

**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:

<b>Addendum Number</b>	<b>Addendum Date</b>
Addendum 1	10/3/2023
Addendum 2	10/17/2023
Addendum 3	10/24/2023

**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:

San Joaquin Electric, Inc.

\_\_\_\_\_  
*(typed or printed name of organization)*

By:   
*(individual's signature)*

Name: DOUGLAS TALBERT  
*(typed or printed)*

Title: President  
*(typed or printed)*

Date: 10/23/2023  
*(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: FRAN JARVIS  
*(typed or printed)*

Title: CFO  
*(typed or printed)*

Date: 10/23/2023  
*(typed or printed)*

Address for giving notices:

PO Box 30068

Stockton, CA 95213

Bidder's Contact:

Name: Jared Johnson  
*(typed or printed)*

Title: Estimator  
*(typed or printed)*

Phone: 209-639-0006

Email: Jared@sjelec.net

Address: San Joaquin Electric, Inc.

4501 Harlin Drive

Sacramento, CA 95826

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

0067932

**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
Carson City WRRF Phase 1 Jim Morris JMorris@carson.org (775) 887-2355	Electrical and Instrumentation for an upgrade at existing WWTP. Upgrade added headworks bar screen, two bioreactors modifications to the ras/was and influent P/S, chemical storage upgrades, polymer feed system & new mixing system at the digester.	2018	\$5,939,954.00
Carson City WRRF Phase 2 Jim Morris JMorris@carson.org (775) 887-2355	Replacement of existing headwork facility including new bio solids handling and odor control facility.	2020	\$2,208,076.00
Carson City WRRF Electrical Improvements Jim Morris (775) 887-2355	Wastewater Plant Furnish and install Electrical, controls, and instrumentation	2023	\$2,357,000.00
NAS Fallon WWTP P-393 Dennis Smith dennis.w.smith3@navy.mil (619) 532-2317	Demolition of the existing WWTP and the construction of a new WWTP and associate facilities. All new electrical, instrumentation, SCADA and PLC upgrades.	2020	\$2,115,889.00
DCLSTA GMP3 Treatment Plant Upgrades Nikolai Nikolov nnikolov@dcsid.com (775) 558-3558	Installed blower system for aeration basins and Switchgear and VFD upgrades. Instrumentation and SCADA upgrades.	2022	\$708,769.00

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

Foremen/Super's Name	Title	Years' Experience	
John Miller	General Foreman	38	
Name & Location of Project Carson City WRRF Phase 2	Description Replacement of existing headwork facility including new bio solids handling and odor control facility.	Project Cost \$2,208,076.00	Date Completed 2020
Name & Location of Project Carson City WRRF Electrical Improvements Carson City, NV	Description Wastewater Plant Electrical, controls, instrumentation	Project Cost \$2,357,000.00	Date Completed 2023
Name & Location of Project Carson City WRRF Phase 1 Carson City, NV	Description Electrical and Instrumentation for an upgrade at existing WWTP. Upgrade added headworks bar screen, two bioreactors modifications to the ras/was and influent P/S, chemical storage upgrades, polymer feed system & new mixing system at the digester.	Project Cost \$5,939,954.00	Date Completed 2018
Name & Location of Project Douglas County GMP3 DCSLTA Zephyr Cove, NV	Description Installed blower system for aeration basins and Switchgear and VFD upgrades. Instrumentation and SCADA upgrades.	Project Cost \$708,769.00	Date Completed 2022



**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.)

<b>Prime Contractor's Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
SAN JOAQUIN ELECTRIC, INC. 8985 DOUBLE DIAMOND PKWY B9 RENO, NV 89521 (775) 800-5280	0067932 / UNLIMITED
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Description of work being self-performed by Contractor: DEMOLITION, ELECTRICAL, TEMP POWER, CONTROL	43.5%

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
GEORGE T. HALL COMPANY 8565 DOUBLE R BLVD. RENO, NV 89511 (775) 356-7401	0068362 / \$5,000,000.00
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
CONTROL PANEL, INSTRUMENTATION & CONTROL (SUPPLIER)	14%

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
CODALE ELECTRICAL SUPPLY 966 EAST GREG STREET SPARKS, NV 89431 (775) 322-3400	5069443A-LIC (BUSINESS LICENSE)
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
ELECTRICAL DISTRIBUTION EQUIPMENT (SUPPLIER)	37%

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>

**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
SAN JOAQUIN ELECTRIC, INC. 8985 DOUBLE DIAMOND PKWY B9 RENO, NV 89521 (775)800-5280	0067932 / UNLIMITED
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: DEMOLITION, ELECTRICAL, TEMP POWER, CONTROLS	43.5%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
K6 WALTERS CONSTRUCTION 9945 N. VIRGINIA ST. RENO, NV 89506 (775)677-7220	0017383 / UNLIMITED
Kind of Work/Supplies	% of Work/Supplies
CIVIL	3.3%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
JEFFCO PAINTING + COATING, INC. 1260 RAILROAD AVE. VALLEJO, CA 94592 (707)562-1933	28097 / UNLIMITED
Kind of Work/Supplies	% of Work/Supplies
PAINTING + COATING	0.6%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
KAWCAK MASONRY, INC. 7955 SUGARLINE CT. #150 RENO, NV 89523 (775)624-6422	017970 / \$3,500,000.00
Kind of Work/Supplies	% of Work/Supplies
MASONRY	0.5%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
ELECTRICAL RELIABILITY SERVICES, INC. 6400 KOLL CENTER PKWY #417 PLEASANTON, CA 94566 (925)485-3405	0037653 / \$1,000,000.00
Kind of Work/Supplies	% of Work/Supplies
NETA TESTING	1.1%



**PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT**

I, Douglas Talbert, on behalf of San Joaquin Electric, 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. 2599DI1703, Project Name SEWER PUMP STATION #1 IMPROVEMENT ("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: *Douglas Talbert*

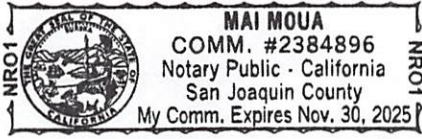
Print Name: Douglas Talbert

Title: President Date: 10/17/2023

State of California )  
 )ss.

County of San Joaquin )

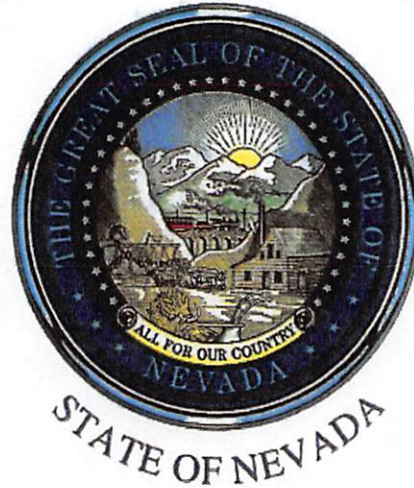
This instrument was acknowledged before me on 17th day of October, 2023, by Douglas Talbert (name of person making statement).



*Maitha*  
Notary Signature

NOTARY STAMP

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

SAN JOAQUIN ELECTRIC, INC.

**Nevada Business Identification # NV20071593638**

**Expiration Date: 01/31/2024**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/19/2023.



*Francisco V. Aguilar*

Certificate Number: B202301193320977

You may verify this certificate  
online at <http://www.nvsos.gov>

FRANCISCO V. AGUILAR  
Secretary of State





## NEVADA STATE CONTRACTORS BOARD

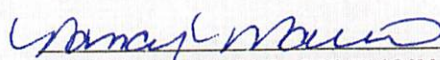
5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190

### **SPECIALTY CONTRACTOR'S RESTRICTED** **CERTIFICATE OF ELIGIBILITY** **PER NRS 338.147 and NRS 338.1389**

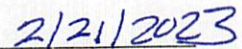
CERTIFICATE NUMBER: **SBPC-20-06-30-0287**

**SAN JOAQUIN ELECTRIC INC** (HEREIN THE "CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0067932** ORIGINAL ISSUE DATE: **02/22/2007** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **C-2** **ELECTRICAL** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED 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 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 WHEN ACTING AS A PRIME CONTRACTOR ON THE SPECIFIC PUBLIC WORKS PROJECT FOR WHICH THIS CERTIFICATE IS SUBMITTED BY THE CONTRACTOR.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **MARCH 1, 2023** AND EXPIRES ON **FEBRUARY 29, 2024**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



NANCY MATHIAS, LICENSING ADMINISTRATOR  
FOR MARGI GREIN, EXECUTIVE OFFICER



DATE



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named 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#: **0067932**

EXPIRES: **2/28/2025**

**SAN JOAQUIN ELECTRIC INC  
PO BOX 30068,  
STOCKTON, CA 95213**

LIMIT: **Unlimited**  
CLASS: **C-2**

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**SAN JOAQUIN ELECTRIC INC**

Licensed since February 22, 2007

License No. **0067932**

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

**C-2 Electrical**

LIMIT: Unlimited  
EXPIRES: 02/28/2025

**PRINCIPALS:**

DOUGLAS TALBERT, President, QI  
ROGER SCHRUM, Secretary  
FRANCES JARVIS, Treasurer



Chair, Nevada State Contractors Board



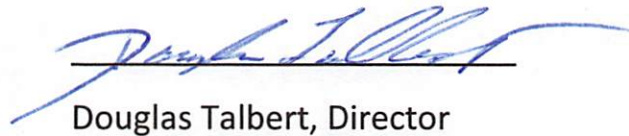
**RESOLUTION OF THE BOARD OF DIRECTORS  
OF SAN JOAQUIN ELECTRIC INC.**

The board of directors of SAN JOAQUIN ELECTRIC INC. unanimously resolves as follows:


RESOLVED, that the President, Douglas Talbert; Vice President/Secretary, Roger Schrum, and Fran Jarvis, Chief Financial Officer (Treasurer) are officers of the Corporation and are authorized to sign bids, bid forms, bid bonds, performance bonds, payment bonds, vehicle purchase agreements, equipment purchase agreements, and contracts binding the corporation.

