas so that we do have a robust document and clearly this is a document that is not going to be cast in stone, it is never going to allowed to be changed because we know that as future Boards and as future Audit Committees come on board, or even with the current makeup, things six month down the road, which is his recommendation, that in a six month time frame or over the course of the next several months, if we realize with Paul and his input which he has been instrumental in working with Sara and putting this together to make sure that we are doing what we should be doing and that this is just trying to more meat on the bones that we haven’t really had spelled out specifically. Trustee Schmitz said so one clarification, if you look at page 20, on page 20 the beginning of the strike out that begins that says “to select evaluate and if necessary replace” so that text is being filled in 2.2.2 and 2.3.4. and then the next one which is 2.2 that is struck out those items are covered in 2.3.5 and 2.4. Trustee Morris said that there are a lot of numbers there and that he is just trying to catch up with you so don’t worry. Trustee Schmitz said that

she worked really hard to make sure that nothing was dropped. Trustee Morris said he can believe that and that he thinks that answers it for him.

Q: Page 19, 2.4.4, just want to check as he didn't see that before and he is assuming that it is new text and that he knows what you said about the font and he apologizes as he thinks that is bigger font but anyway but his general question or thought is if we are going to have the external auditors also review the unaudited sections and letters that maybe a bigger scope of work than we done before so as we budget for the future we need to make sure that we budget those costs in as they don't do those at the moment so that would be an extra piece of work so we have just got to make sure that we um.

A: It doesn't necessarily assume that this is actually being by the auditors but that this was a responsibility of the Audit Committee and the committee itself is responsible for reviewing the CAFR in its entirety including the unaudited section and letters.

Q: Could you give me an example, in 2.5.3 review any off balance sheet items, could you give me an example of or not of any off balance sheets items.

A: No she can't because she doesn't believe we would ever have it and probably shouldn't have it so she would work with Director Navazio on that because she doesn't believe we should have any off balance sheet financing.

Q: How would you know.

A: I would ask the Director of Finance as the Director of Finance handles that.

Q: Would you ask if there is any off balance financing.

A: Absolutely, absolutely.

Q: He says no and then there is.

A: Well, that a problem for our internal controls, isn't it?

Trustee Morris said yes and he said he would appreciate it if you could use some conversation. Trustee Wong said well, off balance sheet items aren't so unusual. Most companies have them by way of purchase commitments. It used to be leases but leases are now going on to the balance sheets. It is kinda of a standard accounting term.

Trustee Morris said that he appreciates that, thank you for that, and he figured that it was but he didn't know that this was the meaning that Sara conveyed. Good, we are getting on so don't worry.

Q: It is alright; it is just a typo.

A: Where is there a typo Peter?

Q: Page 21, 2.8.4 – double the's.

A: She sees it.

Q: 2.9 – he is concerned about putting something in the future with no real definition to it. We all agree that this is something that will occur over time, but he thinks if we put that into a policy as future, he feels that we ought to have some parameters around it as to when and how and those things which he thinks would over complicate this process. so for him he would prefer and he knows that there is one other future one somewhere further in, in the chapter.

A: She doesn't think so and that she thinks that is the only um, oh there is one other as there is something in the meetings where in 3.7 in the meetings she put in future where there is an internal auditor. She put that in as a truly, as a placeholder, just so that it isn't forgotten and she is continuing our committee is continuing to work with the General Manager and also the Director of Finance as it relates to this role. Um, they both felt it was an important role but we have to take steps to get there. So it was purely put in as just to have a placeholder so we could, at some point in time, so that if it's something that we do want to, we will review this and determine whether we want to make changes to what is here. This is not cast in stone especially in the future but it was purely just so it isn't um it doesn't fall off the plate so to speak.

Trustee Morris said he understands that but he just think the place for a placeholder is within the policy. Trustee Schmitz said that we can take it out and that this is up to all of us to decide if we want to leave it in here or take it out. Trustee Morris said one hundred percent and for all of his colleagues, he thinks it would be inappropriate to put that in there. There will be discussion and he is getting through stuff. He knows that this is a long time and that some people are getting really annoyed with it

Q: At the bottom of page 21, 2.5, with that paragraph struck out, really it is sort of the last line where it says you know where it is considered

unnecessary when circumstances arise beyond the scope that would/could result in additional fees. And so he is worried that this could be removing from the safeguard for additional fees and that he was wondering how you incorporated that into the new one.

A: Well that is all in deciding what we want to have as this is related to the audit engagement letter which is something that we were just talking about even today. So if you would go back to the engagement process that is where we look, um 2.3.1 – we make recommendations on the scope of work including the identification of funds to be audited. 2.3.2. if necessary, identify and recommend additional services to be performed. That is rather verbose but he hears what you are saying.

Q: Page 22, 2.7 and he is wondering if that is incorporated in what you just said there as well.

A: That is in 2.10.

Q: 2.10 is about the minutes of the meeting, right and he was talking about.

A: 2.10 says the Audit Committee is to submit an annual report to the Board of Trustees accessing the results of the fulfillment of its duties and responsibilities. And the only reason it went below the future one, is because Mr. Navazio wanted things sort of organized together and it fit in a logical sequence there as opposed to after an annual review of our performance. So 2.8 that is struck here on page 22 that is covered in organization, 2.9 that is struck is covered in organization, 2.10.

Trustee Morris said to hang on as that is going too fast and he is still dealing with. Trustee Schmitz said oh she was just trying to help you to cross reference where things were that is all. Trustee Morris said well he has a question about 2.8

Q: 2.8 – he didn't see where there would be a designated primary contact for the auditor or staff so do we still have a designated primary contact or can anybody contact the auditor about anything.

A: The Audit Committee members can.

Q: But anybody on the Audit Committee they can go backwards and forwards. Normally we have always gone through the Chair like on the Board of Trustees would go through the Chair to talk to the public like tomorrow's call, the Audit Committee we have gone through the Chair

to address the but now you are going to say any of the five members of the Audit Committee can go to the auditor and you know ask questions, send them on different trails, and they have got to do that, is that right.

A: That would be up to the Chair as to how they want to handle that.

Q: It doesn't say that

A: It will be up to the Chair.

Q: But it doesn't say that.

A: It says there is a Chair of the committee.

Q: He knows it says there is a Chair of the committee but it doesn't say that the Chair will be the designated, primary contact.

A: No, it doesn't because.

Q: But you should always have a designated, primary contact with an auditor.

A: Okay

Trustee Morris said that he thinks we should have a designated, primary contact which is the chair of the committee.

Q: 2.10 on page 22, it is talking about minutes, and he didn't see anywhere else where it is saying that the committee is keeping minutes; could you point them out to me.

A: On meeting, page 23, meetings, 3.1 and NRS 241 and she verified that this includes in order to comply with Open Meeting Law it already assumes that you have to have meeting minutes. It is part of complying with Open Meeting Law.

Q: He is worried because that goes against what you said on his first thing about because you expanded the NRS because people may not refer to the NRS and won't understand what it means so you spelled out in fine detail and here you are saying you aren't going to spell that out in fine detail rather you are just going to say we are just going to NRS 241 if you want to know what that is look that up.

A: It is open meeting law.

Q: No, he understands what it is and he is just saying that one time you are expanding the NRS and the other you are concaving the NRS.

- A: So would you like her to add a sentence here that says “minutes will be taken for all meetings” would that make you feel better.

Trustee Morris said no. Trustee Schmitz said okay. Trustee Morris said no because he doesn't have 241 open in front of him so it is not sure. Trustee Schmitz said that she actually just verified, she didn't pull it up herself as she just verified it with Susan. Trustee Morris said okay, can you confirm to him that 241 also says that the Audit Committee will report its actions and activities at the next regularly scheduled meeting of the District's Board of Trustees otherwise we have got no way of having a report to the Board though if you can confirm that is in 241 then that okay. So he would like to know that 241 states that the committee must report to the Board.

- A: Peter, the meeting minutes are going to be out on the website just like they are now.

Trustee Morris said that is not what he asked. Trustee Schmitz said what is it that you asked. Trustee Morris said that he asked whether NRS states that the Audit Committee is required to report on its actions and its activities at the next regularly scheduled meeting of the Board of Trustees. Trustee Schmitz said we have that already at our meeting. Matthew Dent reported today on our Audit Committee meeting; she is not sure she is understanding what is it that you are asking for. Trustee Morris said he is sorry and he will try and say it one more time; he honestly doesn't know how to say this differently – does the NRS. Trustee Schmitz said no and that she doesn't believe it does so what do you want added here. That is what she is asking what is that you want. Trustee Morris said he wants 2.10. Trustee Schmitz said fine, she doesn't care. Trustee Morris said he wishes that you would care as you are the Treasurer of the Board and you ought to care about these things. Chairman Callicrate said okay, look guys, we are towards the very end of this and let's just, um, let's. Trustee Morris said thank you Chairman Callicrate, he appreciates that. Chairman Callicrate asked Trustee Morris if he has had a chance to get his concerns addressed. Trustee Morris said he has a couple more and we will move on from that. Chairman Callicrate said okay. Trustee Schmitz said wait, wait, what she is making a note and so far she has made a note of a typo on the redline version on page 21, there is a double the so she made a note of that and then she made a note that in the meetings it is going to 3.1 is going to add the language that is struck in 2.10, okay. Trustee Morris said is that all so

far. Trustee Schmitz said that's it. Trustee Morris said he is going to have to refer to the minutes as he hasn't been able to take notes on all of these so he was going to look at the minutes because he thought there were other things that you said you were going to do but that may not be. Trustee Schmitz said no. Trustee Morris said he thought that there were so he will have to refer to those minutes to check.

Q: 3.3, you have taken out that you are going to review all newly received correspondence so he assumes that to mean that at every meeting you will review all correspondence however long ago that it was sent to you.

A: So what we had discussed is having a standing agenda item on every meeting where we review correspondence that we have received. So in today's meeting as an example and we didn't get to that part of the agenda, we had received, she thinks, three e-mails from constituents with questions or concerns or that sort of thing. So this is just saying that this is, that is part of what we will do at meetings is we will review correspondence to determine if any action is needed.

Trustee Morris said he understands that but why would you only do those few items, and he knows that you didn't get to it in the meeting, he understands that but this says you are going to review correspondence, not recent, not since the last meeting but all, and one has to assume it says all correspondence and then in 3.4 below, you have the separate thing about past correspondence. Didn't make sense to him to take out newly received correspondence. Trustee Schmitz said what was really taken out was all, all correspondence, because in the event that the Audit Committee receives something that is sensitive or that is confidential because some of the things that we might receive might be anonymous from an employee that it might not be that we review every single correspondence and that will be up to the judgment of the Chair of how he wants to handle that. But there may be situations where we don't openly review every single correspondence in public. Trustee Morris said that this worries him immensely. If a whistleblower wants to make an, if an internal whistleblower wants to make an anonymous item/correspondence then the Board Chair alone can decide well that is not worth bringing forward so they are not going to and that never gets aired because that one individual has the power over it whereas he thought that certainly previously where we have had a situation where there has been any internal whistleblower there has been about zero or hardly

any they were brought to the committee and again they were anonymous so you are saying that this is no longer going to be the case and whoever is elected chair of the committee has the power of veto of what's considered a whistleblower complaint or not. Trustee Schmitz said that's not what at all what's intended. Matthew, that was at your request so do you want to cover that.

Trustee Dent said yeah so there was an item that came on as part of the Audit Committee that he thinks was two meetings back and we did not include the correspondence that was received from the member of the public because there were allegations in there and it names members of Staff and so we had received it, we discussed it and we did not put the correspondence we received from the public in the packet. We did not name individuals that were named in those correspondence in the memo so he thinks that is an example of where we may not put something in there and he means if something, and another item he guesses could be something where we need to get legal involved right away and we need to call a legal non-meeting so that is another example but he feels like you need more clarification on that as he doesn't think anyone is trying to not address these issues as he thinks all we are trying to do is protect individuals that are coming forward and protect individuals that are being alleged of doing something that may not be true so he would say that is more of a judgment call and that he has talked to Trustee Schmitz about that. When we put this newest item on there where we are reviewing the correspondence that we have received, the plan is to have that as a running agenda item and he has told the District Clerk that we should just have that a running agenda item even if we don't have any correspondence received as it is just a placeholder because any time something comes in, and we got something today, and he sent it off to Director of Finance Navazio because it has something to do with Legal was reviewing and an item that was being talked about within the agenda or what was proposed to be discussed within the agenda today. So he thinks how we are handling it is correct and he doesn't know if there is something else we can do there but he doesn't want to have all new correspondence are put into the Board packet just for the safety of a potential whistleblower or a member of Staff or someone else that is being named and potentially we shouldn't be putting that in there.

Trustee Morris said he got a little hung up and concerned because you said that you and Trustee Schmitz discussed a particular item and given that there are only three of you on the committee that means that a quorum of the committee had a private meeting about a particular item so he is worried that this occurred. Trustee Dent said that he doesn't think we should waste any more time on your bogus allegations, let's move on. Trustee Morris said there was no allegation, there was concern. Chairman Callicrate said okay guys, right now stop. Trustee Dent said Trustee Morris you are just splitting hairs dude. Chairman Callicrate said stop. Trustee Dent said let him say his piece. Chairman Callicrate said alright. Trustee Dent said one of the members of the Audit Committee was proposing to put an agenda item on the agenda and he is the Audit Committee Chair, he reviews those items so he doesn't know where the issue is. We didn't have a discussion we just talked about the agenda item. Trustee Schmitz said he gave me. Trustee Dent said it is no different said yeah go ahead to Trustee Schmitz. Trustee Schmitz said Trustee Dent just gave her feedback on this thing on why he wanted this changed. Trustee Morris said that Trustee Dent said discussion and he wasn't make any accusations, he is just concerned because as we all know we have a very fill in the word small cadre of people who love to lobby OML complaints against us and we don't want to open ourselves up for that so he definitely agrees that just as is the general Board that the Chair will ultimately determine the agenda and typically in consultation with the GM and the legal counsel and as you mentioned he thinks that should be the same in the committee and it doesn't necessarily need expanding in language here as he is definitely not trying to split hairs and he knows that he is really annoyed at him and that is just too bad as you presented him with this cat's cradle of a mess and he is trying to pick him way through an awful document. Chairman Callicrate said he is going to jump in here and he knows that Trustee Morris has a couple of things he wants to ask but here is the deal, whenever he would ask a question in the past or Trustee Dent we were excoriated by you and others on the former Board. He is giving Trustee Morris the opportunity that he and Trustee Dent was afforded in the last. Trustee Morris said what was that. Chairman Callicrate said it was when we would bring anything up, why didn't you talk to the Director of Finance, why didn't you talk to your fellow Trustees, on and on and on. You can continue to ask the questions you need to ask of Trustee Schmitz to get clarification and once you have that, he is going to be calling on Trustee Wong but he wants to

make sure that you have an opportunity to ask whatever questions you need to ask so that you feel you got the information and that they have been answered. Chairman Callicrate said he really wants Trustee Morris to have that and he really doesn't want to cut off Trustee Morris but he is making a point of clarity, let's continue, do you have additional questions or concerns that you would like to ask of Trustee Schmitz regarding the changes that are being proposed in this document. Trustee Morris said that he does have a couple more but that he does need to respond to Chairman Callicrate's comment as he thinks it is insulting and totally incorrect. He never stopped you from doing any of those things and the one thing that he did call out and the reason why he is asking these questions in this open forum is because we cannot speak to our fellow Trustees and have a serial meeting. Chairman Callicrate said you are not having a serial meeting talking to one of your fellow Trustees to get clarification so whatever you have been told by somebody, it is incorrect. Two of us cannot talk to a third person that's a serial meeting. Please ask your questions and if not, he is going to go to Trustee Wong. You can finish asking your questions and let's go on please. Trustee Morris said but not in the Audit Committee where there are three members.

Q: His other concern is with 3.3 because if there is a complaint or a whistleblower it would appear that nothing is done until the following meeting yet he maybe misreading this but if an Audit Meeting is like three months hence and the day after the last Audit Meeting a whistleblower action comes in, he doesn't see a mechanism to deal with that and he thinks there has got to be a mechanism where the Audit Chairman or maybe it's where you call a special meeting as he just wants to make sure that people aren't hanging out there.

Q: The last thing, you will be pleased to know, he didn't see anywhere in the new one, again Trustee Schmitz you can probably point it out to him, he believes, and others may need to comment on this, he believes that one of the other formal requirements of the Board is to receive, he is not saying accept it, but to receive the Audit because he thinks you have to receive that as part of our requirements and that we can't submit a CAFR until it is received.

A: The Audit Committee delivers that to the Board.

Q: So you write the audit report?

A: Come on Peter, can we just actually have a conversation.

- Q: He is asking, how are you going to have that report or receiving it.
- A: Yes, we do. Let me go back and find specifically which one – let's see, we review the auditor's report of findings and recommendations with management and the auditor. We review the CAFR. We follow up on any corrective actions, it is in 2.4, all of 2.4 is facilitating the external process.
- Q: And where do you receive the auditor's report. He sees that you review in 2.4.3.; review the auditor's report of findings and recommendations with management and the auditor, review the CAFR in its entirety, follow up on corrective action.

Chairman Callicrate said that 2.4.6. says submit a written annual Audit Committee report to the District's Board of Trustees. Trustee Morris said where is that. Chairman Callicrate said 2.4.6. Trustee Morris said so the committee is writing the audit report. Chairman Callicrate said no, that isn't what it says, it says submit a written annual. Trustee Schmitz said it does say submit. Trustee Morris said he was sorry but he didn't hear the comment. Chairman Callicrate said that the Audit Committee submits a written Audit Committee report to the District's Board of Trustees in conjunction with the presentation of the annual audit and the annual audit is done by an external auditing firm and so the Audit Committee furnishes their report that goes to the Board of Trustees and then the Board of Trustees, as you know, we have to make a decision of whether we receive it or not receive it or we recommend and approve it or we don't approve it. So that is for the entire Board to take that position and so with 2.4.6 it just further fleshes out that the Audit Committee has a report in conjunction with the annual audit that is done by the external auditor at least as he understands it. Trustee Morris said that he thinks that it says you write the audit because nowhere are you accepting it and if that's what you want to do, that's what you want to do.

Chairman Callicrate asked if Trustee Morris had any additional questions as he doesn't want to cut him off. Trustee Morris said no, he has no more. Chairman Callicrate said okay and that he appreciates the concerns that Trustee Morris has brought forth and he thinks we have had a robust discussion and seriously, he is not being flippant about that, there is a lot to cover here and this is a very

important policy and he wants to call on Trustee Wong as she has been waiting patiently to weigh in.

Chairman Callicrate said he appreciates the concerns and that the Board has had a robust discussion on a very important policy.

Trustee Wong said, taking a step way back, at our last meeting, we were asked to comment on an Audit Committee Charter and she has the same questions on this policy – are we reviewing and approving these two documents in tandem? Trustee Wong continued that she didn't do a line item review however in reading through Policy 15.1.0, it didn't seem to align with the Audit Committee Charter and in taking a step back, and addressing the comments, she was not the only one who sent in comments thus in looking at both documents, we don't need two documents or do we expand Policy 15.1.0 and save on us maintaining two documents.

Trustee Schmitz said that there aren't two documents and that what was requested was that she take the format of the existing Policy 15.1.0 and incorporate the charter into that format and that this is the document incorporated into the standard IVGID policy format and formatted into Policy 15.1.0 so there are not two documents.

Trustee Wong said so none of her questions/comments made it into this document.

Trustee Schmitz asked if Trustee Wong has something specific.

Trustee Wong said that she did as requested and that her changes are not in this document and that there were several items that we should discuss.

Trustee Schmitz said that she had all of kinds of inputs and that she incorporated and blended with what the Director of Finance is trying to accomplish and trying to put that into the standard policy format.

Trustee Wong said that she doesn't have her inputs in front of her.

Trustee Schmitz said when we have something like this, it is not the intent to cast it into stone but to have something that is a workable document that, as we work, we incorporate things, modifications, and changes to enhance it. It is important to bring those back and make revisions; that is the thought process behind all of this.

Trustee Wong said that she e-mailed all her comments to the District Clerk so she could forward them onto Trustee Schmitz to incorporate.

Chairman Callicrate said that we have to stick to this agenda and can't deviate; are there any further comments on this item as he wants to make sure everyone gets to get their comments in.

Trustee Morris said that he is concerned that the Chairman would consider moving forward on Policy 15.1.0 given Trustee Wong's comments and Trustee Schmitz' comments. There is only to be one policy and not a charter and that the comments given on the charter didn't make it into this document. Like before, the Board elected to defer it and get those changes in. What he worries about is that he heard from the Chair that you heard all of that but we will go to a motion. If we go to motion, no way for anyone can discuss it. He would like to refer to the minutes and incorporate all that has been stated so far and that, and he is only talking about the policy, he thinks that Trustee Schmitz is very wrong, as those are his words, and that this is a draft working document as we should be trying to make a new policy as clear as we can make it.

Trustee Schmitz said it is so much more detailed and so much more robust than what we had.

Trustee Morris said Trustee Schmitz spoke over him and that so we can get this right, is a slab more robust than the wood that was put in. No doubt this item will be taken forward and approved. He does understand what it is like to be on the opposite side; this is just a bad piece of work.

Trustee Wong said that given that this is going to be one document it would be good to see everybody comments that were submitted as there are definitely some areas that we need to discuss as a Board so it would be good to get it, compile it, and see how it came together. We have a tracked version and she doesn't know that Trustee Schmitz incorporated all of her comments so who else's got missed.

Trustee Dent said he has no comments and will make the following motion – A motion to approve the amendments to Policy 15.1.0. with the changes requested by Trustee Morris. There was no second to the motion.

Trustee Schmitz said that she didn't second but that she will walk through the changes.

District General Counsel Velto said it would be best if Trustee Dent withdrew his motion and then have Trustee Schmitz make a motion. Trustee Dent withdrew his motion.

Trustee Schmitz made a motion to approve the amendments to Policy 15.1.0. with the various changes that she verbally went through; these changes will take effect upon the completion of the transition plan which is shown below under VI. Comments. Trustee Dent seconded the motion.

Trustee Morris said that clearly this is an unsupportable motion and that he will be voting against it. It is disingenuous to totally ignore Trustee Wong's comments and that none of us can see what other put forward. This is a terrible, terrible move and the Board will do what it wants and he knows that. In the prior Board, there were votes of three to two, and statements made about not listening to us and riding rough shots. One of the things about the new Board was it was to collegiate and inclusive. This is potentially the majority riding over the minority; this is not the way we should run a District as it was not done that way in the past and it is awful.

Trustee Schmitz said that she answered all of Trustee Morris' questions and he showed her where his concerns were and she made the adjustments as identified.

Trustee Morris asked about the items from Trustee Wong.

Trustee Dent thanked Trustee Schmitz and the Director of Finance for their time and effort on this policy and that we are a lot further along and we have a lot more information. He appreciates the efforts on this and laying out the ground rules; thank you for your efforts.

Hearing no further comments, Chairman Callicrate called the question – Trustees Callicrate, Dent and Schmitz voted in favor of the motion and Trustees Morris and Wong voted opposed; the motion was passed.

Chairman Callicrate called for a five minute break at 8:02 p.m.; the Board reconvened at 8:08 p.m.

PUBLIC COMMENT WILL BE TAKEN ON AGENDA ITEM G.4.
Limited to a maximum of three (3) minutes in duration

- G.4. Review, discuss and possibly approve (1) the draft scope of work and (2) proceed with advertising for a Request for Qualifications for a qualified professional consulting firm for project review, infrastructure assessment, assessment of preliminary design work, value analysis, alternative analysis, scheduling, and cost estimating for the District's Effluent Export Pipeline and Pond Lining Projects which includes the components to store and transport wastewater effluent from the Water Resource Recovery Facility in Incline Village to the disposal facility 21 miles away in Douglas County (Requesting Staff Members: Interim District General Manager Indra Winquest and Director of Public Works Joe Pomroy)**

Chairman Callicrate announced that we will be taking public comments on this particular item and asked that the IT Team get them queued up.

Interim District General Manager Winquest gave an overview of the submitted materials.

Trustee Dent said overall, we have had a couple of meetings, had good discussions, have some constraints that we have to work through with the Nevada Revised Statutes, want to move this through as fast as possible and that as we are doing this assessment and all the parts and pieces that are connected to it, we took a good stab at it and blended a little bit of everything and worked with Staff and the constraints and it is what it is. He does have a couple of questions as he got an e-mail about the agenda and was asked if we are going to evaluate the storage tank and the pump stations as it doesn't mention it here so he wanted to hear from Staff if those are going to be included here.

Interim District General Manager Winquest said that he doesn't remember discussing those two items and he has no problem if we want to add those two items as part of this item. Director of Public Works Joe Pomroy directed attention to agenda packet page 56 which includes the pump station in the scope and that tank can be included however right now it is part of the package that is out for bid and that Staff will be bringing back on June 10; one would say that the tank is included but we definitely included the pumping station.

Trustee Schmitz said so on the Spooner Pumping Station, we spent \$575,749 on design work so she certainly hopes that we aren't having to do additional work there and that is HDR ASA#28 which was \$431,593 in 2011 and \$154,156 in 2006; it is important that those documents get included.

Interim District General Manager Winquest said as you go through the scope of services, he is hopeful that we don't duplicate work that has already been done. We will be providing a plethora of information as the project team is reviewing all the data and if they identify gaps in the data or need further clarity, certainly we would expect them to go ahead and review that and work with them on whatever they need to dig a little further into it. We hope they don't have to re-evaluate but if they do have to, we want to reserve that flexibility but not paying them to duplicate work that has already been done.

Trustee Schmitz said that she wanted to make sure that the committee was aware of that particular deliverable. On agenda packet page 57, the bullet points, June 2012 – there is a typographical error as that is supposed to be HDR instead of PDR. Director of Public Works Pomroy said that PDR stands for professional design reports. Trustee Schmitz said that she has a document here, from HDR dated June 2012, that is the draft preliminary design report for the Phase 2 Effluent Export Project. Director of Public Works Pomroy said that is most likely the same document for Phase 2. Trustee Schmitz said at the May 2019 bullet point that she is assuming that is the HDR document and the final PICA report. Director of Public Works Pomroy said that is correct and they will be background documents with the RFQ. The Spooner Pumping Stations went through a \$3.5 million construction project with full design and renovation. Trustee Schmitz said end to end and on the pond liner, [another unlined upper pond](#) and that if the upper pond has been decommissioned then it doesn't need to be looked at or reviewed. Director of Public Works Pomroy said that there are two ponds on Sweetwater Road and that it is the much larger pond that we are not looking at.

Trustee Wong said that this was a good process and a good group to work with and that the group tried to be really conscious about what the Board members wanted while having competing priorities and that they tried to distill it down to the most important and then bring the most value to our community and the project as we move forward.

Chairman Callicrate said that he was glad that Trustees Wong and Dent had a chance to work with the team and thanked them both for the amount of time that you both put in as it has been on the radar for years. Thank you also to the team who vetted this all out.

Trustee Morris said that he really wanted to express his appreciation and gratitude to all that worked on this as it is a splendid outcome and to thank his fellow Trustees who worked on this as well as the Staff as he is really very impressed with this as it addresses all that we have discussed up to now – congratulations.

Trustee Dent said that he wanted the community and the Board to know that Interim District General Manager Winquest reached out to members of the community or they reached out to him and asked if we could name them. Information was sought from a lot of people, almost like a subcommittee, and to all of the folks that we reached out to, not everything they suggested was included but we did end up with this product. One of the biggest things that he become more informed on was the Nevada Revised Statutes. Chairman Callicrate said thank you to the unnamed individuals.

Hearing no further comments from the Board, Chairman Callicrate opened the matter to public comment.

Cliff Dobler said that he wants to make a couple of points and that he was one of those people. The problem he has with it is that it says effluent export pipeline and pond lining projects which includes components to store wastewater and so what are the components. When you go down to the scope of items, there is a full end to end review of the storage pump station and you should leave on the water tank. He doesn't know if Staff is telling the truth and he thinks that Staff is telling a story there. On agenda packet page 57, we could be a little less sloppy on the information that we are providing and then Mr. Dobler went over the list of reports and stated on the condition assessment draft that the District never got a final report which bothers him. This talks about NDEP and other agencies and it talks about USACE and TTD and other agencies and there is no need to include this as it is all BS.

Yolanda Knaack said that she is a candidate for IVGID and that she wanted to make a comment and that is that on the pipeline, we should go with a company to do some of the latest technology that can put a liner in it, rather than digging it up. She doesn't know the difference in cost but we should go

with a company that has that technology. Other thing on the liner, it would be better for the environment rather than digging it up and might be less time.

Linda Newman said that she has a few comments and questions. Please also provide all plans submitted to the Nevada Department of Environmental Protection (“NDEP”) so we know what NDEP has approved and expects of IVGID so the independent project manager can address these issues first. Also, please provide all other outstanding issues with NDEP so that the independent consultant can address these as well. Can you post all the documents you will be including in the RFQ on the District’s website as many of our Trustees and our citizens may not have seen them or been aware of their contents? Has anyone called the Project Management Firms that other Nevada municipalities have used for their water and sewer infrastructure projects, so we can better target responsive consultants?

Hearing no further public comments, Chairman Callicrate closed public comments and brought the matter back to the Board of Trustees.

Trustee Dent said, regarding one of the three public comments, that in the background section, is there not a final HDR report and if there is only a draft, why don’t we have the final report. On the outstanding issues with NDEP, we already have all the plans and that the commenter might not be aware that there are some.

Director of Public Works Pomroy said that the HDR analysis with PICA is sitting at the draft level because we halted that work and we can request that be changed to final and have it resubmitted to the District. He is not aware of any outstanding NDEP issues as they released the District in May 2019 and they have been satisfied and they have released the District from that violation. Staff does not believe there are any outstanding documents.

Chairman Callicrate said per public comments, whatever information is available, please make it readily available and let’s make sure that all that information is out and available such that if they want to look at this, they can and so we are fully engaged with transparency. We want to be sensitive to any document that should be out in the public arena and that should be.

Interim District General Manager Winquest said that trenchless methods are included and that all technologies will be evaluated for Segments 2 and 3.

He doesn't disagree with Mr. Dobler's comments and we can clarify them a little bit more as we do the RFQ. There will be other documentation that the consultant will be requesting and that he and the Director of Public Works will work with whatever their needs are so they can do the best job. We will give them everything we have from NDEP and he can double check all of that as he wanted to validate public comment.

Trustee Schmitz said, based on Mr. Dobler's comments and the need for more clarity, does the scope need to be more clearly stated and defined; she will leave that up to the Interim District General Manager and Staff.

Trustee Morris said that he wanted to address a comment made during public comments and that was about making sure that we get the most knowledgeable consultant. He hopes that we are casting the net wide and deep and that we will give it out to people who could really help; he will leave all that to Staff.

Trustee Wong asked if the Director of Public Works could address Trustee Morris' comment.