This resolution may be signed in counterparts, and facsimile signatures shall be valid as original signatures

1/5/22  
DATE

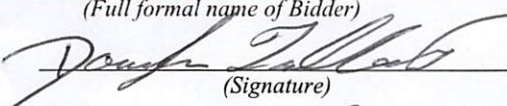
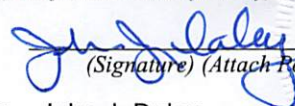
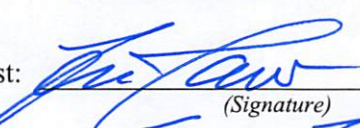
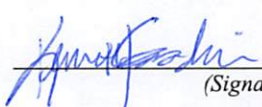
  
\_\_\_\_\_  
Douglas Talbert, Director

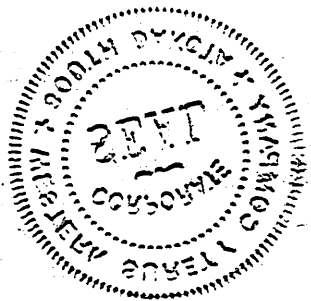
1-5-22  
DATE

  
\_\_\_\_\_  
Roger Schrum, Director



## SECTION 4 - BID BOND

<p><b>Bidder</b>                  Name: San Joaquin Electric, Inc.                   Address (<i>principal place of business</i>):                  2342 Teepee Drive                  Stockton, CA 95205</p>	<p><b>Surety</b>                  Name: Western Surety Company                   Address (<i>principal place of business</i>):                  555 Mission Street, Suite 200                  San Francisco, CA 94105</p>
<p><b>Owner</b>                  Name: <b>Incline Village GID</b>                   Address (<i>principal place of business</i>):  <b>Public Works Department</b>  <b>1220 Sweetwater Road</b>  <b>Incline Village, NV 89451</b>  <b>775-832-1267</b></p>	<p><b>Bid</b>                  Project (<i>name and location</i>):  <b>Incline Village GID</b>  <b>Sewer Pump Station #1 Improvements</b>                   Bid Due Date: <b>Oct. 26, 2023</b></p>
<p><b>Bond</b>                  Bond Amount:        <b>[Amount]</b> Ten Percent of the Total Amount Bid (10%)                  Date of Bond:        <b>[Date]</b> October 12, 2023</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder                  San Joaquin Electric, Inc.  <i>(Full formal name of Bidder)</i></p>	<p>Surety                  Western Surety Company  <i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: <u></u>  <i>(Signature)</i></p>	<p>By: <u></u>  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>DOUGLAS TALBOT</u>  <i>(Printed or typed)</i></p>	<p>Name: <u>John J. Daley</u>  <i>(Printed or typed)</i></p>
<p>Title: <u>PRESIDENT</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u>  <i>(Signature)</i></p>	<p>Attest: <u></u>  <i>(Signature)</i></p>
<p>Name: <u>FRAN JARVIS</u>  <i>(Printed or typed)</i></p>	<p>Name: <u>Kenneth J. Goodwin</u>  <i>(Printed or typed)</i></p>
<p>Title: <u>CFO</u></p>	<p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	



*[Faint handwritten text, possibly a signature or date]*



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.

# 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

**L B Barnett, Kenneth J Goodwin, John J Daley, Amy Chan, Individually**

of Woodland Hills, CA, 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 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of June, 2021, 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

March 2, 2026



M. Bent, 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 12<sup>th</sup> day of October 2021



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://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.





# 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.

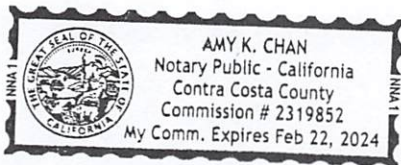
State of California  }

County of Contra Costa

On October 12, 2023 before me, Amy K. Chan, Notary Public  
Date Here Insert Name and Title of the Officer

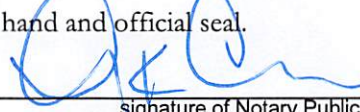
personally appeared John J. Daley  
Name(s) or Signer(s)

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.



Place Notary Seal Above

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   
signature of Notary Public

**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 this form to another document*

**Description of Attached Document**

Title or Type of Document Bid Bond - Incline village General Imp District

Document Date: October 12, 2023 Number of Pages: Two(02)

Signer(s) Other Than Named Above! N/A

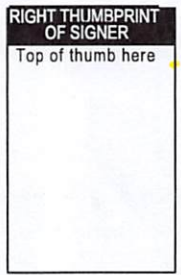
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John J. Daley  
 Individual  
 Corporate Officer --Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
Western Surety Company

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer --Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# CALIFORNIA 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 San Joaquin )

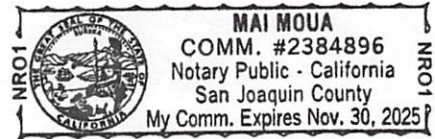
On October 16, 2023 before me, Mai Moua, Notary Public,  
(here insert name and title of the officer)

personally appeared Douglas Talbert

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 *Mai Moua*

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) \_\_\_\_\_ Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)  Signer(s) Thumbprint(s)  
 \_\_\_\_\_

## 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 **San Joaquin Electric, Inc., a California Corporation with its principle place of business located at 4501 Harlin Drive in Sacramento, California** (“Contractor”). This Agreement will be effective on **December 13, 2023** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Electrical upgrades to Sewer Pump Station #1 located along the shore of Lake Tahoe, in Incline Village, Washoe County, Nevada.

### ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Sewer Pump Station #1 Improvements**

### ARTICLE 3—ENGINEER

3.01 IVGID’s Engineering Division is to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by DOWL, LLC and the IVGID Engineering Division.

### ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

B. The OWNER anticipates issuing the Notice to Proceed on or about Dec. 13, 2023.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **560** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **590** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also



recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$2,500 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 \$2,500 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work as shown on the Bid Form. The total estimated Contract Price is **\$1,113,500**.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer, on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number

of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).
    - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
  - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half percent (97.5%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, and as recommended by Engineer, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of six percent (6%) per annum.

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Contractor's Bid dated **Oct. 24, 2023**.
  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 **18** sheets with each sheet bearing the following general title: **Sewer Pump Station #1 Improvements**.
  8. Addenda (**#1-#3**).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award
    - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Award date of project.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect

of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

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**

**CONTRACTOR:**  
**San Joaquin Electric, Inc.**  
**Agreed to:**

\_\_\_\_\_  
Joshua Nelson  
District General Counsel

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Mike Bandelin  
IVGID Interim General Manager

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

\_\_\_\_\_  
*Date*

**Agreed to:**

CONTRACTOR'S address for giving notice:  
4501 Harlin Drive  
Sacramento, CA 95826

Matthew Dent, Chairman

\_\_\_\_\_  
*Date*

David Noble, Secretary

\_\_\_\_\_  
*Date*

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

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Incline Village General Improvement District</p> <p>Mailing address <i>(principal place of business)</i>:                  Public Works Division; 1220 Sweetwater                  Road; Incline Village, NV 89451</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:                  Incline Village GID                  Sewer Pump Station #1 Improvements</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <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: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<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"]**



## SECTION 7 - PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner: Incline Village General Improvement District</b></p> <p>Mailing address <i>(principal place of business)</i>: _____</p> <p style="text-align: center;">Public Works Department; 1220 Sweetwater Road, Incline Village, NV 89451</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:                  Incline Village GID                  Sewer Pump Station #1 Improvements</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

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.

1. 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.
2. 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.
3. 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.
4. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 4.1. Claimants who do not have a direct contract with the Contractor
    - 4.1.1. 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
    - 4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 4.2. 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).
5. 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.
6. 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:
  - 6.1. 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
  - 6.2. Pay or arrange for payment of any undisputed amounts.
  - 6.3. 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.
7. 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.
8. 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.
9. 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.
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. 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.

12. 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.
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 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.
14. 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.
15. Definitions
  - 15.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 15.1.1. The name of the Claimant;
    - 15.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 15.1.3. 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;
    - 15.1.4. A brief description of the labor, materials, or equipment furnished;
    - 15.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    - 15.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    - 15.1.7. The total amount of previous payments received by the Claimant; and
    - 15.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 15.2. *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.
  - 15.3. *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.
  - 15.4. *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.
  - 15.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
16. 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.
17. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

**SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT**

**TO OWNER:**

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

**PROJECT:** Sewer Pump Station  
#1 Improvements

**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 2599DI1703  
PWP WA-2024-012  
CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

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

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

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ -

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

# SECTION 9 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal;

- seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

See SC-1.01

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the

design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

- B. ~~*Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.~~
- C. ~~*Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

See SC-2.01

## 2.02 *Copies of Documents*

- A. ~~Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.~~

See SC-2.02

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

## 2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

See SC-2.05

## 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.~~
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

See SC-3.01



- 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 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.

### *7.04 Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

- performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
  - C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

See SC-7.04

#### 7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete

and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from the item specified; and



- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

See SC-7.07

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such

proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents,

- consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

See SC-7.09

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance

of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

See SC-7.11

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

See SC-7.13

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 *Submittals*

##### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

- 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
- c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
  3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.



2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted

or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

See SC-7.18

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so

report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.



9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

See SC-9.12

## **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. ~~Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03. See SC-10.05~~

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

See SC-10.07

#### 10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### ARTICLE 11—CHANGES TO THE CONTRACT

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

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

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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**

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# SECTION 10 - SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## Article 1—DEFINITIONS AND TERMINOLOGY

SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraph:

- A. 1.01.A.38.b. Specialist—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

## Article 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Amend Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor hard copies of the Contract Documents as are reasonably necessary, with a maximum of five (5) sets, for execution of the work. Additional copies will be furnished, upon request, at the cost of production.

## Article 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

SC – 2.05 Add the following new paragraphs immediately after Paragraph 2.05.A:

2.05.A.5. The Progress Schedule is a comprehensive computer-generated schedule using CPM, generally as outlined in Associated General Contractors of America (AGC) 580, “Construction Project Planning and Scheduling Guidelines.” If a conflict occurs between the AGC publication and this specification, this specification shall govern.

#### Article 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

4.03 *Reference Points*

SC-4.03. Delete the first sentence of Paragraph 4.03.A in its entirety.

4.04 *Progress Schedule*

SC-4.04. Add the following new paragraphs to the end of Paragraph 4.04.B:

4.04.C. The Contractor shall submit a construction schedule within ten (10) days of Notice of Award. Thereafter, the Contractor shall submit an updated construction schedule every month.

4.04.D. Contractor shall comply with the requirements of Washoe County Development Code Division 4, Article 414, “Noise and Lighting Standards” in the performance of the Work. However, NO equipment operation, including “warm up,” shall occur prior to 8:00 a.m. nor after 7:00 p.m., excluding Saturdays, Sundays, and holidays recognized by Owner. The Engineer shall have final say as to the adequacy of the equipment for other than day use, and no additional payment shall be made to Contractor for the rental of equipment to meet these limitations.

#### Article 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 *Use of Site and Other Areas*

SC-5.02. Add the following language to the end of Paragraph 5.02.A.1:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the Site.

5.03 *Subsurface and Physical Conditions*

SC-5.03. Delete Paragraph 5.03.C in its entirety and insert the following in its place:

5.03.C Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site is as follows:

5.03.C.1. No subsurface explorations and/or tests have been performed. The Contractor shall have full responsibility with respect to subsurface conditions at the sites.

5.03.C.2. Similar work in Incline Village has uncovered existing OD steel water mains with pipe wrap manufactured with asbestos-containing materials (ACM). Testing has indicated

ACM pipe wrap discovered was in a non-friable state. The Contractor shall have full responsibility with respect to state and federal laws on handling and disposal of materials encountered for this work. No additional compensation will be considered for this work.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.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 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 Engineering Division, 1220 Sweetwater Road, Incline Village, NV 89451. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, employees or volunteers.

### 6.03 *Contractor's Insurance*

SC-6.03. Add the following new paragraphs immediately following Paragraph 6.03.A:

6.03.A.1. Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

6.03.A.2. General Liability: Contractor shall purchase General Liability including appropriate Auto Liability with a \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

6.03.A.3. Commercial Insurance: Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the Incline Village General Improvement District naming it as additional insured, indicating coverage types amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.C:

6.03.D. Deductible and/or Self-Insured Retention (SIR)

1. Any deductible and/or SIR must be declared to and approved by the Owner. The District reserves the right to request additional documentation (financial or otherwise) prior to giving its approval of the deductible and/or SIR and prior to executing the underlying Agreement. Any changes to the deductible and/or SIR made during the term of this Agreement or during the term of any policy, just be approved by the Owner prior to the change taking effective.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

Article 7—**CONTRACTOR'S RESPONSIBILITIES**

7.03 Add the following after paragraph 7.03.C:

7.03.D **Working Hours.** Working hours shall be limited to 8:00 a.m. to 7:00 p.m. Monday through Friday unless otherwise directed by Owner. No equipment operation, including "warm up", refueling or maintenance, shall occur outside these hours. Contractor shall not permit the performance of work outside these hours without Owner's written consent given after prior written notice to Engineer.

CONTRACTOR shall comply with all local and regional Noise Ordinances in the performance of the work. The ENGINEER shall have final say as to the adequacy of the equipment for other than day use and no additional payment shall be made to CONTRACTOR for the rental of equipment to meet these limitations.

Documented instances of noise producing activities by the CONTRACTOR outside of the permitted working hours shall result in a written warning for the first offense and a \$500 penalty for each subsequent offense.

7.04 *Services, Materials, and Equipment*

SC-7.04. Add the following new paragraph to the end of Paragraph 7.04.C:

7.03.D. Any materials or work not meeting Contract requirements shall be resubmitted to the Engineer or reconstructed at the Contractor's expense. Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

7.07 *Services, Materials, and Equipment*

SC-7.07. Add the following language at the end of Paragraph 7.07.A:

Contractor shall perform a minimum of 50 percent of the onsite labor with its own employees.

7.09 *Permits*

SC-7.09. Add the following new paragraph to the end of Paragraph 7.09.A:

7.09.B. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified:

1. The CONTRACTOR shall conduct all Work in accordance with the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, whether shown on the plans or not. If the CONTRACTOR fails to follow any requirements which result in a penalty by TRPA to the OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.

2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.
3. Contractor to acquire Washoe County Building Permit, if required, prior to starting any work. Owner will pay all fees associated with acquiring this permit. Contractor will pay all penalties associated with this permit.

## 7.11 *Laws and Regulations*

SC-7.11. Add the following new paragraph(s) immediately after Paragraph 7.11.C:

7.11.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.11, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

### 7.11.D.1. Prevailing Wage Rates:

7.11.D.1.a. Pursuant to NRS 338.020, hourly and daily rate of wages must not be less than prevailing wage in Washoe County. The most current schedule of prevailing wage rates as of contract award date, as determined by the Labor Commission of the State of Nevada, is included herein and shall be posted onsite.

### 7.11.D.2. Fair Employment Practices:

7.11.D.2.a. Pursuant to NRS 338.125, in connection with performance of Work under these Contract Documents, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.11.D.2.b. Contractor further agrees to insert this provision in all subcontracts thereunder except subcontracts for standard commercial supplies or raw materials.

7.11.D.2.c. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

### 7.11.D.3. Preferential Employment:

7.11.D.3.a. Pursuant to NRS 338.130, Contractor shall give preference in hiring, the qualifications of the applicants being equal: (a) First: To honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; and (b) Second: To other citizens of the State of Nevada.

7.11.D.3.b. If the provisions of NRS 338.130 are not complied with by Contractor, Contract shall be void, and any failure or refusal to comply with any of the provisions of this section shall render any such Contract void.

### 7.11.D.4, SB 207, Apprenticeship Utilization Act

Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, which requires contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects. The Prime Contractor will be liable for any subcontractor non-compliance.

7.11.E. The Contractor shall submit all certified payroll payrolls electronically via the internet into the Owner's contracted tracking system LCPtracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the Owner will provide the Contractor with the website addresses and a Login Identification with a password to access the payroll system. The Contractor is responsible for the set-up of access to the payroll system to their subcontractors. Training to utilize the system is available on the LCPtracker website.

### 7.13 *Safety and Protection*

SC-7.13. Add the following new paragraph immediately after 7.13.G:

7.13.G.1. The following Owner safety program(s) are applicable to the Work:

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to be performed under this Agreement. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
  - a. All employees and all other persons who may be affected by the operations of this Agreement.
  - b. All materials and equipment whether in storage on or off the construction site.
  - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.
3. The Contractor shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
4. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any confined space entries to be performed during completion of work under this Agreement. Contractor responsibilities include but are not limited to:
  - a. Review and be familiar with the Owner's online written Confined Space program.
  - b. Review documented information about Owner's confined spaces in which entry is intended. This information includes identified hazards for each permit-required confined space. The Contractor shall be responsible for performing their own hazard assessment prior to any confined space entry.

- c. Contractor shall have their own confined space entry program. Upon request of the Owner, Contractor will provide a statement confirming they are in compliance with their confined space entry program including requirements for confined space training for employees associated with the Work.
- d. Be responsible for following all confined space requirements established by the provisions in CFR 1910.146 and its chapters.
- e. Coordinate entry operations with the Owner when employees from the Contractor will be working in or near confined spaces.
- f. Debrief the Owner on any hazards confronted or created at the completion of entry operations.
- g. Place signs stating, “Danger, Follow Confined Space Entry Procedures Before Entering” at each confined space to be entered. The Contractor shall never leave a confined space open or unattended.

#### 7.18 *Indemnification*

SC-7.18. Add the following new paragraph immediately after Paragraph 7.18.B:

7.18.C. The Contractor agrees to hold harmless, indemnify and defend Owner, his employees, agents, consultants, or representatives from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to Contractor’s property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of the Contractor, his employees, agents, representatives or subcontractors arising out of the performance of work under these Contract Documents by the Contractor, or by others under the direction or supervision of the Contractor.

In determining the nature of the claim against Owner, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Owner.

In the event of a claim or lawsuit against Owner, Contractor shall reimburse Owner for cost of Owner's personnel in defending such actions. Reimbursement for the time spent by such personnel shall be the rate charged for such services by the private sector.

#### Article 8—**OTHER WORK AT THE SITE**

No suggested Supplementary Conditions in this Article.