Director of Public Works Pomroy said that when we go out for an RFQ we describe, in words, what the scope of work is. The consultant will submit a full scope of work that will put into full detail the scope of work. This is when the fine details will be prepared and this is more of a scope of qualifications and the scope they are undertaking; we will be bringing this back to the Board. The District tends to use Planetbids which has hundreds of consultants and contractors who are registered. We put all our plans there and an e-mail blast goes out. For the Burnt Cedar pool, it went out to eighty six different architects and we got eighty six people who picked it up and then we got six replies. We will also put out an advertisement and will reach out in multiple methods. Agenda packet page 87 has the actual document names and these six documents will be uploaded and available for them to view.

Chairman Callicrate said thank you as that helped clarify this effort to the community.

Trustee Morris made a motion to approve (1) the draft scope of work and (2) proceed with advertising for a Request for Qualifications for a qualified professional consulting firm for project review, infrastructure assessment, assessment of preliminary design work, value analysis,

alternative analysis, scheduling, and cost estimating for the District's Effluent Export Pipeline and Pond Lining Projects which includes the components to store and transport wastewater effluent from the Water Resource Recovery Facility in Incline Village to the disposal facility 21 miles away in Douglas County. Trustee Wong seconded the motion. Chairman Callicrate asked for further comments, there were none, so he called the question – the motion was unanimously passed.

G.5. Review, discuss and possibly direct the Interim District General Manager and the District Director of Finance to determine a scope of work and cost estimate for an external entity i.e. professional services contractor, to conduct a construction project audit and internal controls review on a sampling of projects (Requesting Trustee: Trustee Sara Schmitz)

Trustee Schmitz gave an overview of the submitted materials.

Interim District General Manager Winqest said that he has had some conversations with Trustee Schmitz and that we don't want this to be seen as an investigative type of audit. We have a lot of big projects in front of us including the single biggest project in this century and there may be some benefit to make sure however we work through a contract process and how we do things such as the level of oversight and internal controls. Everyone can benefit from any new advice and be better. As we are moving forward with these big projects and the consultants we are going to be working with and moving them forward as efficiently as possible as well as new industry best practices which could benefit the District. We didn't budget for any of these items so we have to determine where we could find the funds for this item as we have to do so with other items. We have the opportunities to get started in late June and put some of this in the upcoming budget. He has heard from some about why is the Interim District General Manager spending unbudgeted dollars and that a lot of folks have been critical and he wants to make sure the people understand why we are doing this – it is because it has the potential to benefit us. The Utility Fund is pretty tight so if the Board moves forward with this matter, we have to determine how we pay for this.

Chairman Callicrate said that is a valid point and we want to make sure, as we move forward, that we make sure we budget for it. It is the perfect time to put some placeholders in so we have the opportunity. He would like to

ask the Director of Finance if this sounds like this would fit in with internal controls and is he onboard with this item.

Director of Finance Navazio said in the discussions that he and the Interim District General Manager have had with Trustee Schmitz, his thoughts are if we were to proceed with this scope that it fits with the items on internal controls and that he wants to make sure we aren't duplicating efforts. He does agree with Trustee Schmitz' and Interim District General Manager Winqest's comments that given the projects that are upcoming, this is a high priority in the internal control universe.

Trustee Dent said thank you to the Interim District General Manager, Director of Finance, and Trustee Schmitz and said that if we are looking for a way to pay for it, could we use the General Fund and that his second comment would be that do we have forty five thousand dollars that the Board has already approved for internal controls.

Interim District General Manager Winqest said that the forty five thousand dollars is also unbudgeted and that we can find the funds in the General Fund but the question becomes if this is within the Utility Fund, can we pay for it out of the General Fund.

Director of Finance Navazio said that the Board has maximum discretion with the General Fund and that the funding source should align with the scope and that if one looks at it in the context of the potential of the other outside help and then come back as a package.

Interim District General Manager Winqest said Staff needs to make sure it all fits together as we have also talked about doing a Utility Reserve Study. This Board took action on the Effluent pipeline and there are a lot of moving pieces and Staff wants to ensure that we are not paying for a duplication of work. All of this fits into all of our goals in looking at internal controls.

Trustee Wong said that she has no comments or concerns and thinks that this should be built into next year's budget.

Chairman Callicrate said he agrees as that seems like what is going to happen.

Trustee Morris said he has no concerns and that he just wants to clarify the potential overlaps between Utilities and General Fund as we do have to be

very careful on how we spend the money; please make sure there is no duplication as we want to do things right.

Trustee Schmitz said she wants to reiterate that the real opportunity is to have a wonderful return on investment from improving our efficiencies, do things to the best of our abilities and have huge benefits to our capital projects.

Trustee Schmitz made a motion to direct the Interim District General Manager and the District Director of Finance to determine a scope of work and cost estimate for an external resource to conduct a construction project audit and internal controls review on a sampling of projects. The scope of work should include, at a minimum, to identify industry best practices and recommendations for improvements and the creation or improvements to related internal controls, if deficiencies are found. Trustee Dent seconded the motion. Chairman Callicrate asked for further comments, there were none, so he called the question – the motion was unanimously passed.

- G.6. Case No. CV18-01564 Mark E. Smith v. IVGID (Requesting Staff Member: Interim District General Manager Indra Winquest)**
- (A) Review, discuss and possibly approve a payment in the amount of \$42,282.79 to Erickson, Thorpe & Swainston, Ltd.**
 - (B) Review, discuss and possibly approve a not-to-exceed amount of \$50,000 for legal services to achieve settlement of the above referenced case**

**THIS ITEM WAS REMOVED IN ITS ENTIRETY FROM THIS
AGENDA**

- G.7. Review, discuss and possibly approve amending legal services contract to expand the scope of legal services provided to the District (specifically Task 3) by Best, Best & Krieger (BBK) effective May 7, 2020, and with a proposed budget of \$50,000 (Requesting Trustee: Chairman Tim Callicrate)**

Chairman Callicrate gave an overview of the submitted materials.

Interim District General Manager Winquest said that he wants to make sure that everyone knows that the initial agreement on the first two tasks were

not included in the packet but that Staff got it added to the website packet and it is online. Moving forward, this would be an addition such that BBK would be providing general legal counsel to the Board which can be very broad.

Chairman Callicrate said that all five Board members saw the original agreement and the fee agreement as this was an interim situation.

Interim District General Manager Winqest said that this does put a cap on the task and at some point Staff will come back for an additional authorization. The Board can evaluate how this goes and then Staff may go out for a formal process depending on what happens.

Trustee Wong said that this has a limit of fifty thousand dollars and that it isn't clear if we have an existing contract for thirty thousand and that this is going up to eighty thousand dollars; it is not clear to her.

Chairman Callicrate asked District General Counsel for advice. District General Counsel Velto said that the Board does have some flexibility on the agenda and that you can add that clarification within the motion on how you decide to proceed.

Chairman Callicrate said that Task 3 is for fifty thousand dollars and that authority for thirty thousand dollars had already been given for the other two tasks. Interim District General Manager Winqest added that this is correct – we have thirty thousand presently and that we are adding fifty thousand for this task which should give us plenty of time but that the number/amount can be adjusted.

Trustee Schmitz said, referencing agenda packet page 65, in the background, that the very last sentence seems clear that the first two tasks are thirty thousand dollars. Chairman Callicrate said he agrees. Trustee Morris said we can add words to clarify. District General Counsel Velto said that would work.

Trustee Morris made a motion to approve adding Task 3 to the existing BBK agreement. This task adds legal services for the Board of Trustees effective May 7, 2020 and a proposed additional budget of \$50,000. Trustee Dent seconded the motion.

Trustee Schmitz asked at what point are we using BBK and completely transitioning from Hutchison & Steffen. Interim District General Manager Winqest said that Staff has already begun the discussion and that there is a lot of work that needs to be done and that he will have a better idea in the next few weeks. Trustee Schmitz said that she remembered something in the Hutchison & Steffen notice and wanted to make sure that we don't have to give them yet another notice.

Chairman Callicrate said that the agenda item doesn't include Hutchison & Steffen so let's not go down that road.

Hearing no further comments from the Board, Chairman Callicrate called the question – the motion was unanimously passed.

H. APPROVAL OF MINUTES (for possible action)

H.1. Meeting Minutes of April 11, 2020

Chairman Callicrate asked for changes, receiving none, the minutes were accepted as submitted.

I. BOARD OF TRUSTEES UPDATE (NO DISCUSSION OR ACTION) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

Chairman Callicrate said that he has been in touch with the District Clerk and the Interim District General Manager about bringing back correspondence and that he wanted to give the Board an update – he and the District Clerk are working on a policy with regards to correspondence since the Attorney General's office has opined on this and that District General Counsel gave us information so we have all the background information in order to draft a policy that makes sense so everyone is aware of inclusion.

J. PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.

Cliff Dobler said he had two items – he has project contract administration issues to be incorporated with this consultant and that they are the ladders and the wastewater treatment aeration projects and they are mind boggling. On Policy 13.1.0 and 13.2.0, it talks about interest earned and that this

interest has to be set aside for the project and can't be used in general. He did a calculation which added up to \$538,000 so that needs to be added to the set aside and then added to the restricted fund. The calculation is pretty accurate and this is another policy that is being violated and no one knew about it.

Linda Newman said she applauds the Board's approval to acquire the external resources our District requires to successfully manage our District and triumph over the challenges ahead. She must admonish Trustee Morris for spending more time tearing apart an effective new Audit Committee Charter than actually doing his job when he served on the Audit Committee. She commends Trustee Schmitz for her exceptional commitment to developing this comprehensive charter and thank all those who participated. She is also making a public records request for the Audit Committee Report that was to be presented to the Board with the 2019 CAFR which was never provided and was required under Audit Committee Policy 15.1.0.

Aaron Katz said regarding Task 3 with the new attorneys, what are we paying Hutchison & Steffen firm for after May 7, 2020? His concern is that we are paying \$275 per hour for the new attorneys and that we don't have any for Hutchison & Steffen who we are stuck with and that we will spend two hundred thousand dollars on attorney firms. Related to Dick Warren's communication in which he asked to budget a reduced Recreation Fee of four hundred dollars, the Interim District General Manager replied basically it was impossible and that the District would have to shut down our facilities. He sent him an e-mail earlier to ask that the District operate without the Recreation Fee subsidy and his response must be yes. Staff is not proposing any reductions so why aren't they proposed? Direction should be given to the Staff to operate as breakeven or will that be impossible for the rest of our lives; he thinks the answer is impossible. The Recreation Fee is going to keep going up so it is time to dispose of all the facilities. They won't go away, they will be privately owned and operated and all the recreational amenities will be available to everyone and we won't have to subsidize the use.

Frank Wright said that he is a candidate for the Board of Trustees and that he wants to chime in on Trustee Morris' behavior. He found it appalling and that this came from someone who didn't understand it and yet he took forty five minutes to tear it apart piece by piece and then continue to push and push; it was forty five minutes wasted. Trustee Wong, who said her items weren't considered, but she couldn't mention them. Either you work together

as a Board or you don't. It was appalling and he still wonders what Trustee Morris was doing. We will keep moving forward.

Yolanda Knaack said that she thinks the Board is doing a great job.

K. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (for possible action)

Interim District General Manager Winqest said that we need to schedule a follow up meeting to the budget workshop that is tomorrow and that we are in crunch time and that Staff does support that and that his preference would be either Wednesday or Thursday of next week. Trustee Wong said that she would rather discuss this after tomorrow's meeting. Interim District General Manager Winqest said we can address this tomorrow and asked that all the Trustees look at their calendars so we can discuss it tomorrow.

Trustee Wong asked about an RFP for legal services. Interim District General Manager Winqest said he would leave that up to Chairman Callicrate. Chairman Callicrate said that he would like to put it out there for two or three months. Trustee Wong said that she agrees and that she would like to have someone under contract to transition services. Chairman Callicrate said that this has been the goal to have a couple of months for transition. Trustee Schmitz said that we are going to have to change our meeting off of Wednesdays. Interim District General Manager Winqest said that one of the constraints is that they have existing commitments and that on May 27, District General Counsel Velto will be the legal counsel at the meeting.

L. ADJOURNMENT (for possible action)

The meeting was adjourned at 9:33 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

*In accordance with NRS 241.035.1(d), the following attachments are included but have neither been fact checked or verified by the District and are solely the thoughts, opinions, statements, etc. of the author as identified below.

Submitted by Garrett Simon (1 page): E-mail dated Wednesday, May 6, 2020

Submitted by Margaret Martini (1 page): May 6th, 2020 IVGID Board of Trustees
Public Comments By: Margaret Martini – to be included with the Meeting
Minutes

Submitted by Aaron Katz (pages): Written statement to be included in the written
minutes of this May 6, 2020 regular IVGID Board meeting – Agenda Item G(2)
Construction of Two (2) Bocci ball courts at local parcel owners' expense

Submitted by Aaron Katz (pages): Written statement to be included in the written
minutes of this May 6, 2020 regular IVGID Board meeting – Agenda item G(6)
– Attorney Beko's request for an additional \$42,22.79 incurred in Mark Smith's
public records concealment lawsuit, and up to an additional \$50,000 "to get to
(A) settlement" – isn't enough, enough?

Submitted by Aaron Katz (pages): Written statement to be included in the written
minutes of this May 6, 2020 regular IVGID Board meeting – Agenda item C –
Public Comment – Because our Interim General Manager admits it is
impossible to operate our recreational facilities without the annual nearly \$7
million subsidy of the Recreation ("RFF") and Beach ("BFF") facility fees, it's
time to either get out of the commercial "for profit" recreation business
altogether, or transfer operation of the public's recreation facilities to a
homeowners' association owned by we local property owners who are the ones
required to pay the subsidy

Submitted by Aaron Katz (pages): Written statement to be included in the written
minutes of this May 6, 2020 regular IVGID Board meeting – Agenda item C –
Public Comment – The Board must amend Resolution 1480 and Policy 3.1.0
because our Interim General Manager represents he has direct supervision
over all District employees, and spending authority of up to \$100,000 without
Board approval

Herron, Susan

From: Garrett Simon <gsimon@meriwetherco.com>
Sent: Wednesday, May 6, 2020 12:34 PM
To: Info_at_IVGID
Subject: BOT 5/6 Public Comment - Bike Park Opening

With the current beach access availability, tennis court availability and the pending golf course opening, it seems the bike park should also be open. Considerable work has been done to open it for the season and it is ready to go. Thanks for making this happen.

Add Good,

Garrett

Garrett Simon
454 Jill Ct
Incline Village, NV 89451

Phone - (970) 596-6642

May 6th, 2020 IVGID Board of Trustees Meeting Public Comments
By: Margaret Martini – to be included with the Meeting Minutes

These extraordinary times requires Board leadership and a professional senior staff that earns our confidence and ensures our community's safety as well as our District's financial sustainability. As we confront a public health crisis and an economic meltdown, this Board is responsible for establishing the District's priorities and the General Manager is accountable for supervising our Staff and following through on the Board's directives. So how are you doing?

Tonight's agenda, does not inspire my confidence. Although we have learned in the General Manager's report that staff is working on health and safety rules including sanitation, barriers at counters, line distancing and PPE to protect our staff and our residents, where is the clear communication and discussion of these plans with our Board and our community? Don't we all have a stake in how, when, and why recreational venues will be opened and what services will or won't be available? Notices of Staff's decisions on our Beaches and other recreational venues are posted on social media and the District's website – without any Board direction or citizen input. This should have been on tonight's agenda.