#### Article 9—**OWNER’S RESPONSIBILITIES**

##### 9.12 *Owner’s Site Representative*

SC-9.12 Add the following new paragraphs immediately after Paragraph 9.12 of the General Conditions:

##### 9.13 *Owner as Resident Project Representative*

9.13.A. Owner may furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 10, Engineer’s Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

9.13.B. In addition to the Resident Project Representative which may be furnished by Engineer, Owner may furnish an Owner’s Site representative to assist Engineer. The responsibilities,

authorities, and limitations of authority of Owner's Site representative will be as specified for Engineer's Resident Project Representative.

#### **Article 10—ENGINEER'S STATUS DURING CONSTRUCTION**

##### **10.05 Determinations for Unit Price Work**

SC-10.05. Delete Paragraph 10.05 in its entirety and replace it with the following paragraph:

10.05. The Engineer will have the authority to determine the actual quantities and classifications of the items of Unit Price Work performed by the Contractor, and the written decisions of the Engineer on such matters will be final, binding on the Owner and Contractor, and not subject to appeal (except as modified by the Engineer to reflect changed factual conditions).

##### **10.07 Limitations on Engineer's Authority and Responsibilities**

SC-10.07. Add the following new paragraph immediately after Paragraph 10.07.E:

10.07.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

#### **Article 11—CHANGES TO THE CONTRACT**

##### **11.07 *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

JOE LOMBARDO  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT HARRIS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3340 WEST SAHARA AVENUE  
LAS VEGAS, NV 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

EMAIL: PUBLICWORKS@LABOR.NV.GOV

## 2024 PREVAILING WAGE RATES WASHOE COUNTY

**DATE OF DETERMINATION: October 1, 2023**

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

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

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

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

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

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

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

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

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

<a href="#">Air Balance Technician</a>	<a href="#">4</a>
<a href="#">Alarm Installer</a>	<a href="#">5</a>
<a href="#">Boilermaker</a>	<a href="#">6</a>
<a href="#">Bricklayer</a>	<a href="#">7</a>
<a href="#">Carpenter</a>	<a href="#">8</a>
<a href="#">Cement Mason</a>	<a href="#">9</a>
<a href="#">Electrician – Communication Technician</a>	<a href="#">10</a>
<a href="#">Electrician - Lineman</a>	<a href="#">11</a>
<a href="#">Electrician – Neon Sign</a>	<a href="#">13</a>
<a href="#">Electrician - Wireman</a>	<a href="#">14</a>
<a href="#">Elevator Constructor</a>	<a href="#">15</a>
<a href="#">Fence Erector</a>	<a href="#">17</a>
<a href="#">Flagperson</a>	<a href="#">18</a>
<a href="#">Floorcoverer</a>	<a href="#">19</a>
<a href="#">Glazier</a>	<a href="#">20</a>
<a href="#">Highway Striper</a>	<a href="#">22</a>
<a href="#">Hod Carrier-Brick Mason</a>	<a href="#">23</a>
<a href="#">Hod Carrier – Plasterer Tender</a>	<a href="#">24</a>
<a href="#">Ironworker</a>	<a href="#">26</a>
<a href="#">Laborer</a>	<a href="#">29</a>
<a href="#">Lubrication And Service Engineer (Mobile And Grease Rack)</a>	<a href="#">30</a>
<a href="#">Mechanical Insulator</a>	<a href="#">31</a>
<a href="#">Millwright</a>	<a href="#">32</a>
<a href="#">Operating Engineer</a>	<a href="#">34</a>
<a href="#">Operating Engineer – Steel Fabricator &amp; Erector</a>	<a href="#">34</a>
<a href="#">Operating Engineer – Piledriver</a>	<a href="#">35</a>
<a href="#">Painter</a>	<a href="#">37</a>
<a href="#">Piledriver (Non-Equipment)</a>	<a href="#">39</a>
<a href="#">Plasterer</a>	<a href="#">41</a>
<a href="#">Plumber/Pipefitter</a>	<a href="#">42</a>
<a href="#">Refrigeration</a>	<a href="#">43</a>
<a href="#">Roofer</a>	<a href="#">44</a>
<a href="#">Sheet Metal Worker</a>	<a href="#">45</a>
<a href="#">Soils and Material Tester</a>	<a href="#">46</a>
<a href="#">Sprinkler Fitter</a>	<a href="#">46</a>
<a href="#">Surveyor</a>	<a href="#">47</a>
<a href="#">Taper</a>	<a href="#">48</a>
<a href="#">Tile/Terrazzo Worker/Marble Mason Finisher</a>	<a href="#">49</a>
<a href="#">Tile/Terrazzo Worker/Marble Mason</a>	<a href="#">50</a>
<a href="#">Traffic Barrier Erector</a>	<a href="#">52</a>
<a href="#">Truck Driver</a>	<a href="#">53</a>
<a href="#">Well Driller</a>	<a href="#">55</a>
<b>Group Classifications</b>	
<a href="#">Labor Group Classifications</a>	<a href="#">56</a>
<a href="#">Operating Engineers</a>	<a href="#">60</a>

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

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

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

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

**Job Descriptions for Recognized Classes of Workers**

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

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

**Zone Rates**

The zone rate has been added to each applicable craft.

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

Craft: AIR BALANCE TECHNICIAN (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

Craft: ALARM INSTALLER (Non-Union Rate)

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

Alarm Installer.....39.90

**JOB DESCRIPTION:**

Includes but is not limited to:

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

Craft: BOILERMAKER (Union Rate)

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

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

**ADD PREMIUM PAY**

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

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.



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

Bricklayer Journeyman.....51.71  
 Bricklayer Foreman.....52.96

**Add Zone pay**

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

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

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial Masonry  
 Marble Masonry.

Craft: CARPENTER (Union Rate)

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

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

**ADD ZONE RATE**

(Building and Heavy Highway and Dam Construction)

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

Zone 1	0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	Over 300 miles	\$8.00

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

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

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

Craft: CEMENT MASON (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

**OVERTIME** – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

**JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.

2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.

3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Non-Union Rate)

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

Communication Technician.....41.13

**JOB DESCRIPTION:**

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS 1. Background-foreground music 2. Intercom and telephone interconnect systems 3. Telephone systems 4. Nurse call systems 5. Radio page systems 6. School intercom and sound systems 7. Burglar alarm systems 8. Low-voltage master clock systems 9. Multi-media/multiplex systems 10. Sound and musical entertainment systems 11. RF Systems 12. Antennas and Wave Guide

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

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

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

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition) 2. PCM (Pulse Code Modulation) 3. Inventory Control Systems 4. Digital Data Systems 5. Broadband and Baseband and Carriers 6. Point of Sale Systems 4 7. VSAT Data Systems 8. Data Communication Systems 9. RF and Remote-Control Systems 10. Fiber Optic Data Systems

Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR  
(Union Rate)

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:**

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

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

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

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

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

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

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

Craft: ELECTRICIAN – NEON SIGN  
(Non-Union Rate)

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

Electrician Neon Sign Journeyman.....37.06

**ELECTRICIAN-NEON SIGN**, includes but is not limited to:

- 1. Installing, servicing and repairing plastic, neon and illuminated signs;
- 2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
- 3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
- 4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

Craft: ELECTRICIAN WIREMAN (Union Rate)

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

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Forman.....	75.41
Wireman General Foreman.....	81.21

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**Shift Rates**

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

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

**RECOGNIZED HOLIDAYS**

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

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

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



Craft: ELEVATOR CONSTRUCTOR (Union Rate)

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

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

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

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

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

Craft: FENCE ERECTOR (Non-Union Rate)

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

Fence Erector.....45.33

**JOB DESCRIPTION:**

Includes but is not limited to:

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

Craft: FLAG PERSON (Union Rate)

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

Flag Person.....46.66

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION**

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

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

Floor Coverer Journeyman.....	57.40
Floor Coverer Foreman.....	61.14

**ADD PREMIUM PAY**

Shift work

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

One and one half (1 ½) time -shall be calculated using one (1) hour of the taxable net wage and one half (1/2) the base wage, to be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight

Double time -shall be calculated using one (1) hour of the taxable net wage and one (1) of the base wage, to be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:**

Excerpt from Southwest Mountain States Regional Council of Carpenters. All work in connection with the installation of floor coverings (with the exception of wood floors which are covered by the Master Labor Agreement) such as measuring, cutting, installing, or removal and other preparation for installation of all types of floor covering. All types of floor covering regardless of material (except wood flooring), including but not limited to all types of carpeting, linoleum, vinyl, cork, laminate floors; glue down wood floor applications; rubber, cork, asphalt, linoleum or other types of tile; artificial turf and sports surfaces; any type of resilient flooring such as epoxy, polyurethane or similar materials regardless of how applied; and ceramic tile and stone. Included in the work covered is the application or installation of any type of moisture barrier and any type of underlayment or subfloor in connection with a flooring installation.

Craft: GLAZIER (Union Rate)

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

Glazier Journeyman.....	82.55
Glazier Foreman.....	87.97
Glazier Superintendent.....	90.68

**ADD PREMIUM PAY**

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

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

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

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

\*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

\*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**20.1 High Pay** – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

**25.2 Foremen:**

**a)** The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman’s wage scale.

**b)** When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

Craft: Highway Striper (Union Rate)

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

Highway Striper.....	51.28
Highway Striper Foreman.....	51.78

**ADD ZONE RATE**

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles or over	\$7.00

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;



Craft: Hod Carrier-Brick Mason Tender (Union Rate)

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

Brick Mason Journeyman.....	49.03
Brick Mason Foreman.....	49.43

**ADD ZONE RATE**

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

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

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

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

Plasterer Tender-Journeyman.....	49.37
Plasterer Tender- Gun Tender.....	50.37
Plasterer Tender-Foreman.....	50.73

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.00
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**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusk hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

Craft: Ironworker (Union Rate)

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

Ironworker-Journeyman.....	81.01
Ironworker - Foreman.....	85.63
Ironworker -General Foreman.....	90.71

**ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or Las Vegas City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

**ADD PREMIUM PAY**

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

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

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

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

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

**RECOGNIZED HOLIDAYS**

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

**JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast

tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, ableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal

and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

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

Landscaper .....	43.37
Furniture Mover .....	44.87
Group 1.....	48.53
Group 1A.....	46.66
Group 2.....	48.63
Group 3.....	48.78
Group 3A.....	52.21
Group 4.....	49.03
Group 4A.....	51.53
Group 5.....	49.33
Group 6	
Nozzlemen, Rodmen.....	48.33
Gunmen, Materialmen.....	48.33
Reboundmen.....	48.68
Gunite Foreman.....	49.73

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

**SEE GROUP CLASSIFICATIONS**



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

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

Lubrication and Service Engineer (mobile and grease rack).....71.43

**ADD ZONE RATE**

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles and over	\$6.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.
2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.



Craft: Mechanical Insulator (Union Rate)

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

Mechanical Insulator-Mechanic.....	75.52
Mechanical Insulator-Foreman.....	79.52
Mechanical Insulator-General Foreman .....	81.52

**ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$15.00
Zone 2	21 to 40 miles	\$25.00
Zone 3	41 to 60 miles	\$35.00
Zone 4	Over 60 miles	\$100.00
Zone 4: Up to \$140.00 per day with receipts		

**ADD PREMIUM PAY**

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from the Int’l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalent, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: Millwright (Union Rate)

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

Millwright Journeyman.....	74.42
Millwright Foreman.....	78.91
Millwright General Foreman.....	83.85

**ADD ZONE RATE**

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

Zone 1	0 to 45 Miles	\$0.00
Zone 2	45 to 100 Miles	\$4.00
Zone 3	101 Miles or over	\$6.00

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity. Admission Day is a recognized holiday in lieu of Veterans' Day.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

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

5006.18

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

5006.19

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

5006.20

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

5006.21

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

5006.22

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

5006.23

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

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	66.41
Group 1A.....	69.17
Group 2.....	69.70
Group 3.....	69.97
Group 4.....	70.71
Group 5.....	71.01
Group 6.....	71.18
Group 7.....	71.43
Group 8.....	72.02
Group 9.....	72.34
Group 10.....	72.69
Group 10A.....	72.88
Group 11.....	73.12
Group 11A.....	74.76
Group 11B.....	75.57
Foreman.....	74.76
Add 12.5% to base rate for "Special" Shift	

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

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

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.71
Group 1 Truck Crane Oiler.....	75.54
Group 1 Oiler.....	73.58
Group 2.....	80.20
Group 2 Truck Crane Oiler.....	75.29
Group 2 Oiler.....	73.37
Group 3.....	78.96
Group 3 Truck Crane Oiler.....	75.07
Group 3 Oiler.....	73.15
Group 3 Hydraulic.....	74.74
Group 4.....	77.23
Group 5.....	76.13
Add 12.5% to base rate for "Special" Shift	

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIVER

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.18
Group 1 Truck Crane Oiler.....	75.72
Group 1 Oiler.....	73.80
Group 2.....	79.64
Group 2 Truck Crane Oiler.....	75.51
Group 2 Oiler.....	73.60
Group 3.....	78.19
Group 3 Truck Crane Oiler.....	75.29
Group 3 Oiler.....	73.37
Group 4.....	76.68
Group 5.....	75.57
Group 6.....	72.29
Group 7.....	73.50
Group 8.....	72.54
Add 12.5% to base rate for "Special" Shift.....	

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**JOB DESCRIPTION**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

Craft: PAINTER (Union Rate)

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

Brush/Roller Painter.....	49.79
Spray Painter/Paperhanger.....	51.50
Sandblaster.....	51.55
Structural Steel & Steeplejack.....	51.55
Swing Stage.....	49.30
Special Coating Application-Brush.....	49.35
Special Coating Application-Spray.....	49.35
Special Coating Application-Spray Steel.....	53.29
Foreman.....	\$1.00 above highest Journeyman

**ADD PREMIUM PAY**

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

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

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

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.



Craft: PILEDRIIVER (Union Rate)

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

Piledriver-Journeyman.....	59.52
Piledriver-Welder.....	60.52
Piledriver-Foreman.....	63.21
Piledriver-General Foreman.....	67.27
Tender.....	63.21
Stand-By Diver.....	64.21
Diver-Diving (Wet Pay).....	105.78

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity.

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION**

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

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

(2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

(3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

(4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleaves, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

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

Plasterer-Journeyman.....	52.62
Plasterer-Foreman.....	55.93

**ADD ZONE RATE**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

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

**ADD PREMIUM PAY**

**OVERTIME** Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

**RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

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

Plumber/Pipefitter-Journeyman.....	71.10
Plumber/Pipefitter-Foreman.....	75.79
Plumber/Pipefitter-General Foreman.....	80.48

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

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

Refrigeration-Journeyman.....	64.64
Refrigeration -Foreman.....	68.53
Refrigeration -General Foreman .....	72.41

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)  
(Does not include sheet metal roofs)

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

Roofer-Journeyman.....33.64

**JOB DESCRIPTION**

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

Craft: SHEET METAL WORKERS (Union Rate)

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

Sheet Metal Worker Journeyman.....	73.87
Sheet Metal Worker Foreman.....	78.26
Sheet Metal Worker General Foreman.....	82.65

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

**Craft: SOILS and MATERIAL TESTER (Non-Union Rate)**

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

Soil Tester (Certified).....	46.81
Soils and Materials Tester.....	46.81

**Craft: SPRINKLER FITTER (Union Rate)**

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

Sprinkler Fitter-Journeyman.....	65.31
Sprinkler Fitter Foreman.....	68.31
Sprinkler Fitter General Foreman.....	70.56

**ADD ZONE RATE**

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

Zone 1	0 to 60 miles	\$0.00
Zone 2	60 to 80 miles	\$23.00
Zone 3	80 to 100 miles	\$33.00
Zone 4	Over 100 miles	\$125.00

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Carbox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.



Craft: SURVEYOR (Union Rate)

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

Rodman/Chainman .....	69.97
Instrumentman.....	71.43
Chief of Party Surveyor.....	72.69

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road mile from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12 on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

**JOB DESCRIPTION** includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

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

Taper-Journeyman.....	56.76
Taper-Foreman.....	60.83

**ADD ZONE RATE**

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

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. When holiday falls on a Sunday, the Monday following shall be observed as the holiday; holidays falling on Saturday shall be observed on the prior Friday.

**ADD PREMIUM PAY**

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

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

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

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

*FINISHER'S WORK:*

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

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

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

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***TILE LAYERS’ WORK:***

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

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

Traffic Barrier Erector.....48.53

**ADD ZONE RATE**

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

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

**Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader**

Under 4 yds. (water level).....	32.25
4 yds. & under 8 yds. (water level).....	32.25
8 yds. & under 18 yds. (water level).....	32.25
18 yds. & under 25 yds. ( water level ).....	32.25
25 yds. & under 60 yds. (water level).....	32.25
60 yds. & under 75 yds. (water level) ).....	32.25
75 yds. & under 100 yds. (water level) ).....	32.25
100 yds. & under 150 yds. (water level) ).....	32.25
150 yds. & under 250 yds. (water level) ).....	32.25
250 yds. & under 350 yds. (water level) ).....	32.25
350 yds. & over (water level).....	32.25

**Transit Mix**

Under 8 yds.....	32.25
Under 8 yds & including 12 yds.....	32.25
Over 12 yds.....	32.25

**Transit Mix (Using Boom)**

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	32.25
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**Water & Jetting Trucks**

Up to 2,500 gallons.....	32.25
Up to 2,500 gallons & over.....	32.25
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	32.25
Heavy Duty Transport(Gooseneck low bed).....	32.25
Tiltbed or Flatbed Pull Trailers..	32.25
Bootman, Comb. Bootman & Road Oiler.....	32.25
Flat Rack (2 or 3 axle unit).....	32.25

**Bus & Manhaul Drivers**

Up to 18,000 lbs. (single unit).....	32.25
18,000 lbs. and over .....	32.25
Warehousemen Spotter .....	32.25

**Winch Truck & "A" Frame Drivers**

Up to 18,000 lbs. ....	32.25
18,000 lbs. and over.....	32.25
Warehousemen Spotter.....	32.25
Warehouse Clerk.....	32.25
Tire Repairmen.....	32.25
Truck Repairmen.....	32.25
Pick Up Truck & Pilot Cars (Jobsite) .....	32.25
Pick Up Truck & Pilot Cars (Over the road) .....	32.25
Truck Oil Greaser.....	32.25
Fuel Truck Driver.....	32.25
Fuel Man & Fuel Island Man.....	32.25
Oil Tanker.....	32.25

Oil Tanker with Pup.....	32.25
Foreman.....	32.25

**TRUCK DRIVER**

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)



Craft: WELL DRILLER (Union Rate)

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

Well Driller.....69.97

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**JOB DESCRIPTIONS**

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

# GROUP CLASSIFICATIONS

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LABORER, includes but is not limited to:

## Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

## Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization compenents

## Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile

- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning/stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

### **Group 3A**

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw

- Laser Screed
- Laser Level
- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

#### **Group 4**

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

#### **Group 4A**

- Foreman

#### **Group 5**

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
- Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

#### **Group 5A**

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways,

streets and other such surfaces and all work performed in connection with removal of pavement.