Instead, we have a request to pay \$42,282.79 to Mr. Beko for unapproved and unbudgeted legal expenses for the Smith litigation seeking public records. This lawsuit also named Trustee Wong and recently terminated Counsel Guinasso. How is it possible for this Board to even remotely consider paying Mr. Beko for legal expenses this Board did not approve? Or to use public money to pay Mr. Guinasso's legal expenses? And where are these invoices? After spending \$67,500 how is it possible for Mr. Beko to have racked up another \$42,000? Not Acceptable! Mr. Beko should collect this money from Ms. Wong and Mr. Guinasso and this Board should fire Mr. Beko. Hire an independent attorney to settle this lawsuit now. There is no justification to spend hundreds of thousands of our public money to stop a citizen from receiving public records. Only Mr. Guinasso asserts that the records are attorney-client privileged. Under deposition, none of the "clients" have asserted the privilege and to my knowledge, no member of this Board has actually reviewed the 13,000 emails withheld. No one can validate Mr. Guinasso's claim that these records are in fact confidential and privileged and exempt from being released under the public records act. Stop wasting our public money on unnecessary legal fees and demand that our staff comply with the public records act.



**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF
THIS MAY 6, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(2)
CONSTRUCTION OF TWO (2) BOCCI BALL COURTS AT LOCAL PARCEL
OWNERS' EXPENSE**

Introduction: Here staff seek Board approval to construct two (2) Bocci ball courts on Recreation Center property at a cost to local property owners paying the Recreation Facility Fee (“RFF”) of \$90,018¹ or more². Because here staff propose using the RFF to finance this initiative, and its creation breaks a contract the District made with the public when it was granted the additional basic power to furnish facilities for public recreation, I object. And that’s the purpose of this written statement.

On October 25, 1965 the IVGID Board Promised the Washoe County Board of Commissioners (“County Board”) and the Public That it Would Not Exercise the Power to Furnish Facilities for Public Recreation, If That Power Were Granted by the County Board, to Acquire, Develop, Improve or Operate Recreational Facilities Other Than Parks and the Beaches: When IVGID was created by the County Board effective June 1, 1961³, it was *not* granted the basic power to furnish facilities for public recreation because that power was not recognized at the time as a possible power available to general improvement districts (“GIDs”). That power was not recognized by the State Legislature as a possible GID basic power until its fifty-third (1965) session⁴.

Shortly after this new basic power was recognized by the State Legislature (August 12, 1965), the IVGID Board adopted Resolution 279 which asked the County Board to “commence proceedings for the addition of powers of *public recreation*.”⁵ And on October 25, 1965 the County Board held hearings re: IVGID’s “intention to add public recreation powers.” The only testimony in support of

¹ See pages 21-23 of the packet of materials prepared by staff in anticipation of this May 6, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-6-20.pdf (“the 5/6/2020 Board packet”).]

² I say “more” because design fees have not been included in the Board packet and they have been incurred either with a third party, or on an unreimbursed basis “in house.”

³ See <https://www.yourtahoeplace.com/ivgid/about-ivgid/history-of-ivgid>.

⁴ See Chapter 413 [SB297 (Amendment 1905, §21.5)].

⁵ Notably, IVGID was granted the power to furnish facilities for *public* versus *private* recreation. Although the word “public” was deleted from the former NRS 318.143 and restated at NRS 318.116(13) during the fifty-fourth (1967) session of the Legislature (see SB408, §§23, 24), no retroactive intent was expressed [*Sandpointe Apts. v. Eighth Judicial Dist. Court*, 129 Nev. Adv. Op. 87, 313 P.3d 849 (2013)]. Given this new basic power was never granted to IVGID, I and others are of the opinion it has no power to operate the beaches as private facilities. However since this written statement is not about IVGID’s power to administer the beaches, the subject is not addressed.

IVGID's request came from Harold Tiller⁶ who testified that if IVGID's request were granted, the *only* recreational facilities IVGID would acquire would be:

"Park properties (including two beaches)...All (other envisioned)...recreational facilities⁷...w(ould) be *privately owned...operated*"⁸ and presumably privately financed.

And insofar as "economic...sound(ness) and feasibility"⁸ [see NRS 318.055(4)(c)(2)] were concerned, Mr. Tiller testified that:

IVGID's *ad valorem* taxes "together with its expected growth, w(ould) readily finance...acquisition and operation of the...beaches."⁹

Because the County Board Granted IVGID's Request, its Representations Became a Promise, the Equivalent of a Contract Made With the Public: Based upon Mr. Tiller's representations, a divided (3 to 2) County Board approved IVGID's request for this new basic power. And on November 15, 1965, Ordinance 97, Bill 132 was adopted granting IVGID this new basic power. Thus "when (IVGID secured the requested basic power)...a contract was created obliging" IVGID to:

1. Not use the power to furnish facilities for public recreation to acquire, develop, improve or operate recreation facilities other than "park properties (including two beaches);"¹⁰ and,
2. The costs to finance acquisition, improvement and operation of those facilities would come from IVGID's *ad valorem* taxes together with its expected growth.

Once created, "that obligation could not later be impaired by legislative enactment"¹⁰ [*City No. Las Vegas v. Central Tel. Co*¹¹, 85 Nev. 620, 622, 460 P.2d 835 (1969); *Town of Milton v. Attorney General*¹², 314 Mass. 234, 237, 49 N.E.2d 909 (Mass. 1943)].

⁶ Besides being an IVGID Board trustee, Mr. Tiller was a principal in Crystal Bay Development Co. ("CBD"), the developer of Incline Village [*Whiston v. McDonald*, 85 Nev. 508, 458 P.2d 107 (1969)].

⁷ CBD represented to purchasers of residential property that "Incline Village (would)...be a complete recreation area (consisting of)...two great golf courses, the finest tennis facilities in the world...a major ski development, riding stables...trails to the very crest of the mountains...gaming and related night club entertainment(,) and a cultural center with related youth programs."

⁸ Per attorney Wilson's letter to the County Board, IVGID was of the view "findings of convenience and necessity and economy and feasibility" were both required to be made.

⁹ Mr. Tiller's October 25, 1965 letter testimony to the County Board, with an asterisk next to the quoted language, is attached as Exhibit "A" to this written statement.

¹⁰ See *City of Reno v. Goldwater*, 92 Nev. 696, 702, 558 P.2d 532 (1976) [go to <https://www.casemine.com/judgement/us/591494f3add7b049345c5dd2>].

¹¹ Go to <https://www.casemine.com/judgement/us/591498ecadd7b0493460c38d>.

Because the District Entered Into a Contract With the Public That it Would Not Use the Power to Furnish Facilities For Public Recreation, it is Prohibited From Impairing That Contract by Acquiring, Developing, Improving and Operating Bocci Ball Courts: This prohibition comes from the United States (Article 1, §10¹³) and Nevada (Article 1, §15¹⁴) Constitutions which bar States¹⁵ from passing any law which "impair(s) the obligation of contracts." I object because the action proposed by this agenda item impairs the contract made with the public. If it doesn't, then the door is open for the District to acquire, develop, improve and operate essentially any type of facility marginally related in some fashion to public recreation¹⁶.

Because the District Entered Into a Contract With the Public That the Financing Source For the Acquisition, Development, Improvement and Operation of the Public Recreation Facilities to Be Acquired Would be its *Ad Valorem* Tax Revenues, it is Prohibited From Impairing That Contract by Creating and Using the RFF to Finance Acquisition, Development, Improvement and Operation of Bocci Ball Courts: This prohibition comes from the above-referenced constitutional provisions which prohibit the passage of any law which "impair(s) the obligation of contracts."

Rather Than *Ad Valorem* Taxes, Staff Propose Using \$90,018 or More² of the RFF to Acquire, Develop, Improve and Operate Two Bocci Ball Courts: In a companion-written statement I have submitted contemporaneously with this statement for inclusion in the minutes of this meeting (payment of \$42,282.79 to Mr. Beko's law firm for representation in the Mark Smith Public Records lawsuit), I documented how the RFF subsidizes staff's massive overspending insofar as capital projects assigned to the District's Community Services Fund are concerned. The proposed Bocci Ball Court project is one of those capital projects.

The Fact the District May Have Breached its Contracts With the Public in the Past, Does Not Justify its Proposed Impairments of Contract With Respect to Bocci Ball Courts: Because "an unconstitutional statute, though having the form and name of law is in reality no law, but is wholly *void*, and ineffective for any purpose" (16 Am. Jur. 2d, §178).

¹² Go to <https://www.casemine.com/judgement/us/5914a275add7b04934698d57>.

¹³ "No state...shall pass any...law impairing the obligation of contracts" (go to https://www.usconstitution.net/xconst_A1Sec10.html).

¹⁴ "No...law impairing the obligation of contracts shall ever be passed" (go to <https://www.leg.state.nv.us/Const/NvConst.htm|#Art1Sec15>).

¹⁵ Freedoms protected against federal encroachment by the First Amendment are entitled, under the Fourteenth Amendment, to the same protection from infringement by the States [*New York Times Co. v. Sullivan*, 376 U.S. 254, 276-277, 84 S.Ct. 710, 723-724 (1964) – go to <https://www.courtlistener.com/opinion/106761/new-york-times-co-v-sullivan/>].

¹⁶ Such as a retail sales facility inside the Hyatt Lake Tahoe shopping mall.

Now That You Know That the Action Proposed by This Agenda Item Violates the Promises the District Made With the Public, Are You Board Members Going to Do the Right Thing or Simply Turn Your Collective Cheeks Because the Ends Justify the Means?

How Can You Ever Expect Cost Reductions When You and Past Boards Expand the District's Footprint, Services Provided and Staff to Operate?

The Proposed Action Financed by the RFF Violates its Stated Justification: We've had this discussion before. Staff tell us that the RFF is a NRS 318.197 "standby and service charge"¹⁷ for the mere "availability to use" public recreation facilities¹⁸ upon the condition those assessed pay additional user fees just like everyone else pays. Not that this is a true description, but "availability to use" is different than acquisition and development of current non-existent recreation facilities. If it isn't, then the door is open for the District to acquire and develop essentially any type of new facility marginally related in some fashion to public recreation¹⁹.

Conclusion: Although we cannot undo past transgressions by past Boards, we can certainly do something about subsequent ones. I say it's time to put your collective feet down and put a stop to this "more and more" and "bigger and bigger" mentality financed by the RFF or the Beach Facility Fee ("BFF"). If the Board wants to use its *ad valorem* and/or C-tax revenues for endeavors such as these, I and others I know don't object because taxes can legitimately be spent on essentially anything that arguably improves the health, safety and welfare of the District's inhabitants. If the Board wants to mandate that the costs of acquiring, developing, improving and operating new recreation facilities like Bocci Ball courts be revenue neutral (in other words, revenues cover expenses), I and others I know don't object. However, I and others I know object to use the RFF to financially subsidize "more and more" and "bigger and bigger" endeavors such as these.

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

¹⁷ See page 51 of the packet of materials prepared by staff in anticipation of the Board's April 14, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-14-20.pdf ("the 4/14/2020 Board packet")].

¹⁸ See ¶11 at page 53 of the 4/14/2020 Board packet.

¹⁹ Such as a staff administration building or a community center.

EXHIBIT "A"

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

POST OFFICE BOX 807
INCLINE VILLAGE, NEVADA

October 25, 1965

Board of County Commissioners
Washoe County
Nevada

Re: Ordinance to add power to acquire
and operate recreation facilities
to present powers of Incline Village
General Improvement District

PUBLIC CONVENIENCE AND NECESSITY

Incline Village is designed to be a complete recreational area. To this end, when completed, there will be two great golf courses; the finest tennis facilities in the world in the Tahoe Racquet Club; a major ski development; riding stables with a vast area for activities such as trails to the very crest of the mountains and to remote places for evening and all-night cookouts, both by horse back and wagon hay rides; gaming and related night club entertainment and a cultural center with related youth programs.

After all of the foregoing, you have to consider the availability of the use of Lake Tahoe the most important and actually the very heart of a complete recreational base. To this end, it seems highly desirable to acquire facilities for such use and to acquire them as public property (public to the property owners within the District). With the acquisition of the two pieces of lake frontage (see attached maps) the property owners of the Incline Village General Improvement District would be assured forever of access to and use of Lake Tahoe. Those two lake front properties would be used as family parks for picnics and swimming and for boating access to the lake for fishing and water skiing.

ECONOMIC FEASIBILITY

All of the recreational facilities except the park properties (including the two beaches) are, or will be, privately owned and operated. The assessed value of Incline Village General Improvement District, together with its expected growth, will readily finance the acquisition and operation of the two beaches. The feasibility of a bond issue to acquire these properties will have to be passed upon and approved by the Washoe County Bond Commission. For your present consideration and future use by the Bond Commission, the Trustees of the Incline Village General Improvement District present their projection of taxes necessary to finance the acquisition of the beaches and the operation thereof. The projection is based upon the following assumptions:

65-928

★

89

1. That the bonds can be acquired for \$1,250,000.00;
2. That the operating expense will average \$20,000.00 annually;
3. That the bonds can be sold at a 4-3/4% yield;
4. That the bond issue include a working capital bond reserve for the first two years due to the Nevada property tax being one year behind on collection together with the fact that it will take another year to get the tax levied to apply on the debt retirement; and
5. That the total bond issue amount to \$1,458,000.00 for costs, acquisition and working capital and reserve.

Tax Year	Debt Service Equipment	Operating Expenses	Total	Assessed Value of District	Tax Rate per \$100
1966-67	\$ 69,255.00	20,000.00	89,255.00	15 M	None
1967-68	69,255.00	20,000.00	89,255.00	20 M	None
1968-69	69,255.00	20,000.00	89,255.00	25 M	0.357
1969-70	121,972.00	20,000.00	141,972.00	30 M	0.473
1970-71	119,407.00	20,000.00	139,407.00	35 M	0.398
1971-72	116,842.00	20,000.00	136,842.00	40 M	0.341
1972-73	114,277.00	20,000.00	134,277.00	45 M	0.298
1973-74	111,712.00	20,000.00	131,712.00	50 M	0.263
1974-75	109,147.00	20,000.00	129,147.00	55 M	0.235
1975-76	106,582.00	20,000.00	126,582.00	60 M	0.211
1976-77	104,017.00	20,000.00	124,017.00	65 M	0.206
1977-78	101,452.00	20,000.00	121,452.00	70 M	0.174
1978-79	98,887.00	20,000.00	118,887.00	75 M	0.159
1979-80	96,322.00	20,000.00	116,322.00	80 M	0.145

Tax rate to continue to decrease as assessed value goes up and principal is retired. At this point (1979-80) \$596,000.00 of principal has been retired, leaving an unpaid principal of \$864,000.00 to be retired over the remaining 16 years.

To clarify again the no tax for the first two years, the bond proceeds would be used as follows:

Acquisition	\$1,250,000.00
Working capital bond reserve	178,510.00
Expense of bond issue	29,490.00
	<u>\$1,458,000.00</u>

Attachments:
 Development Map
 Summary of Appraisal by
 Real Estate Research Corporation

Submitted for the record by
 INCLINE VILLAGE GENERAL IMPROVE-
 MENT DISTRICT

By Harold B. Miller
 Harold B. Miller, Treasurer

The attached certificate is a true and correct copy of the original as recorded in my office.

 County Clerk in and for the
 County of Washoe, State of Nevada

Samuel Bellina Deputy
Spargo

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS MAY 6, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(6) – ATTORNEY BEKO’S REQUEST FOR AN ADDITIONAL \$42,282.79 INCURRED IN MARK SMITH’S PUBLIC RECORDS CONCEALMENT LAWSUIT, AND UP TO AN ADDITIONAL \$50,000 “TO GET TO (A) SETTLEMENT” – ISN’T ENOUGH, ENOUGH?