**Group 6**

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
  - Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All work performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

**OPERATING ENGINEER, includes but is not limited to:**

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

**Group 3**

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

**Group 4**

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

**Group 5**

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

**Group 6**

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### **Group 7**

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

### **Group 8**

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

### **Group 9**

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)



### **Group 10**

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

### **Group 10A**

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)

- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

**Group 11A**

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

**Group 11B**

- Holland Loader or similar or Loader (over 18 cu. yds.)

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**OPERATING ENGINEERS - Steel Fabricator & Erector**

**Group 1**

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

**Group 2**

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

**Group 3**

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

**Group 4**

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

**Group 5**

- Boom Cat
- 

**OPERATING ENGINEER -PILEDRIIVER**

**Group 1**

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

**Group 2**

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

**Group 3**

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

**Group 4**

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

**Group 5**

No current classification

**Group 6**

- Deck Engineer

**Group 7**

No current classification

**Group 8**

- Deckhand
  - Fireman
-

## Project Workforce Checklist

Contract No.: \_\_\_\_\_ Project Name: \_\_\_\_\_

Contractor/Subcontractor: \_\_\_\_\_

Craft/Trade	More than 3 Employees Anticipated?			Anticipate Needing Waiver?	
<b>Air Balance Technician</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Alarm Installer</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Bricklayer</b> , 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"/>
<b>Carpenter</b> , 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"/>
<b>Cement Mason (See Laborers)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Electrician</b> , 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"/>
<b>Elevator Constructor</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Floor Coverer</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Glazier (see also Painters and Allied Trades)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Hod Carrier (See Laborers)</b> , 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"/>
<b>Iron Worker</b> , 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"/>
<b>Laborer</b> , can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway stripier, landscaper, plastic tender, and traffic barrier erector	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Lubrication and Service Engineer</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Mechanical Insulator</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Millwright</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Operating Engineer</b> , can also include equipment greaser, piledriver, soils and 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"/>
<b>Painters and Allied Trades</b> , 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"/>
<b>Pile Driver (non-equipment)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Plasterer</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Plumber/Pipefitter</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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

Signed: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

## APPRENTICESHIP UTILIZATION ACT – SENATE BILL 207 (2019)

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

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

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

**Horizontal Construction** NRS 338.010 - Subdivision 13. “Horizontal Construction” means the construction of any fixed work, including any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

**Vertical Construction** NRS 338.010 - Subdivision 24. “Vertical Construction” means the construction or remodeling of any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any improvement appurtenant thereto.

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

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

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

[http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

Additional information on Public Works Projects and Prevailing Wages by region can be found at [www.labor.nv.gov](http://www.labor.nv.gov) or by following the links below.

[http://labor.nv.gov/PrevailingWage/Public\\_Works\\_Prevailing\\_Wages/](http://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/)

<http://labor.nv.gov/uploadedFiles/labornvgov/content/home/features/PWP%20Handbook%20June%202019.pdf>



## GUIDELINES FOR AWARDING BODIES AND CONTRACTORS/SUBCONTRACTORS

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

### **For additional information please contact us at:**

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

[AUA@labor.nv.gov](mailto:AUA@labor.nv.gov)

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

[AUA@labor.nv.gov](mailto:AUA@labor.nv.gov)

TOLL FREE: 1-800-992-0900 Ext. 4850 - [www.labor.nv.gov](http://www.labor.nv.gov)

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR SERVICES TO BE PROVIDED  
ON A TASK ORDER BASIS**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of Dec. 13, 2023 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **DOWL, LLC, a Delaware Limited Liability Company** with its principal place of business at 5442 Longley Lane, Suite A, Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain contract management services required by the District, in connection with the contract for construction of electrical improvements at Sewer Pump Station #1 (“SPS #1”), on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction management to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render contract management services on a task order basis for the SPS #1 Project within the District. The term “Project”, as used herein, shall mean the project(s) described in the Task Orders (defined below in Section 3.1.1).

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, on a task order basis, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately manage the contract for the construction of the electrical improvements at SPS #1 in a professional and organized manner to meet scheduled milestones and budget services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A, attached hereto and incorporated herein by reference. **No Services shall be performed unless authorized by a task order executed by the District and Consultant (“Task Order”) in such form and content as set forth on Exhibit B, attached hereto and by this reference incorporated into this Agreement.** All Services shall be subject to, and performed in accordance with this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.



3.1.2 Term. The term of this Agreement shall be from Dec. 13, 2023 to Dec. 31, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the Task Order.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). **Consultant will be required to commence work within five days of receiving a fully executed Task Order.** Consultant represents that it has the professional personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with each Schedule, the District shall respond to Consultant's submittals in a timely manner. Upon the District's request, Consultant shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for convenience. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: David Oto or his designee.

3.2.5 District's Representative. The District hereby designates Bree Waters, or her designee, to act as its representative for the performance of this Agreement ("District's

Representative”). The District’s Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates David Oto, or his designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement using that degree of care and skill, consistent with the standards generally recognized as being employed by professionals in the same discipline, at the same time, in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be reemployed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, and agents shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall

contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, and agents or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, and agents or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, and agents.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, and agents.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-V. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, Budget, and Exhibit D, Consultant's Fee Schedule, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed Twenty Nine Thousand, Six Hundred and Twenty Dollars (\$29,620.00) without written approval of District's General Manager or Board, as may be applicable. **The total compensation per Task Order shall be set forth in the Task Order, and shall not exceed such amount without written approval of the District's Representative.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing

periods, through the date of the invoice. Invoices shall be sent to Bree Waters, baw@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit C, in a Task Order, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District’s Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant’s offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with

the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

<u>District</u>	<u>Consultant</u>
Incline Village General Improvement District	DOWL, LLC
893 Southwood Blvd.	5442 Longley Lane, Suite A
Incline Village, NV 89451	Reno, NV 89511
Attn: Bree Waters	Attn: David Oto

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, this Agreement, or any Task Order, including without limitation the payment of all consequential damages, expert witness fees, and reasonable attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, or agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, or agents, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, or agents.

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, , and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.



3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, and agents, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
FOR SERVICES TO BE PROVIDED  
ON A TASK ORDER BASIS**

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

**DOWL, LLC**

*Approved By:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kate Nelson,  
Interim Director of Public Works

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Reviewed as to Form:*

\_\_\_\_\_  
Joshua Nelson,  
District General Counsel

\_\_\_\_\_  
Date

# PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)

## EXHIBIT A

### SCOPE OF SERVICES

#### **Task 1 – Project Management**

##### *Objective*

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

##### *Approach*

DOWL will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and project coordination meetings with IVGID and DOWL staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, subconsultant management, and routine communications.
- Conducting a project kick-off meeting with DOWL and IVGID staff.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with IVGID.

##### *Deliverables*

The following deliverables will be submitted under this task:

- Project schedule.
- Monthly status reports.
- Monthly invoicing.

##### *Assumptions*

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Monthly invoices will be sent to IVGID via e-mail.
- Project-related issues will be identified, communicated, and resolved.

## **Task 2 – Construction Management**

### ***Objective***

To manage the contract for the construction of the electrical improvements at SPS #1 in a professional and organized manner to meet scheduled milestones and budget.

### ***Approach***

The following approach applies:

- DOWL will organize and conduct the Pre-Construction Meeting in person or virtual.
- DOWL will receive equipment submittals and respond to Requests for Information (RFI) from the Contractor and provide extensive review to ensure accuracy.
- DOWL will conduct a minimum of four site visits of 2 hours each for construction observation and to meet with the Contractor and Owner. This will be followed up with Daily Field Reports (DFR), prepared after each visit.
- DOWL will review the existing arc flash study and revise as needed to account for the new equipment installed in this project. DOWL will use SKM software for this review and study. This will include affixing new arc flash labels onto the equipment.

### ***Deliverables***

- An organized Pre-Construction meeting with prepared agenda and note taking.
- Timely and accurate responses to equipment submittals and RFIs.
- Thorough construction observation and accurate and documented daily field reports.
- A complete and accurate arc flash study and report, with labels to be affixed by DOWL staff.
  - Electronic files of the SKM models.
  - Bound arc flash reports for each site.
  - PDF files for each arc flash report.
  - Arc flash labels.

### ***Assumptions***

The following assumptions apply:

- Contractor will provide submittals and RFIs on a timely basis.
- IVGID staff will be available for any questions that come up during construction that requires their input.
- Contractor provides timely and accurate equipment data and wire lengths to conduct a complete and accurate arc flash study and report.
- NVE provides accurate utility data for the arc flash study.
- Any out-of-scope items that occur during construction will be billed on a time and material basis.

### **Task 3 – Project Close-Out**

#### ***Objective***

To provide IVGID with an O&M Manual, Record Drawings, Warranty, Substantial Completion, and Notice of Acceptability documents to close-out the project for completion.

#### ***Approach***

This task will include the following activities:

- Site visit to document a punch list of still-to-completed items. Follow-up to ensure items are completed.
- Final invoicing from the Contractor.
- Complete the Substantial Completion and Notice of Acceptability documents.
- Obtain hard and electronic copy of O&M Manual with warranty from the Contractor.

#### ***Deliverables***

The following deliverables will be submitted under this task:

- Electronic and hard-copy O&M Manual with Warranty information.
- Signed and dated Substantial Completion and Notice of Acceptability documents.
- Final invoice and Schedule of Values from the Contractor.

#### ***Assumptions***

The following assumptions apply:

- Contractor will be responsive and timely to produce the required documents.
- Owner will make timely payments on the final invoice.

### **Task 4 – Owner Directed Service**

#### ***Objective***

In the event IVGID has out-of-scope service requests, a budgeted amount of \$5,000 has been set aside. This will not be used without the authorization of IVGID.

**PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)**

**EXHIBIT B**

**TASK ORDER**

Task Order No. \_\_\_\_\_

Agreement: [INSERT NAME OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

**The Consultant is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:**

**List any attachments:** [INSERT ATTACHMENTS, IF ANY]

**Dollar Amount of Task Order:** Not to exceed \$ \_\_\_\_\_, \_\_\_\_\_.00

**Completion Date:** \_\_\_\_\_, 20\_\_\_\_

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**Incline Village GID**

[INSERT CONSULTANT NAME]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

# PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)

## EXHIBIT C

### BUDGET

Task 1	Project Management	\$3,560
Task 2	Construction Management/Inspection	\$16,940
Task 3	Project Closeout	\$4,120
Task 4	Owner Directed Services	\$5,000
	<b>TOTAL:</b>	<b>\$29,620</b>

Notes:

1. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses will be adjusted on January 1st of each year that this Agreement is in effect to reflect equitable changes in the compensation payable to Engineer. Adjusted standard hourly rates and reimbursable expenses will become effective immediately.
2. Engineer's Rate Schedule is included as Exhibit D.
3. The total compensation for services and reimbursable expenses is not to exceed the amount shown above.



# PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)

## EXHIBIT D

### CONSULTANT'S FEE SCHEDULE



Nevada Fee Schedule  
Effective July 2, 2023  
Until Further Notice

#### NEVADA FEE SCHEDULE

##### Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$180.00	Engineer IX	\$245.00
Accounting Technician	\$115.00	Engineer X	\$260.00
Administrative Assistant	\$90.00	Engineering Technician I	\$95.00
Administrative Manager	\$120.00	Engineering Technician II	\$110.00
Biologist I	\$125.00	Engineering Technician III	\$120.00
Biologist II	\$135.00	Engineering Technician IV	\$135.00
Biologist III	\$145.00	Engineering Technician V	\$150.00
Biologist IV	\$155.00	Engineering Technician VI	\$170.00
Biologist V	\$200.00	Environmental Specialist I	\$115.00
CAD Drafter I	\$100.00	Environmental Specialist II	\$130.00
CAD Drafter II	\$115.00	Environmental Specialist III	\$135.00
CAD Drafter III	\$125.00	Environmental Specialist IV	\$145.00
CAD Drafter IV	\$135.00	Environmental Specialist V	\$150.00
CAD Drafter V	\$145.00	Environmental Specialist VI	\$185.00
Senior CAD Drafter	\$165.00	Environmental Specialist VII	\$205.00
Civil and Transportation Designer	\$130.00	Environmental Specialist VIII	\$220.00
Senior Civil and Transportation Designer	\$165.00	Environmental Specialist IX	\$240.00
Contract Administrator I	\$155.00	Environmental Specialist X	\$260.00
Contract Administrator II	\$180.00	Field Project Representative I	\$125.00
Corporate Development Manager	\$225.00	Field Project Representative II	\$140.00
Cultural Resources Specialist I	\$115.00	Field Project Representative III	\$150.00
Cultural Resources Specialist II	\$135.00	Field Project Representative IV	\$165.00
Cultural Resources Specialist III	\$140.00	Geologist I	\$130.00
Cultural Resources Specialist IV	\$175.00	Geologist II	\$140.00
Cultural Resources Specialist V	\$190.00	Geologist III	\$150.00
Document Production Supervisor	\$145.00	Geologist IV	\$170.00
Engineer I	\$125.00	Geologist V	\$200.00
Engineer II	\$135.00	GIS Technician	\$100.00
Engineer III	\$150.00	GIS Specialist	\$120.00
Engineer IV	\$170.00	GIS Coordinator	\$170.00
Engineer V	\$190.00	GIS Manager	\$175.00
Engineer VI	\$200.00	Graphics Designer	\$125.00
Engineer VII	\$210.00	Senior Graphics Designer	\$160.00
Engineer VIII	\$220.00	Hydrogeologist I	\$135.00



Description	Rate	Description	Rate
Hydrogeologist II	\$160.00	Professional Land Surveyor V	\$155.00
Hydrogeologist III	\$190.00	Professional Land Surveyor VI	\$160.00
Senior Hydrogeologist	\$220.00	Professional Land Surveyor VII	\$170.00
Intern I	\$80.00	Professional Land Surveyor VIII	\$180.00
Intern II	\$100.00	Professional Land Surveyor IX	\$205.00
Laboratory Supervisor	\$100.00	Professional Land Surveyor X	\$215.00
Laboratory Manager	\$120.00	Professional Land Surveyor XI	\$240.00
Landscape Architect I	\$125.00	Project Assistant I	\$110.00
Landscape Architect II	\$140.00	Project Assistant II	\$125.00
Landscape Architect III	\$155.00	Project Administrator	\$130.00
Landscape Architect IV	\$170.00	Project Controller	\$160.00
Landscape Architect V	\$185.00	Senior Project Controller	\$180.00
Landscape Architect VI	\$195.00	Project Manager I	\$155.00
Landscape Architect VII	\$205.00	Project Manager II	\$170.00
Landscape Designer I	\$90.00	Project Manager III	\$185.00
Landscape Designer II	\$110.00	Project Manager IV	\$200.00
Marketing Assistant	\$100.00	Project Manager V	\$215.00
Marketing Coordinator	\$130.00	Project Manager VI	\$230.00
Marketing & Administrative Manager	\$220.00	Project Manager VII	\$245.00
Materials Technician	\$90.00	Proposal Manager	\$135.00
Materials Technician II	\$100.00	Senior Proposal Manager	\$205.00
Lead Materials Technician	\$110.00	Public Involvement Assistant	\$110.00
Senior Materials Technician	\$120.00	Public Involvement Planner	\$130.00
Materials Manager	\$125.00	Public Involvement Coordinator	\$150.00
Planner I	\$115.00	Public Involvement Program Manager	\$195.00
Planner II	\$140.00	Real Estate Services Manager	\$175.00
Planner III	\$155.00	Right of Way Assistant	\$110.00
Planner IV	\$170.00	Right of Way Agent I	\$120.00
Planner V	\$185.00	Right of Way Agent II	\$135.00
Planner VI	\$195.00	Right of Way Agent III	\$150.00
Planner VII	\$205.00	Right of Way Agent IV	\$165.00
Planner VIII	\$220.00	Right of Way Agent V	\$180.00
Planner IX	\$235.00	Right of Way Agent VI	\$210.00
Planner X	\$275.00	Risk Manager	\$195.00
Planning Technician	\$105.00	Senior Manager I	\$235.00
Professional Land Surveyor I	\$115.00	Senior Manager II	\$255.00
Professional Land Surveyor II	\$125.00	Senior Manager III	\$265.00
Professional Land Surveyor III	\$135.00	Senior Manager IV	\$300.00
Professional Land Surveyor IV	\$145.00	Senior Manager V	\$310.00



Nevada Fee Schedule  
Effective July 2, 2023  
Until Further Notice

Description	Rate	Description	Rate
Senior Manager VI	\$330.00	Systems Administrator	\$150.00
Survey Technician I	\$85.00	Technical Coordinator	\$175.00
Survey Technician II	\$90.00	Utility Operator	\$140.00
Survey Technician III	\$95.00	Water Resource Specialist	\$190.00
Survey Technician IV	\$110.00	Water Rights Specialist I	\$145.00
Survey Technician V	\$115.00	Water Rights Specialist II	\$165.00
Survey Technician VI	\$125.00	Water Rights Specialist III	\$200.00
Survey Technician VII	\$140.00	Water Rights Technician I	\$100.00
Survey Technician VIII	\$155.00	Water Rights Technician II	\$110.00
Survey Technician IX	\$165.00	Water Rights Technician III	\$120.00
Survey Technician-Supervisor	\$150.00		

**Survey Crews**

One-Person Survey Crew	=	\$155.00 / hour
One-Person Survey Crew GPS/Robotics	=	\$175.00 / hour
Two-Person Survey Crew	=	\$220.00 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$255.00 / hour
Two-Person Survey Crew GPS/Robotics	=	\$230.00 / hour
Three-Person Survey Crew	=	\$305.00 / hour

**Travel, Mileage, and Miscellaneous**

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.05/mile
Vehicle Usage – Trucks & SUV's	=	\$1.25/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

**Per Diem**

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1 <sup>st</sup> and Last Day	DOD Per Diem Rate
<b>Elko</b>	\$13.00	\$15.00	\$26.00	\$5.00	\$44.25	<b>\$59.00</b>
<b>Reno</b>	\$16.00	\$17.00	\$31.00	\$5.00	\$51.75	<b>\$69.00</b>

For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

**Notes**

1. DOWL's Professional Services Fee Schedule is subject to adjustment each year or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. Late charges will be assessed on the unpaid balance of all accounts not paid within 45 days of the billing date, at a rate of 1.0 percent per month (12% per year).