Introduction: Here our chairperson seeks Board approval to make two payments to attorneys Erickson, Thorpe & Swainston (“ET&S”) pertaining to Mark Smith’s public records concealment litigation (Second Judicial District Case #CV18-01564, Washoe County). The first is for \$42,282.79 in outstanding fees/costs incurred in the defense of this litigation. And the second is for not to exceed \$50,000 to appear “at “a status conference scheduled for May 12, 2020...to get to a settlement, without including any (of Mr. Smith’s) fees in the settlement.”¹ For the reasons which follow I say no; enough is enough. And that’s the purpose of this written statement.

So Far This “Misadventure” Has Cost the District Nearly \$88,000: The staff memorandum dated April 27, 2020 reveals that so far, \$87,891.61 in legal fees have been incurred with ET&S; one payment in the amount of \$45,608.82 for the period August of 2018-June 12, 2019² which has already been made, and the additional \$42,282.79 sought herein for the “outstanding balance owed to ET&S” through April 1, 2020.

And With the Additional Not-to-Exceed \$50,000 Requested “to Get a Settlement” (see discussion below), **We’re Now Up to Possibly \$138,000;**

And Haven’t We Really Paid More Already Because Task 2 With the Best, Best & Krieger Law Firm (“BBK”) Consisted of “Review(ing) the Status of the...Smith...Case, Provid(ing) Opinions on Potential Settlement Options, and Assist(ing) the Board...With the Settlement of the Case?”³

And Isn’t the Board Proposing to Pay Up to an Additional \$50,000 to Perform the Same Services Pertaining to the Smith Case? Take a look at Agenda G(7) on this evening’s agenda. There Chairperson Callicrate is proposing we spend up to an additional \$50,000 to add Task 3 to current Tasks 1 and 2 which again extends to the Mark Smith case⁴?

¹ See page 64 of the packet of materials prepared by staff in anticipation of this May 6, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-6-20.pdf (“the 5/6/2020 Board packet”)].

² See page 296 of the packet of materials prepared by staff in anticipation of the Board’s December 11, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_12-11-2019.pdf (“the 12/11/2019 Board packet”)].

³ See page 67 of the 5/6/2020 Board packet.

⁴ See pages 65-67 of the 5/6/2020 Board packet.

And All of This Was Caused by Staff's Refusal to Provide Mr. Smith With Public Records He Asked to Examine:

Mr. Smith's Public Records Request Was Meritorious, Given on May 10, 2019 the Court Ordered Summary Judgment Against IVGID And in Mr. Smith's Favor⁵:

Mr. Smith is Entitled to His Attorney's Fees and Costs⁶, And After the Court's Summary Judgment Order Filed a Motion Seeking \$23,065⁷:

Because Several Post-Judgment Motions Were Filed Both by Mr. Smith and IVGID⁸, on June 12, 2019 Mr. Beko Told the Board an Additional \$15,000 Would be Needed to Complete Post-Judgment Litigation²:

Thus Mr. Beko Requested Appropriation of These Sums (\$10,000 Above Former GM Pinkerton's Alleged Spending Authority), And on a Divided 3-2 Vote His Request Was Granted⁹:

On June 12, 2019 Mr. Beko Argued IVGID Should Appeal the Judgment in Mr. Smith's Favor¹⁰, And That the Estimated Appeal Costs Would Total an Additional \$15,000⁷: But His Request Was Denied¹¹:

At the Board's January 22, 2020 Meeting Mr. Beko's Request For a Combined Additional \$20,500 (\$7,500¹² and \$13,000¹³) to Continue Defense of the Smith Litigation Was Denied: Only Expenditure of the First \$7,500 Was Approved (on a Divided 4-1 Vote)¹⁴.

⁵ See page 292 of the 12/11/2019 Board packet.

⁶ NRS 239.011(2) states that "if the requester (of a public record) prevails (in his litigation to compel its production), the requester is entitled to recover from the governmental entity that has legal custody or control of the record his or her costs and reasonable attorney's fees in the proceeding."

⁷ See page 297 of the 12/11/2019 Board packet.

⁸ See pages 295-296 of the 12/11/2019 Board packet.

⁹ See page 172 of the packet of materials prepared by staff in anticipation of the Board's July 17, 2019 meeting [https://www.yourtahoepalace.com/uploads/pdf-ivgid/BOT_Packet_Regular_7-17-19.pdf ("the 7/17/2019 Board packet")].

¹⁰ See page 296 of the 12/11/2019 Board packet.

¹¹ See page 171 of the 7/17/2019 Board packet.

¹² See page 199 of the packet of materials prepared by staff in anticipation of the Board's January 22, 2020 meeting [https://www.yourtahoepalace.com/uploads/pdf-ivgid/BOT_Packet_Regular_1-22-2020.pdf ("the 1/22/2020 Board packet")].

¹³ See page 200 of the 1/22/2020 Board packet.

Now Staff Explains They Expect to Spend Up to an Additional \$50,000 “to Get to a Settlement” With Mr. Smith: Page 64 of the 5/6/2020 Board packet states the following: “This case has a status conference scheduled for May 12, 2020. Anticipated (future) legal services to get to settlement, without including any fees in the settlement agreement, is estimated at not to exceed \$50,000.”

As a Result of All This Additional IVGID Activity, I Have Been Informed Mr. Smith Has Now More Than Doubled His Attorney’s Fee Request: I have been informed that Mr. Smith’s attorney’s fees now greatly exceed the \$23,065 he initially requested. Thus by the time attorney Beko finishes his scorched earth policy, Mr. Smith is going to be entitled to a whole lot more. Remember, prevailing requesters are entitled to their attorney’s fees in public records litigation⁶.

The Board Never Voted to Retain Attorney Beko to Defend the District Against Mark Smith’s Lawsuit: NRS 318.115 instructs only “*the board* shall have the power to sue and be sued¹⁵, and be a party to suits, actions and proceeding.” But the IVGID Board never made that decision. Former GM Pinkerton, Trustee Wong and counsel Guinasso made that decision on the Board’s behalf (see discussion below). Thus Mr. Beko knows he should be pursuing the fees he claims are owed from those who retained him (see discussion below).

The Decision to Defend Mr. Smith’s Lawsuit as Well as Through the Beko Law Firm, Was Former GM Pinkerton’s, Kendra Wong’s and attorney Guinasso’s: According to attorney Beko¹⁶, former “General Manager Pinkerton approved the defense against th(is) litigation under the (alleged) authority given to him under IVGID Board Resolution No. 495¹⁷ ...NRS Chapter 41, and Policy 3.1.0(f) & (g).”¹⁸ Whether or not GM Pinkerton had this authority, now that more than \$50,000 has been incurred the Board must affirm the agreement to pay him anything more.

¹⁴ The \$7,500 request was approved at pages 61-62 of the packet of materials prepared by staff in anticipation of the Board’s February 12, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_2-12-2020.pdf] (“the 2/12/2020 Board packet”). The \$13,000 request did not pass (see page 64 of the 2/12/2020 Board packet).

¹⁵ Furthermore, I and others I know believe *Comm’n on Ethics of Nevada v. Hansen*, 133 Nev. Adv. Op. 39, 396 P.3d 807 (2017) instructs that *only* the Board had the power to retain attorney Beko and decide to be a party to Mark Smith’s lawsuit because both matters involved in the expenditure of public monies.

¹⁶ See page 164 of the packet of materials prepared by staff in anticipation of the Board’s June 19, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-19-19.pdf] (“the 6/19/2019 Board packet”).

¹⁷ Go to pages 5-7 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf.

¹⁸ Go to page 10 at <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>.

The "Clients" Who Agreed to Pay Mr. Beko's Billings Included Kendra Wong and Jason Guinasso: I have secured the legal services agreement under which Mr. Beko has presumably billed the District the \$42,282.79 sought herein, and it is attached as Exhibit "A" to this written statement. Note the identification of "clients" on pages 1 and 3 of the agreement; Jason Guinasso, Kendra Wong and IVGID. Note ¶4 of the agreement: "Clients agree to pay for legal services" as follows... Given the Board never authorized the District's entrance into the agreement, yet Mr. Guinasso and Ms. Wong authorized their entrance into the agreement, it is they who are obligated and should pay.

So Why Rush to Pay? Why Not Defer to Mr. Guinasso and Ms. Wong Who Agreed to Pay?

Moreover, Because Kendra Wong is a Party to the Legal Services Agreement With ETS and Thus Interested in the Outcome of This Agenda Item, She Can Neither Vote Nor Advocate For its Passage: NRS 318.0957(1)(b) makes it "unlawful for a member of the board...to be interested in any contract made by the board of which he or she is a member." *It does not matter that she may no longer be part of the Mark Smith litigation. She is still a party to the legal services agreement.* Therefore setting aside the issue that the Board did not lawfully make the subject agreement with Mr. Beko, Ms. Wong is precluded from voting on this agenda item.

Moreover, NRS 281A addresses ethics in government. NRS 281A.420 addresses conflicts of interest. And NRS 281A.420(3) in particular addresses a public officer's ability to vote or advocate the passage or failure of a matter where he/she has a conflict of interest. In particular,

"Public officer(s) shall not vote upon or advocate the passage or failure of ...a matter with respect to which the independence of judgment of a reasonable person in the public officer's situation would be materially affected by:

- (a) The public officer's acceptance of a gift or loan;
- (b) *The public officer's significant pecuniary interest;* or
- (c) The public officer's commitment in a private capacity to the interests of another person."

Because Ms. Wong is a party to the subject legal services agreement, and if this agenda item does not pass she personally will be obligated to pay, she has a significant pecuniary interest in the outcome of this agenda item. And as a result, she is barred from voting or advocating its passage.

Although NRS 281A.420(4)(b) instructs that "the provisions of this section are intended to require abstention only in clear cases where the independence of judgment of a reasonable person in the public officer's situation would be materially affected by the public officer's...significant pecuniary interest," here I submit the reasonable person would conclude Ms. Wong should abstain from voting.

Whether or Not Trustee Wong Can Vote or Advocate For Passage of This Agenda Item, She Must Disclose Her Potential Significant Pecuniary Interest: NRS 281A.420(1)(b) instructs that,

“Except as otherwise provided in this section, a public officer...shall not approve, disapprove, vote, abstain from voting or otherwise act upon a matter...in which the public officer or employee has a significant pecuniary interest...without disclosing information concerning the...significant pecuniary interest...that is sufficient to inform the public of the potential effect of the action or abstention upon the...public officer’s...significant pecuniary interest...Such a disclosure must be made at the time the matter is considered. If the public officer...is a member of a body which makes decisions, the public officer...shall make the disclosure in public to the chair and other members of the body.”

And notwithstanding the presumption of NRS 281A.420(4)(a)¹⁹, it “does not affect the applicability of the (advance disclosure) requirements set forth in (NRS 281A.420) subsection 1 relating to the duty of the public officer to make a proper disclosure at the time the matter is considered and in the manner required by subsection 1.” In other words, since Trustee Wong has a significant pecuniary interest in the outcome of this agenda item, whether or not she can vote or advocate for the passage of this agenda item, she must make proper disclosure of the potential significant pecuniary interest.

Trustee Morris Must Also Disclose His Potential Significant Pecuniary Interest in the Passage of This Agenda Item: Like Trustee Wong, NRS 281A.420(1)(b) requires Trustee Morris to disclose his potential significant pecuniary interest in the passage of this agenda item. Trustee Morris was a defendant in a different piece of litigation where his defense was being provided by the same ETS law firm that is providing a defense to IVGID, Trustee Wong and attorney Guinasso in the Mark Smith litigation. But Trustee Morris did not have the financial wherewithal to pay for his defense. The public strongly suspects that Trustee Morris’ legal costs were somehow connected to IVGID’s payment of attorney Beko’s fees in the subject litigation with Mr. Smith²⁰. For this reason the public believes Trustee Morris has a significant pecuniary interest in the outcome of this agenda item. And whether or not this is accurate, the public believes Trustee Morris has the affirmative obligation to disclose this pecuniary interest, in public, at the time this matter is considered.

Whether or Not Trustee Morris Can Vote or Advocate For the Passage of This Agenda Item, He Must Disclose His Potential Significant Pecuniary Interest in its Passage: For the same reasons Trustee Wong must disclose her potential significant pecuniary interest in the passage of this agenda item (see discussion above), NRS 281A.420(1)(b) instructs the must do likewise.

¹⁹ “It must be presumed that the independence of judgment of a reasonable person in the public officer’s situation would not be materially affected by the public officer’s...significant pecuniary interest ...where the resulting benefit...accruing to the public officer...is not greater than that accruing to any other member of any general business, profession, occupation or group that is affected by the matter.”

²⁰ Trustee Morris refuses to share the particulars of his fee arrangement with the Beko law firm in this different piece of litigation.

We Now See Attorney Beko's and Guinasso's Intransigence Have Unnecessarily Cost the Public Well Over \$125,000. And By the Time IVGID Pays For Mr. Smith's Legal Fees, Likely a Whole Lot More: How much of this is recoverable by the District? The answer is ZERO!

Moreover, I and others believe that attorney Beko's estimate of only \$15,000 for an appeal is grossly inaccurate. We've all seen Mr. Beko's handiwork when it comes to appeals, and he has demonstrated that his firm is incapable of completing an appeal for less than \$50,000.

When everything is said and done, *don't be surprised if this litigation ends up costing the District \$250,000, if not more!* And for what?

This Isn't the First Time IVGID Staff Have Unilaterally Cost Taxpayers Hundreds of Thousands of Dollars in Attorney's Fees Without First Coming to the Board for Approval/Direction: Consider,

IVGID v. Governance Sciences Group, Inc. ("CSGI"): Can any of us forget how GM Pinkerton and attorney Guinasso conspired amongst themselves to initiate a lawsuit against local citizen Kevin Lyon's CSGI aka Flash Vote service for allegedly stealing confidential IVGID customer information? When attorney came to the IVGID Board asking for more money after GM Pinkerton's unilateral \$50,000 spending authority was about to run out, the Board was outraged and instructed Mr. Guinasso to settle the litigation. Although a settlement was reached, it cost IVGID a \$10,000 contribution to the High School in lieu of payment to Mr. Lyons, on top of the \$60,000 or more in fees paid to Mr. Guinasso. All without Board approval;

IVGID v. Frank Wright: several years ago Mr. Wright bought a small claims action against IVGID to recover two years worth of Recreation Facility Fees ("RFFs"). Although IVGID didn't require an attorney in small claims court, staff engaged the services of the late Scott Brooke. When Mr. Wright's case was dismissed at the trial level, he appealed to District Court. After he was unsuccessful on appeal, Mr. Guinasso's partner, Devon Reese, initiated an attorney's fee proceeding against Mr. Wright for harassment. In that proceeding Mr. Reese attempted, unsuccessfully, to recover approximately \$3,200 of attorney's fees against Mr. Wright. Again, all without Board approval.

Katz v. IVGID: of course we all recall the retaliatory action IVGID staff took against me, again, all without Board approval. Although this case is still pending on appeal, we don't know the full extent of fees and costs IVGID has incurred. However with two appeals, the number is probably close to \$450,000. Like Mr. Wright, IVGID staff conspired with attorneys Guinasso and Beko to go after me without Board approval.

Smith v. IVGID: And now the same set of facts is being played out with attorney Beko. And again after what looks like a cost to IVGID of \$250,000 or more, all of this has been occasioned without Board approval.

Please Understand That Attorney's Fees Like These Are Being Paid With Your Water/Sewer Rates, And Recreation ("RFF") and Beach ("BFF") Facility Fees: That's right! I made a records request for the chart of account number assigned by staff to the \$45,608.82 payment previously made to Mr. Beko for work in the Mark Smith litigation. That number (100-10-990-1010) reveals that this expense

was assigned to the District's General Fund²¹. But the expenses staff assign to the District's General Fund exceed available revenues. Which requires a subsidy. Which staff disingenuously label "Central Services Costs." According to the current fiscal year's budget²² ("the 2019-20 budget"), "Central Services Costs" represent "the amount allocated between the Utility, Community Service and Beach Funds to cover the cost of services provided by the General Fund."²³ So let's examine the General Fund's budgeted revenues and expenses to see if reported Central Service Costs revenues in fact subsidize overspending and if so, from where.

Preface: I and others believe staff's reporting of the District's financials is unnecessarily complicated and deceitful. So to help the reader find the truth, I have created the discussion which follows. Please understand I am using staff's numbers even though I and others don't necessarily believe they are accurate.

General Fund: Budgeted revenues and expenditures assigned to the 2019-20 budget General Fund are attached as Exhibit "C" to this written statement. Note where I have placed asterisks next to: revenue from all sources (\$5,020,299); the portion of that revenue budgeted from "Central Services Cost Allocation" (\$1,367,400); and, expenditures (\$5,102,369) including \$686,445 of capital expenditures. Remove Central Services revenue from the equation and I hope you see that staff have budgeted to overspend.

Central Services Cost Allocation: We've all heard the maxim that although numbers don't lie, liars using numbers do. Well staff's Central Services Cost Allocation is a prime example of the principle. Staff's allocation appears at page 114 of the 2019-20 budget, and it is attached as Exhibit "D" to this written statement. Note where I have placed an asterisk next to \$1,367,400. This represents the total amounts transferred from the Community Services (i.e., recreation other than the beaches), Beach and Utility Funds. The reader will note this is the same number which appears as Central Services Cost revenue on Exhibit "C."

Note where I have placed circles on the exhibit. The first is under the "Utility" column, and it totals \$353,700. The second is under the "Beach" column, and it totals \$110,500. If one subtracts these two numbers from the total of \$1,367,400, one is left with \$903,200. This is the total for all venues under the umbrella "Community Services." Simply stated, \$353,700 of the Community Services Cost subsidy comes from water/sewer rates paid by utility customers; \$110,500 comes from Beach revenues; and, \$903,200 comes from Community Services revenues. And as I will demonstrate, since staff budget to overspend in the Beach and Community Services Funds, and that overspending is subsidized by the BFF and RFF respectively, the Community Services Cost subsidy comes from the BFF/RFF.

²¹ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Account_Structure-All_legend_7-1-19.pdf.

²² Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/2019-20_Operating_Budget.pdf.

²³ Page 157 of the 2019-20 budget is attached to this written statement as Exhibit "B." I have placed an asterisk next to the quoted language.

Community Services Fund: Budgeted revenues and expenditures assigned to the 2019-20 budget General Fund are attached as Exhibit "E" to this written statement. Note where I have placed asterisks next to: revenue from all sources (\$22,598,780); the portion of that revenue budgeted from "the RFF" (\$5,783,115); and, expenditures (\$27,197,671) including \$8,886,502 of capital expenditures. The \$903,200 in Central Services Costs transferred to the General Fund is included in the various Services and Supplies expenditure entries. Remove RFF revenue from the equation and I hope you see that staff have budgeted to overspend.

Beach Fund: Budgeted revenues and expenditures assigned to the 2019-20 budget General Fund are attached as Exhibit "F" to this written statement. Note where I have placed asterisks next to: revenue from all sources (\$2,479,800); the portion of that revenue budgeted from "the BFF" (\$968,500); and, expenditures (\$3,105,529) including \$990,050 of capital expenditures. The \$110,500 in Central Services Costs transferred to the General Fund is included in the various Services and Supplies expenditure entries. Remove BFF revenue from the equation and I hope you see that staff have budgeted to overspend.

Conclusion: Again I ask who's running the bus here? I say it's time to put a stop to this "dig your heels into the dirt and fight to the ends of the earth" at local property owners' expense. In retrospect wouldn't we have been better off simply turning over the records requested right from the beginning? There are ways to settle litigation without acting as your un-elected staff have acted for decades. I say deny attorney Beko's request and put an end to Mark Smith's litigation. Isn't it a far more judicious use of taxpayer dollars to simply turn over the public records Mr. Smith had to sue to examine? ***Given Kendra Wong and Jason Guinasso have jointly agreed to pay Mr. Beko's fees, isn't it time the Board told Mr. Beko to obtain his fees from these individuals?***

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

EXHIBIT "A"

Attorney-Client Fee Contract

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between the Incline Village General Improvement District, Jason Guinasso and Kendra Wong ("Clients") and the law firm of ERICKSON, THORPE & SWAINSTON, LTD., ("Attorneys") on this 8th day of October, 2018.

1. CONDITIONS: This contract will not take effect, and Attorneys will have no obligation to provide legal services in accordance herewith, until Clients return a signed copy of this Contract and pay the deposit called for under paragraph 3.

2. SCOPE AND DUTIES: Clients hire Attorneys to provide legal services in connection with the legal action entitled *Mark E. Smith, an Individual, Plaintiff, vs. Incline Village General Improvement District, aka, IVGID a governmental subdivision of the State of Nevada; Jason Guinasso, individually and as counsel and de facto records officer for IVGID, Kendra Wong, Chairwoman of IVGID's Board of Trustees, ABC Corporations, I through X: Black and White Companies, I through X, and John Does, I through X, Inclusive, Defendants*, case number CV18-01564, currently pending in the Second Judicial District Court, in and for the State of Nevada, County of Washoe. Clients hire Attorneys to defend this action and take appropriate action to recover the costs associated with the defense of the matter.

Attorneys shall provide those legal services reasonably required to represent Clients, and shall take reasonable steps to keep Clients informed of progress and to respond to Clients' inquiries. Clients shall be truthful with Attorneys, cooperate with Attorneys, keep Attorneys informed of developments, abide by this Contract, pay Attorneys' bills on time, and keep Attorneys advised of Clients' address, telephone number and whereabouts.

3. DEPOSIT. Attorneys waive any requirement for the deposit of any retainer.

4. LEGAL FEES: Clients agree to pay for legal services at the following rates: Partners \$275.00/hour; Associates \$200.00/hour; Paralegals \$100.00/hour. Erickson, Thorpe & Swainston, Ltd. is comprised of lawyers with a variety of skills, experience and expertise, and they often draw upon one another's skills to provide the best and most cost effective service, and to provide the client with the benefit of all resources available in the firm. Certain matters will be assigned to persons with lower billing rates as appropriate in order to minimize Clients' legal costs, however, all work will be performed under the direct supervision of Thomas P. Beko, Esq. For the benefit of Clients, travel time greater than one hour will be billed at 50% of the above-stated rates. Attorneys charges in minimum units of .1 hour.

5. COSTS AND EXPENSES: In addition to paying legal fees, Clients shall reimburse Attorneys for all costs and expenses incurred by Attorneys, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls (or faxes), messenger and other delivery fees, postage, in-office photocopying at \$0.25 per page, parking, mileage at \$0.50 per mile, investigation expenses, consultant and expert fees. Clients authorize Attorneys to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorneys' judgment. Clients understand and agree that should Attorneys retain any expert, consultant or investigator, Clients shall be responsible for payment of all costs associated therewith, and that Attorneys are only retaining said expert/consultant on behalf of Clients.

6. STATEMENTS: Attorneys shall send Clients periodic statements for fees and costs incurred. Clients shall pay Attorneys' statement within 30 days after each statement's date. All sums due and owing beyond this date will accrue interest at the rate of 12 % per annum. Clients may request a statement at intervals of no less than 30 days. Upon Clients' request, Attorneys will provide a statement within 10 days.

7. DISCHARGE AND WITHDRAWAL: Clients may discharge Attorneys at any time and for any reason. Attorneys may withdraw with Clients' consent or for any just reason permitted by the Rules of Professional Conduct as adopted by the Nevada Supreme Court. Just reason would include, but is not limited to, Clients' breach of this Contract, Clients' refusal to cooperate with Attorneys or to follow Attorneys' advice on a material matter or any other fact or circumstance that would render Attorneys' continuing representation unlawful or unethical.

8. CONCLUSION OF SERVICES: When Attorneys' services conclude, all unpaid charges shall become immediately due and payable. After Attorneys' services conclude, Attorneys will, upon Clients' request, deliver Clients' file to Clients, along with any Client funds or property in Attorneys' possession.


9. DISCLAIMER OF GUARANTEE: Nothing in this Contract and nothing in Attorneys' statement to Clients will be construed as a promise or guarantee about the outcome of Clients' matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Clients' matters are expressions of opinions only.

10. AWARD OF ATTORNEY'S FEES: Should any action be necessary to enforce the terms of this agreement, the prevailing party shall be entitled to an award of reasonable Attorneys' fees and costs of suit.

11. EFFECTIVE DATE: This Contract will take effect when Clients have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date

Attorneys first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Clients will be obligated to pay Attorneys the reasonable value of any services Attorneys may have performed for Clients.

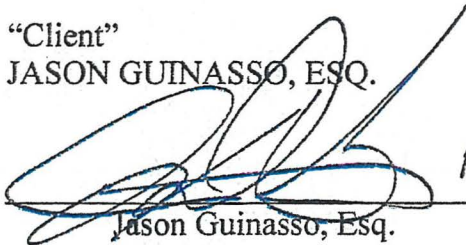
“Attorneys”
ERICKSON, THORPE & SWAINSTON, LTD.

By: 
Thomas P. Beko, Esq.

“Client”
INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

By: 

“Client”
JASON GUINASSO, ESQ.

 10/16/18
Jason Guinasso, Esq.

“Client”
KENDRA WONG

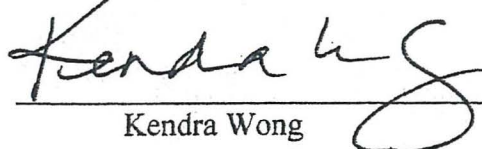
 10/16/18
Kendra Wong

EXHIBIT "B"

- **Bureau of Land Management** – US Government agency which is responsible for carrying out a variety of programs for the management and conservation, of resources on 256 million surface acres, as well as 700 million acres of subsurface mineral estate.
- **Capital Budget** - A single year plan for acquisition or construction of fixed assets, like infrastructure, facilities and equipment.
- **Capital Carryover** - Capital budget projects not spent in the previous fiscal year(s) that will be spent in a future fiscal year.
- **Capital Grants** - Grants from a specified source in support of a specified capital improvement project.
- **Capital Expenditure** - Spending to acquire or upgrade physical assets such as systems, buildings and, equipment and machinery. By District policy these assets have a useful life beyond 3 years. Also called capital spending or capital expense.
- **Capital Improvement Plan (CIP)** - A five-year plan outlining expenditures related to long-term outlays for property, plant and equipment. All capital expenditures are made within the parameters of the District's rolling Capital Improvement Plan. They are also part of the longer-term Multi Year Capital Plan for planning purposes.
- **Capital Improvement Plan/Project Reports** – Periodic reports on the status of expected spending versus actual as of a reporting date.
- **Capital Improvements** - Acquisition of assets having a cost over \$5000 and a useful life greater than 2 years.
- **Capital Outlay** - Spending to acquire or upgrade fixed assets in the General Fund.
- **Capital Project Committee (CPC)** - The committee that reviews capital projects before they are included in the CIP or capital budget.
- **Capital Project Fund** – A governmental fund type use to report the flow of resources for capital expenditures including current year and carryover projects.
- **Cash Flow** - A measure of activity based on inflow and outflow of cash. Activity equals cash receipts minus cash payments over a given period of time; or equivalently, based on measured operations adjusted for depreciation, depletion, and amortization, and other non-cash transactions.
- ★ **Central Services Cost Allocation** - The amount allocated between the Utility, Community Service and Beach Funds to cover the cost of services provided by the General Fund under Board Policy.
- **Charges for Services** – Revenues that are based on exchange transactions from providing goods and services and privileges directly between customers and the District.
- **Communications** - Transmission of messages or information including social media, telephone, and other electronic means.
- **Community Relations** - Costs to promote the District and local events.
- **Consumer Price Index (CPI)** - An inflationary indicator that measures the change in the cost of a fixed basket of products and services, including housing, electricity, food, and transportation. The CPI is published monthly. It is also called cost-of-living index. The District references the Bureau of Labor Statistics CPI-W.
- **Contractual Services** - Purchased services from providers, other than employees.

EXHIBIT "C"

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Taxes:				
Property Tax	1,524,623	1,598,000	1,697,807	1,697,807
Personal Property Tax	12,671	12,000	12,000	12,000
Subtotal Taxes	1,537,294	1,610,000	1,709,807	1,709,807
Intergovernmental:				
Consolidated Tax (CTX)	1,388,529	1,441,000	1,490,692	1,490,692
LGTA tax	248,721	244,000	249,000	249,000
State Grants	-	-	-	-
Subtotal Intergovernmental	1,637,250	1,685,000	1,739,692	1,739,692
Miscellaneous:				
Investment income	89,960	150,000	201,000	201,000
Other	2,033	2,600	2,400	2,400
Central Services Cost Allocation	1,094,000	1,169,400	1,367,900	1,367,400
Subtotal Other	1,185,993	1,322,000	1,571,300	1,570,800
SUBTOTAL REVENUE ALL SOURCES	4,360,537	4,617,000	5,020,799	5,020,299
OTHER FINANCING SOURCES				
Transfers In (Schedule T)				
Sale of capital assets	16	-	-	-
SUBTOTAL OTHER FINANCING SOURCES	16	-	-	-
BEGINNING FUND BALANCE				
Prior Period Adjustments				
Residual Equity Transfers	-	174,326		
TOTAL BEGINNING FUND BALANCE	1,862,249	2,522,786	2,838,162	3,093,112
TOTAL AVAILABLE RESOURCES	6,222,802	7,314,112	7,858,961	8,113,411

☆ 5,020,299
 < 1,367,400
 3,652,899

Incline Village General Improvement District

SCHEDULE B - GENERAL FUND

EXHIBIT "D"

Incline Village General Improvement District
Central Services Cost Allocation Plan
For the Fiscal Year Ending June 30, 2020

	General	Utility	Championship Golf	Mountain Golf	Facilities	Ski	Recreation Center	Parks	Tennis	Comm. Services Admin	Beach	Internal Services	Total District
Base Cost													
Budgeted FTE by Fund Allocation	23.8 8.63%	34.2 12.41%	43.9 15.92%	11.6 4.21%	2.5 0.92%	78.5 28.48%	25.0 9.07%	7.1 2.58%	2.5 0.90%	2.5 0.89%	25.5 9.25%	18.6 6.75%	275.7 100%
Budgeted Wages by Fund Allocation	\$ 2,125,940 14.91%	\$ 2,799,411 19.63%	\$ 1,592,508 11.17%	\$ 372,113 2.61%	\$ 89,488 0.63%	\$ 2,970,495 20.83%	\$ 1,164,024 8.16%	\$ 345,389 2.42%	\$ 139,281 0.98%	\$ 183,759 1.29%	\$ 932,898 6.54%	\$ 1,544,270 10.83%	\$ 14,259,576 100%
Budgeted Benefits by Fund Allocation	\$ 1,068,804 18.68%	\$ 1,407,335 24.60%	\$ 512,154 8.95%	\$ 115,629 2.02%	\$ 47,157 0.82%	\$ 985,297 17.22%	\$ 368,533 6.44%	\$ 85,289 1.49%	\$ 29,131 0.51%	\$ 60,652 1.06%	\$ 240,804 4.21%	\$ 799,470 13.98%	\$ 5,720,255 100%
Budgeted Services & Supplies by Fund Allocation	\$ 1,221,180 8.67%	\$ 3,284,771 23.31%	\$ 2,362,177 16.76%	\$ 486,135 3.45%	\$ 386,890 2.75%	\$ 3,221,476 22.86%	\$ 818,566 5.81%	\$ 418,301 2.97%	\$ 89,311 0.63%	\$ 179,860 1.28%	\$ 824,987 5.85%	\$ 798,377 5.67%	\$ 14,092,031 100%
Budgeted Accounting - Invest. Int.	\$ 757,297												
Percentage of Costs Allocated	80%												
Allocation based on Services & Supplies	52,500	141,217	101,554	20,900	16,633	138,496	35,191	17,983	3,840	7,732	35,467	34,323	\$ 605,838
Blended Allocation	14%	19%	12%	3%	1%	22%	8%	2%	1%	1%	7%	11%	
Budgeted Human Resources	\$ 974,317												
HR + 20% Accounting	\$ 1,125,776												
Based on Wages, Benefits & FTE	158,460	212,548	135,265	33,168	8,906	249,667	88,840	24,349	8,952	12,157	75,059	118,405	\$ 1,125,776
Central Services Cost Allocation	\$ 363,688	\$ 353,765	\$ 236,819	\$ 54,068	\$ 25,539	\$ 388,163	\$ 124,031	\$ 42,333	\$ 12,792	\$ 19,889	\$ 110,527		\$ 1,731,614
Annual Billing for Adopted Budget	\$ 353,700	\$ 236,800	\$ 54,000	\$ 25,500	\$ 388,100	\$ 124,000	\$ 42,300	\$ 12,700	\$ 19,800	\$ 110,500			\$ 1,367,400

Prepared and calculated in accordance with NRS 354.613 Subsection 1c and IVGID Board Policy 18.1.0

Note: The basis for Services & Supplies for the Central Services Cost Allocation differs from the Budgeted Services & Supplies by excluding costs for the allocation itself.

By: Gerald W. Eick, Director of Finance

Gerald W. Eick

EXHIBIT "E"

EXPENDITURES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Championship Golf Course				
Salaries and Wages	1,450,745	1,495,000	1,592,508	1,592,508
Employee Benefits	378,678	425,000	512,154	512,154
Services and Supplies	2,226,279	2,301,600	2,587,477	2,598,977
Capital Outlay	-	-	613,782	653,200
Subtotal Championship Golf Course	4,055,702	4,221,600	5,305,921	5,356,839
Mountain Golf Course				
Salaries and Wages	327,821	380,000	372,113	372,113
Employee Benefits	88,958	110,000	115,629	115,629
Services and Supplies	555,392	510,800	540,035	540,135
Capital Outlay	-	-	1,541,238	2,420,700
Subtotal Mountain Golf Course	972,171	1,000,800	2,569,015	3,448,577
Facilities (Chateau and Aspen Grove)				
Salaries and Wages	80,096	86,000	89,488	89,488
Employee Benefits	38,460	43,000	47,157	47,157
Services and Supplies	330,241	394,600	412,290	412,390
Capital Outlay	-	-	180,400	180,400
Subtotal Facilities	448,797	523,600	729,335	729,435
Ski				
Salaries and Wages	2,767,963	3,043,000	2,970,495	2,970,495
Employee Benefits	847,817	950,000	985,297	985,297
Services and Supplies	3,408,547	3,762,000	3,662,826	3,609,576
Capital Outlay	-	-	2,482,166	2,770,850
Subtotal Ski	7,024,327	7,755,000	10,100,784	10,336,218
Community Programming (including Rec Center)				
Salaries and Wages	1,093,852	1,112,000	1,164,024	1,164,024
Employee Benefits	319,199	335,000	368,533	368,533
Services and Supplies	819,054	862,300	948,366	942,566
Capital Outlay	-	-	413,700	468,650
Subtotal Community Programming	2,232,105	2,309,300	2,894,623	2,943,773
Parks				
Salaries and Wages	332,157	327,000	345,389	345,389
Employee Benefits	71,527	80,000	85,289	85,289
Services and Supplies	414,614	429,600	459,201	460,601
Capital Outlay	-	-	880,252	1,028,752
Subtotal Parks	818,298	836,600	1,770,131	1,920,031
Tennis				
Salaries and Wages	120,151	139,000	139,281	139,281
Employee Benefits	19,854	27,500	29,131	29,131
Services and Supplies	88,525	99,200	102,011	102,011
Capital Outlay	-	-	793,500	1,363,950
Subtotal Tennis	228,530	265,700	1,063,923	1,634,373
Community Services Administration				
Salaries and Wages	144,815	135,000	183,759	183,759
Employee Benefits	41,518	43,000	60,652	60,652
Services and Supplies	171,165	189,000	199,660	199,660
Capital Outlay	-	-	-	-
Subtotal Comm. Serv. Administration	357,498	367,000	444,071	444,071
Debt Service - G.O. Revenue Supported Bond				
Principal	-	-	355,188	355,188
Interest	-	-	29,166	29,166
Subtotal Debt Service	-	-	384,354	384,354
Subtotal - Comm. Services Expenditures	16,137,428	17,279,600	25,262,157	27,197,671
Transfers Out	4,960,341	4,241,577	-	-
ENDING FUND BALANCE	10,645,469	13,183,167	10,453,105	9,146,076
TOTAL COMMITMENTS & FUND BALANCE	31,743,238	34,704,344	35,715,262	36,343,747

Incline Village General Improvement District

Community Services Special Revenue Fund

Note prior to July 1, 2019 Capital Outlay and Debt Service were reported under separate funds.

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services				
Championship Golf Course	3,765,419	4,130,000	4,516,321	4,516,321
Mountain Golf Course	630,214	700,000	678,573	678,573
Facilities (Chateau & Aspen Grove)	355,696	410,000	420,793	420,793
Ski	9,155,646	11,700,000	9,222,320	9,222,320
Community Programming	1,289,953	1,305,000	1,285,209	1,285,209
Parks	48,910	55,000	62,178	62,178
Tennis	145,197	159,000	156,100	156,100
Recreation Administration	(758,481)	(725,000)	(748,600)	(748,600)
Subtotal Charged for Services	14,632,554	17,734,000	15,592,894	15,592,894
Facility Fee				
Championship Golf Course	795,437	804,000	976,157	976,157
Mountain Golf Course	505,878	517,000	689,052	689,052
Facilities (Chateau & Aspen Grove)	458,325	467,000	524,992	524,992
Ski	220,978	238,000	(336,323)	(336,323)
Community Programming	1,293,131	1,305,000	1,574,976	1,574,976
Parks	957,571	968,000	992,563	992,563
Tennis	163,667	164,000	196,872	196,872
Recreation Administration	1,374,975	1,321,000	1,164,826	1,164,826
Subtotal Facility Fees	5,769,982	5,784,000	5,783,115	5,783,115
Other miscellaneous				
Operating Grants	17,000	17,000	17,000	17,000
Investment income	69,303	69,000	50,000	50,000
Sale of Assets	85,562	-	-	-
Interfund services (green spaces)	74,014	77,000	98,210	98,210
Intergovernmental (IV high school fields)	20,220	18,000	23,400	23,400
Miscellaneous other & Cell Tower Leases	109,462	118,000	110,361	110,361
Capital Grants	-	-	486,000	623,800
Insurance proceeds	-	-	300,000	300,000
Subtotal Other Miscellaneous	375,561	299,000	1,084,971	1,222,771
Subtotal	20,778,097	23,817,000	22,460,980	22,598,780
OTHER FINANCING SOURCES (specify)				
Transfers in (Schedule T)	645,000	241,875	561,800	561,800
BEGINNING FUND BALANCE				
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	10,320,141	10,645,469	12,692,482	13,183,167
TOTAL AVAILABLE RESOURCES	31,743,238	34,704,344	35,715,262	36,343,747

* \$ 22,598,780
 < 5,783,115
 * 16,815,665

Incline Village General Improvement District

* Community Services Special Revenue Fund

EXHIBIT "F"

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services	1,266,613	1,450,000	1,488,800	1,488,800
Facility Fees	967,414	969,500	968,500	968,500
Investment income	2,288	13,500	22,500	22,500
Sales of capital assets	857	-	-	-
Capital Grants	-	-	150,000	-
Subtotal	2,237,172	2,433,000	2,629,800	2,479,800
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)	35,000	13,125	-	-
BEGINNING FUND BALANCE				
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	1,070,237	1,413,091	1,729,521	1,749,171
TOTAL RESOURCES	3,342,409	3,859,216	4,359,321	4,228,971
EXPENDITURES				
Salaries and Wages	748,538	820,000	932,898	932,898
Employee Benefits	182,791	200,000	240,804	240,804
Services and Supplies	688,417	879,600	931,087	935,488
Capital Outlay	-	-	859,600	990,050
Debt Service - G.O. Revenue Supported Bond				
Principal	-	-	5,812	5,812
Interest	-	-	477	477
Subtotal	1,619,746	1,899,600	2,970,678	3,105,529
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-	-	-
Transfers Out (Schedule T)	308,572	210,445	-	-
ENDING FUND BALANCE	1,413,091	1,749,171	1,388,643	1,123,442
TOTAL COMMITMENTS & FUND BALANCE	3,342,409	3,859,216	4,359,321	4,228,971

★ \$ 2,479,800
 < 968,500 >
 \$ 1,511,300

★

Incline Village General Improvement District

★ Beach Special Revenue Fund

Note prior to July 1, 2019 Capital Outlay and Debt Service were reported under separate funds.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS MAY 6, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENT – BECAUSE OUR INTERIM GENERAL MANAGER ADMITS IT IS IMPOSSIBLE TO OPERATE OUR RECREATIONAL FACILITIES WITHOUT THE ANNUAL NEARLY \$7 MILLION SUBSIDY OF THE RECREATION (“RFF”) AND BEACH (“BFF”) FACILITY FEES, IT’S TIME TO EITHER GET OUT OF THE COMMERCIAL “FOR PROFIT” RECREATION BUSINESS ALTOGETHER, OR TRANSFER OPERATION OF THE PUBLIC’S RECREATION FACILITIES TO A HOMEOWNERS’ ASSOCIATION OWNED BY WE LOCAL PROPERTY OWNERS WHO ARE THE ONES REQUIRED TO PAY THE SUBSIDY

Introduction: This morning I was forwarded some e-mail communications between our interim General Manager, Indra Winquest, and local property owner Dick Warren, concerning staff’s proposed 2020-21 budget¹. In those communications Mr. Warren stated that if he were on the Board, he would “approve a (reduced) Rec Fee of \$400 per parcel, and demand a revised (balanced) budget from staff in 7 days.” In response Indra stated that to do as Mr. Warren had suggested would mean “shutting down most of our venues and projects for the year.”

What I believe Indra was really telling Mr. Warren was that without the involuntary subsidy of the RFF/BFF, it is *impossible* for staff to operate the public’s recreation facilities as “for profit” commercial business enterprises, at least on a balanced budget basis.

Just to make sure I had it right I e-mailed Indra asking he confirm/deny/clarify². As of this meeting, I have not heard back from Indra. But his response must be to agree with me because otherwise, he should be able to present a proposed budget which cuts costs and the RFF/BFF.

In any event, with this revelation I thought it timely to again raise the issue of either getting out of the money losing commercial recreation business altogether, or simply turn over the public’s recreation revenues to an homeowners’ association made up of the local property owners who have been financially subsidizing them, for their/their legitimate guests’ exclusive use. And that’s the purpose of this written statement.

Divesting Ourselves of All of IVGID’s Money Losing Recreation Facilities And Returning Them to Private Ownership/Operation is Nothing More Than What the IVGID Board Promised to the Washoe County Board of Commissioners (“County Board”) and the Public on October 25, 1965: I have prepared a companion written statement (“the companion statement”) I’ve asked be attached to the minutes of this meeting which documents Harold Tiller’s promise to the public that if IVGID were granted the basic power to furnish facilities for public recreation, the *only* recreation facilities IVGID would acquire would be:

¹ Copies of those communications are attached as Exhibit “A” to this written statement.

² A copy of my e-mail is attached as Exhibit “B” to this written statement.

"Park properties (including two beaches)...All (other envisioned)... recreational facilities³...w(ould) be *privately owned...operated*"⁴ and presumably privately financed.

And insofar as "economic...sound(ness) and feasib(ility)"⁴ [see NRS 318.055(4)(c)(2)] are concerned, Mr. Tiller testified that:

IVGID's *ad valorem* taxes "together with its expected growth, w(ould) readily finance...acquisition and operation of the...beaches."⁵

Divesting Ourselves of All of IVGID's Public's Recreation Facilities Will Not Make Them Unavailable For Our Local Property Owners' Use: Instead, it will put them under private ownership/operation and eliminate the financial subsidy the majority of us have been compelled to pay given they primarily benefit the world's tourists.

Even if These Facilities Were No Longer Available For Our Local Property Owners' Use, We Really Don't "Need" Any of Them Inasmuch as We Already Have a Myriad of Alternatives Readily Available: For instance,

Golf: Many alternatives are offered in Kings Beach, Truckee and Reno. Granted, the commute time might be a bit longer. However, look at the cost savings;

Ski: Many alternatives are offered in Reno (Mt. Rose), Truckee, Tahoe City and South Shore. Moreover, they're superior in quality/amenities;

Recreation Center: High Altitude Fitness is here in town;

Tennis: We have an inter-local agreement with the Washoe County School District ("WCSD") whereby our residents are entitled to use WCSD recreational facilities at no charge. These facilities include WCSD tennis courts;

Parks and Athletic Fields: Since we are under the auspices of Washoe County governance, if for some reason there were no parks nor athletic fields in Incline Village, legitimately they should be provided by Washoe County. In fact, maybe we can sell our parks and athletic fields to

³ The developer of Incline Village, Crystal Bay Development Co. ("CBD") represented to purchasers of residential property that "Incline Village (would)...be a complete recreation area (consisting of)...two great golf courses, the finest tennis facilities in the world...a major ski development, riding stables... trails to the very crest of the mountains...gaming and related night club entertainment(,) and a cultural center with related youth programs."

⁴ Per attorney Wilson's letter to the County Board, IVGID was of the view that "findings of convenience and necessity and economy and feasibility" were both required.

⁵ Mr. Tiller's October 25, 1965 letter testimony to the County Board, with an asterisk next to the quoted language, is attached as Exhibit "A" to the companion statement.

Washoe County? Additionally, there are parks and athletic fields available to our residents in Kings Beach, Tahoe City and Truckee.

Conclusion: When IVGID was granted additional public recreation powers by the County Board, there was massive opposition in our community. Does anyone really think that if the District had been upfront and honest, sharing with the public it expected local property owners to bear the financial burden of owning, developing and operating all of the money losing facilities CBD envisioned³, the public would not have vehemently objected? To anyone who answers "yes," I have a couple of publicly owned bridges I'd like to sell you. To everyone else, why is it acceptable to shackle local property owners with a lifetime of financial subsidies?

The truth is we either:

1. Operate our recreation facilities and the programs offered thereat on a break even or positive cash flow basis without local property owner subsidy (the District can use part or all of the \$3 million of yearly *ad valorem* and C-tax revenues it receives);
2. Sell these facilities to someone else who can operate them without involuntary local property owner subsidy; or,
3. Let's make these facilities available to local property owners *ONLY* for their exclusive use. As a by-product, can you imagine how much our property values would increase over night?

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

EXHIBIT "A"

Re: FY2021 Draft Budget

From: Dick Warren <bd1947@icloud.com>
To: "Winqest, Indra S."
Cc: "Paul C. Navazio" <pcn@ivgid.org>, Tim Callicrate <callicrate_trustee@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Peter Morris <morris_trustee@ivgid.org>, Kendra Wong <wong_trustee@ivgid.org>
Subject: Re: FY2021 Draft Budget
Date: May 5, 2020 9:42 PM

Well, Indra, I am sure you have a lot of support from the Community, especially those not paying the Rec Fee.

BTW I never said to shut down the Venues, I simply said to operate the Venues without the level of Rec Fee support you have had in the past. Why is it that you can not run IVGID without the Rec Fee? Shouldn't the Venues break even WITHOUT the Rec Fee support? If you look at February/March/April, when nothing was going on, you still got those Rec Fee revenues. Where is that money now? Why aren't those funds going to be used to placate issues in FY2021? You not only want the \$830 per parcel from last year, but now you want the \$830 for this year too. Can you connect the dots on this for me? I doubt it.

I'm sure you have a ton of support in the Community Indra, after, most folks support "freebies". But as an interim GM, you need to be fiscally responsible; that is, you need to make tough decisions based on facts, not what the Community "freeloaders" want.

But then, Indra, as the local Candy Man, that would make you unpopular, and God forbid that the interim GM of IVGID would be unpopular. It is a shame that you are more of a politician than a competent Manager....IVGID needs the latter.

Sent from my iPad

> On May 5, 2020, at 9:02 PM, Winqest, Indra S. <ISW@ivgid.org> wrote:

>

> Thanks for your email Mr Warren. I completely disagree with your opinion. Quite frankly i have not heard anything this extreme from anyone in the community but you but of course you are entitled to your opinion. Basically what you are recommending is shutting down most of our venues and projects for the year. The golf courses and Tennis are opening later this month. Beaches are already up and going and will continue to get busier as restrictions are lifted. Rec Center and Programs not so lucky but we expect to start gradually opening these back up in June unless things regress.] ☆

>

> Additionally, we are planning for DP to have a solid season. It will not be business as usual for some time and we are planning for this but remember, the worst of the impact is going to be over by July/August so most of the revenue loss is occurring now in this fiscal year. We are planning for close to normal operations next spring and early summer as we finish up the 20-21 fiscal year. If things worsen for whatever reason we will

5/6/2020

Re: FY2021 Draft Budget

manage it as we are now. Noone can predict what is happening so we will adjust however needed.

>

> If you understood the community and our venues you would know people are really anxious to get back to the facilities and doubtful they want reduced levels of service after being at home for months. We are ready to adjust our operations to whatever is happening. Staff is not getting paid for sitting around doing nothing. Im taking a pay decrease and im working more than i ever have in my life managing through all of this. Im confident in what we are doing. Sorry you disagree. We have a ton of support.

>

>

>

> Cheers, Indra

>

>>> On May 5, 2020, at 7:59 PM, Dick Warren <bd1947@icloud.com> wrote:

>> You guys are amazing, but I have to give you credit for having an incredible amount of "chutzpah & hubris" in delivering this FY2021 Budget. Not only do you wait until 2 days before the meeting starts to deliver 160 pages for individuals like the Board of Trustees & interested residents to digest, but, based on page 43, you are recommending that the Rec Fee remain at \$705 for 8,203 residents, and \$125 for 7,748 residents, a total of \$6.751M, basically the \$830 Rec Fee from previous years. Please tell me that my analysis is wrong, page 43 does not represent your recommendation, etc. But if I am correct that you are as audacious as revealed, then, if I were the Board, I would immediately approve a Rec Fee of \$400 per parcel, and demand a revised budget from Staff in 7 days. I doubt this Board has the intestinal fortitude to do that, but that's the only way you "IVGID Malcontents" will be forced into doing your job as managers.]*

>> Further down in your 160 page epistle you discuss the allocation between the Rec Fee & the Beach Fee...who gives a damn? It still stays at \$830.

>> Indra, I know, you are the Candy Man, you abhor eliminating worthless expenses, especially labor expenses, because this is your source of community support (My God, Indra wouldn't eliminate my daughter's job????!!!!???). But Indra, as the interim GM, don't you at least feel a little quiver of fairness to do what is right for the resident who pays the bill? I find your thinking, and Paul's thinking too since it's obvious that Paul has bought into the "IVGID Way", really amazing. You really do not mind screwing the residents for the benefit of locals that get benefits but do not have to pay for them.

>> Please tell me that my facts are wrong, that you are not as worthless as you appear to be.

>> How do you guys sleep at night? No problem, we're going to get that \$830 Rec Fee...all problems solved!

>> Worthless Management at the top of IVGID.

>>>> On May 4, 2020, at 6:40 PM, Dick Warren <bd1947@icloud.com> wrote:

>>> Hey guys, this draft budget should have been out today. But so far it is not there for me to review.

>>> For the record, if you come out with a budget that assumes an \$830 Rec Fee, I would say that budget is DOA (Dead On Arrival). At a minimum, the Rec Fee should at least be cut by 50%.

>>> So if your objective is to continue things "as usual", the Trustees should reject it immediately.

17910

EXHIBIT "B"

Re: FY2021 Draft Budget

From: s4s@ix.netcom.com
To: "Winquest, Indra S."
Cc: "Paul C. Navazio" <pcn@ivgid.org>, Tim Callicrate <callicrate_trustee@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Peter Morris <morris_trustee@ivgid.org>, Kendra Wong <wong_trustee@ivgid.org>
Subject: Re: FY2021 Draft Budget
Date: May 6, 2020 11:49 AM

Hello Indra -

I have been forwarded some recent communications between you and local resident/property owner Dick Warren concerning staff's proposed 2020-21 budget.

In the same Dick suggests that staff should reduce the combined Rec Fee to \$400 and reduce expenses accordingly, and in response you state that by doing what Dick suggests, staff would be forced to shut down essentially all recreation venues and proposed capital improvement projects for at least the next year. Do I have this right? If I don't, can you please set me straighten me out as to where I am wrong?

Assuming I am not wrong, what you're basically saying is that without an annual Rec Fee subsidy of in excess of \$400 (and you don't state how much of an excess) per parcel/dwelling unit, it is IMPOSSIBLE for staff to operate the public's recreation facilities at a break even or on a possible positive cash flow basis for at least the next year. Do I have this right?

Assuming I do, let's be honest and straightforward with the Board and our local parcel owners; it's called "transparency." Without the subsidy of our Rec and Beach Facility Fees, it is IMPOSSIBLE for staff to operate the public's recreational facilities, as commercial "for profit" business enterprises, FOR THE REST OF OUR LIVES! Do I have this right?

If I don't, and assuming staff is unable to generate additional revenues over those budgeted, please tell me how much lower the combined Rec Fee can go for staff to be able to operate the public's recreational facilities, as commercial "for profit" business enterprises, at a break even or on a possible positive cash flow basis. And whatever that number is, why haven't staff proposed reductions in spending to make that a reality?

Thank you for your cooperation. Aaron Katz

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS MAY 6, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENT – THE BOARD MUST AMEND RESOLUTION 1480 AND POLICY 3.1.0 BECAUSE OUR INTERIM GENERAL MANAGER REPRESENTS HE HAS DIRECT SUPERVISION OVER ALL DISTRICT EMPLOYEES, AND SPENDING AUTHORITY OF UP TO \$100,000 WITHOUT BOARD APPROVAL

Introduction: At page 11 of the Board packet¹, our interim General Manager, Indra Winqest, and local property owner Dick Warren, reminds us that “as stated in Resolution 1480², (it is) the General Manager (who) has direct supervision over *all* District employees.” And at page 16 of the 5/6/2020 Board packet, under Policy 3.1.0³, the General Manager has the authority to enter into contracts totaling and to spend up to \$100,000 without advance Board approval. For these reasons I urge the Board to modify both Resolution 1480 and Policy 3.1.0. And these are the purposes of this written statement.

¶II of Resolution 1480: states that “the District operates under a Board-Manager form of government which places the Board of Trustees in the role of establishing overall IVGID policy direction. IVGID Staff is appointed to administer and execute day-to-day operations. The (General) Manager is responsible for supervising these operations and providing general administrative direction. With regarding to IVGID personnel, it is the Board’s responsibility to establish overall guidelines governing IVGID’s approach to personnel matters. The (General) Manager’s role is to put these guidelines into the day-to-day practice of hiring, firing, motivating, promoting, demoting, compensating, and training individual employees.” This makes the General Manager our employees’ boss to whom they owe their loyalty.

This language conflicts with NRS 318.180⁴, 318.185⁵ and 318.210⁶ which state, respectively, that it is the IVGID Board which has the power to: “hire and retain agents, employees, servants, engineers and attorneys, and any other persons necessary or desirable to effect the purposes of this chapter;” “prescribe the duties of officers, agents, employees and servants, and fix their compensation;” and, “all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter.”

¹ Go to https://www.yourtahoepace.com/uploads/pdf-ivgid/5-6-2020_BOT_Packet_Regular.pdf (“the 5/6/2020 Board packet”).

² See pages 12-17 at https://www.yourtahoepace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf.

³ See pages 8-13 at <https://www.yourtahoepace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>.

⁴ Go to <https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec180>.

⁵ Go to <https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec185>.

⁶ Go to <https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec210>.

The Board needs to modify Resolution 1480 to make it mirror the expansive grant of power NRS 318 bestows upon the Board rather than the General Manager.

¶(f) of Policy 3.1.0.6: states that “contracts, other than those covered by Nevada Revised Statutes 332.115⁷ and which are not subject to the advertising thresholds of Nevada Revised Statutes 332 and/or 338, may be authorized, approved and executed by the General Manager of the District or (his/her) designee, unless otherwise ordered by the Board of Trustees. Contracts covered by Nevada Revised Statutes 332.115 may be authorized, approved and executed by the General Manager or his designee of the District, if it is for an amount less than the advertising threshold of Nevada Revised Statute 332.”

Given NRS 332.065(1)⁸ instructs that *only* “if the estimated annual amount required to perform a contract is more than \$100,000, (may) the governing body or its authorized representative: (a)... advertise the contract in the manner prescribed in NRS 332.045; and, (b)...issue a solicitation for the contract,” contracts under \$100,000 “may be authorized, approved and executed by (our) General Manager...unless otherwise ordered by the Board of Trustees.”

The Board needs to modify Policy 3.1.0 to reduce the expansive grant of power NRS 332 bestows upon the General Manager rather than the Board.

¶(h) of Policy 3.1.0.6: While the Board is at it, the Mark Smith litigation demonstrates it should modify this portion of Policy 3.1.0.6, “litigation,” to “obtain Board of Trustees authorization, at a public meeting, (not only) to initiate any lawsuit,” but to *defend any lawsuit*.

¶(g) of Policy 3.1.0.6: While the Board is at it, the Mark Smith and Aaron Katz litigations demonstrate it should modify this portion of Policy 3.1.0.6, “claims,” to give the General Manager and General Counsel, and/or their designees, the authority “to negotiate on behalf of IVGID, the settlement of all property damage, personal injury...liability (*as well as other*) claims, unless otherwise ordered by the Board of Trustees.”

Policy 3.1.0.8: While the Board is at it, it should modify this portion of Policy 3.1.0.6, “agenda preparation,” to change the word “will” to “shall” where highlighted in the following second sentence: “The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda for each meeting. The Chair **will** place on the Agenda any item requested by a fellow Trustee.”

Policy 3.1.0.10: While the Board is at it, it should modify this portion of Policy 3.1.0.6, “public participation,” to solicit “comments...from the public during (*at least*) two comment periods” of any Board or committee meeting, one at the start of the meeting and one prior to adjournment.” Notwithstanding, additional language should be added which makes it clear that nothing provided for therein shall limit nor prohibit the power of the Board chairperson “from taking (additional)

⁷ Those “which by their nature are not adapted to award by a competitive solicitation.”

⁸ Go to <https://www.leg.state.nv.us/NRS/NRS-332.html#NRS332Sec065>.

comments by the general public in addition to what is required pursuant to” the above, such as “after each item on the agenda on which action may be taken is discussed by the public body, but before the public body takes action on the item” [see NRS 241.020(3)(d)(3)(II)⁹].

Conclusion: Past Boards have abdicated their administrative and spending responsibilities to un-elected General Managers. Now that the spending authority of authorized representatives of governing bodies has been doubled to \$100,000, it’s time for this Board to take back the District.

And to those asking why our Recreation (“RFF”) and/or Beach (“BFF”) Facility Fees are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

⁹ Go to <https://www.leg.state.nv.us/NRS/NRS-241.html#NRS241Sec020>.

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2020	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS DUE DATES	ITEMS SLATED FOR CONSIDERATION
06/23	Tuesday	3:00 p.m.	Chateau	Special Board Meeting	06/14/2020 8 a.m.	Conduct interviews and possible appointment (Audit Committee Members At-Large)
06/23	Tuesday	3:00 p.m.	Chateau	Regular Board Meeting	06/14/2020 8 a.m.	Championship Golf Maintenance Drainage and Washpad Improvement Project Construction – Contract Award Martis Peak Road Water Main Replacement – Contract Award Board Policy 7.1.0 and Board Practice 7.2.0 (Trustee Dent) General Manager Appointment (Chairman Callicrate)
07/08	Wednesday	6 p.m.	Chateau	Regular Board Meeting	06/29/2020 8 a.m.	Back-up date for Champ Golf Maintenance Construction Export Project Manager
07/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	07/20/2020 8 a.m.	Review and approve District Indebtedness Report including the Five Year Capital Improvement Project Summary and State Forms Utility Rate adjustments (fee schedules) – pushed out from the April 14, 2020 meeting Provide bid results for the installation of the electrical panels (Bandelin)
08/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	08/03/2020 8 a.m.	RFP for Legal Services Capital Improvement Projects Board priorities
08/26	Wednesday	6 p.m.	Chateau	Regular Board Meeting	08/17/2020 8 a.m.	
09/09	Wednesday	6 p.m.	Chateau - CONFLICT	Regular Board Meeting	08/31/2020 8 a.m.	09/23 is available at the Chateau
09/30	Wednesday	6 p.m.	Chateau - CONFLICT	Regular Board Meeting	09/21/2020 8 a.m.	09/23 is available at the Chateau
10/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	10/05/2020 8 a.m.	
10/28	Wednesday	6 p.m.	Chateau	Regular Board Meeting	10/19/2020 8 a.m.	
11/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	11/02/2020 8 a.m.	
11/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	11/16/2020 8 a.m.	Typically cancelled
12/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	11/30/2020 8 a.m.	
12/30	Wednesday	6 p.m.	Chateau	Regular Board Meeting	12/21/2020 8 a.m.	Typically cancelled

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2021	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS DUE DATES	ITEMS SLATED FOR CONSIDERATION
01/13	Wednesday	6 p.m.		Regular Board Meeting		
01/27	Wednesday	6 p.m.		Regular Board Meeting		
02/10	Wednesday	6 p.m.		Regular Board Meeting		
02/24	Wednesday	6 p.m.		Regular Board Meeting		
03/10	Wednesday	6 p.m.		Regular Board Meeting		
03/24	Wednesday	6 p.m.		Regular Board Meeting		
04/14	Wednesday	6 p.m.		Regular Board Meeting		
04/28	Wednesday	6 p.m.		Regular Board Meeting		
05/12	Wednesday	6 p.m.		Regular Board Meeting		
05/26	Wednesday	6 p.m.		Regular Board Meeting		
06/09	Wednesday	6 p.m.		Regular Board Meeting		
06/30	Wednesday	6 p.m.		Regular Board Meeting		

Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar
RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware
TRPA EIS Contract at Diamond Peak
WCSD Joint Agreement
Split Ordinance (allow 45 days ahead of action)

*Budget approval is required after the third Monday however whatever date is selected, a 10-day notice must be given. Must accomplished no later than June 1, 2021.