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Kate Nelson, Interim Public Works Director**FROM:** Jim Youngblood, Utilities Superintendent, Bree Waters, District Project Manager**SUBJECT:** Review, discuss and possibly approve the finding that the contract is exempt from the requirements of competitive solicitation **and** review, discuss and possibly approve a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880.**RELATED STRATEGIC  
PLAN BUDGET  
INITIATIVE(S):****LONG RANGE PRINCIPLE #5 – ASSETS AND  
INFRASTRUCTURE**

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

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain best practices for Board policies and procedures related to asset and infrastructure management.
- Maintain, procure and construct District assets to ensure safe and accessible operations for the public and the District's workforce.
- Maintain and execute a 5-Year and 20-Year capital improvement plan.
- Comply with regulatory requirements, industry standards, and District policies.

**RELATED DISTRICT  
POLICIES, PRACTICES,**

Ordinance No. 2: Sewer; Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital

**RESOLUTIONS OR  
ORDINANCES**

Planning Capital Project Budgeting Policy  
13.1.0; Capital Planning Capital Expenditures  
Practice 13.2.0; Purchasing Policy for Goods  
and Services, Policy 20.1.0 (3.1)

**DATE:** December 13, 2023

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Make the following finding: The District's repair/reconditioning to the existing centrifuges is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(c) and the Board's Purchasing Policy 20.1.0, Section 3.1 Subsection A.2.
2. Approve the award of a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilites; Division: Sewer: Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

**II. BACKGROUND**

The centrifuges are critical components of the District's wastewater treatment process. The centrifuges are located in the solids handling building at the Water Resource Recovery Facility (WRRF) and are approximately 10-feet long and 4-feet in diameter. These units remove excess water from the waste activated sludge in order for the remaining bio-solids to be hauled out of the basin to Bently Ranch in Minden, Nevada for recycling. The repair/reconditioning of the centrifuges at the WRRF is included and approved within the Districts FY 2023-2024 Capital Improvement Plan within the Utility Division 200 Fund.

There are two centrifuges that operate in unison during peak flows. During non-peak flows, only one is in operation. The timing of the repair/reconditioning is crucial and is planned so that one centrifuge is removed after January 1, repaired/reconditioned and replaced prior to President's Weekend on February 16, 2024. Once the first has been replaced and is in running, the second will be removed for repair/reconditioning prior to the peak flows of summer.

The proposed repair/reconditioning of the centrifuges is an every five-year reoccurring maintenance item for the two centrifuges with the last repair/reconditioning taking place in March 2019. There are two estimates for the repair/reconditioning of the centrifuges, one being minor repair/reconditioning

and the second being major repair/reconditioning. The breakdowns for the two estimates are shown in Attachment #1, Services Agreement. Historically, the repair/reconditioning of the centrifuges have needed, at times, either minor or major repairs/reconditioning, which is unknown until they have been taken offsite and disassembled. Therefore, the Services Agreement is an amount not to exceed, assuming the worst case scenario, and major repairs are needed on both centrifuges.

**III. BID RESULTS**

This service agreement is exempt from competitive solicitation requirements because the proposed service agreement is in compliance with the District's Purchasing Policy for Goods and Services, Policy 20.1.0 Section 3.1 Subsection A.2 and NRS 332.115.1.(c). The project is a service agreement with Centrisys CNP, and Staff did not seek competitive bids for the proposed repairs/reconditioning. The purchase Districts Purchasing Policy for Goods and Services, Policy 20.1.0 Section 3.1 Subsection A: Contracts not adapted to award by competitive solicitation including: 2) Repair and maintenance of equipment that may be more efficiently serviced by a certain person. Centrysis was the original manufacturer of the centrifuges and has serviced them for over 25 years. It is more efficient and cost-effective to have this company continue to service the units. The purchase also meets: NRS 332.115.1.(c). Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for: (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person. This purchase meets the NRS for the same reasons it meets the Board's policy.

**IV. FINANCIAL IMPACT AND BUDGET**

The District's Capital Improvement Program Budget for the (200 Utility Fund) in FY 2023/2024 includes funding of \$175,000.00 plus \$145,586.00 in carry forward funding for utility projects, which includes the reconditioning of the two centrifuge units.

The table below identifies the (200 Utility Fund) future projects related to the WRRF.

<b>Project</b>	<b>Budget Year</b>	<b>Amount</b>
Air gap on potable water system, concrete basin repairs, equipment repairs	2024/2025	\$475,000
Concrete basin repairs, equipment repairs	2025/2026	\$400,000
Concrete basin repairs, equipment repairs	2026/2027	\$175,000
Equipment repairs	2027/2028	\$ 175,000

**V. ALTERNATIVES**

The District Board of Trustees may defer or delay the repair/reconditioning of the centrifuges.

## **VI. COMMENTS**

In conclusion,

1. This purchase is exempt from competitive solicitation requirements because the proposed services agreement is in compliance with the Districts Purchasing Policy for Goods and Services, Policy 20.1.0 Section 3.1 Subsection A.2 and NRS 332.115.1.(c).
2. The centrifuges are critical components of our wastewater treatment process. These units remove excess water for the waste activated sludge in order for the remaining bio-solids to be hauled out of the basin to Bently Ranch in Minden, Nevada for recycling.
3. The attached repair estimate includes two estimates: a minor repair/reconditioning and a major repair/reconditioning cost. Based on past history, the cost is expected to land somewhere in the middle of the two repair/reconditioning estimates.
4. The Service Agreement between the District and Centrisys CNP has been approved by the District's Legal Counsel and is included in Attachment #1.

## **VII. BUSINESS IMPACT/BENEFIT**

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

The benefit to the District in approving the staff's recommendation of repairing/reconditioning the centrifuges increases the reliability of the wastewater treatment process and maintaining equipment without shutdowns is a critical part of the process.

## **VIII. ATTACHMENTS**

1. Centrisys Service Agreement for WRRF

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

The decision needed from the Board of Trustees shall be that of approving the staff recommendation as presented.



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
SERVICE AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 13 day of December 2023, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Centrisys Corporation, a foreign corporation with its principal place of business at 9586 58<sup>th</sup> Place, Kenosha, Wisconsin 53144 (“Contractor”). The District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain equipment removal, repair and re-installation services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing removal, repair and re-installation services for wastewater treatment equipment to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Contractor to render materials and services for the following project:

Mobilizing personnel and necessary equipment to the job site (IVGID’s wastewater recovery reclamation facility at 1250 Sweetwater Road in Incline Village, Nevada), removing both of the facility’s centrifuge rotating assemblies and all associated parts and equipment (including the backdrive), conducting necessary repairs, and reinstalling, starting up, and verifying proper operation of the equipment (“Project”).

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project, described in Exhibit A, attached hereto and made a part hereof by this reference (“Services”). All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall be from December 13, 2023 to June 30, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

### **3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Contractor on an independent contractor basis and not as an employee. No employee or agent of Contractor shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of the District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Contractor has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Contractor cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the District. The key personnel for performance of this Agreement are as follows: Ryan Dowdell.

3.2.5 District's Representative. The District hereby designates Jim Youngblood, or his designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Ryan Dowdell, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care: Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Contractor shall assist District, as requested, in obtaining and maintaining all permits required of Contractor by federal, state and local regulatory agencies. Contractor shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Contractor shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its sub-contractors.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its sub-contractors.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Contractor shall furnish the District with original certificates of insurance and endorsements effecting coverage required by

this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subcontractors. Contractor shall not allow any subcontractors or subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Contractor, District may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed One Hundred and Seventy One Thousand, Eight Hundred and Eighty Dollars (\$171,880.00) without written approval of District's Board. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to Bree Waters, baw@ivgid.org. Contractor shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Contractor shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Contractor shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Contractor's offices at all reasonable times. However, if requested, Contractor shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. The District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to the District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Contractor to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Jim Youngblood

**Contractor**

Centrisys CNP  
825 Performance Drive  
Stockton, CA 95206  
Attn: Ryan Dowdell

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Contractor for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Contractor and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Contractor may appropriate to the subject matter. Contractor shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of the District, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,



the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Contractors. The District reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of

District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Contractor shall not discriminate against any person

on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Contractor is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Contractor shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Contractor's non-compliance with this subsection.

3.5.27 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Contractor's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
SERVICES AGREEMENT**

**INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT**

**CENTRISYS CORPORATION**

*Approved By:*

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kate Nelson, Interim Director of Public Works

Ryan Dowdell  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Office Manager  
\_\_\_\_\_  
Title

12/7/23  
\_\_\_\_\_  
Date

*Reviewed as to Form:*

\_\_\_\_\_  
Joshua Nelson,  
District General Counsel

\_\_\_\_\_  
Date

# SERVICES AGREEMENT

## EXHIBIT A

### SCOPE OF SERVICES

Contractor will remove and furnish either minor or major repairs to both of the District's centrifuge and backdrive systems and then reinstall the centrifuges at the IVGID Wastewater Recovery Reclamation Facility, 1250 Sweetwater Road, Incline Village. The Contractor will transport the centrifuges to and from the Contractor's facility in Stockton, California to conduct the needed level of repairs.

Contractor will:

- Mobilize personnel as well as any necessary equipment to the job site
- Remove the centrifuge rotating assembly and associated equipment and, if necessary, secure it for shipment and ship it off-site to Contractor's facility.
- Reinstall the rotating assembly, start it up, and verify that the unit is operating properly.

Repairs to be performed by the Contractor may include anything up to or inclusive of the following identified levels of repair, for one or both of the centrifuge and backdrive systems covered by this Agreement:

#### CENTRIFUGE REPAIR – MINOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Hi-speed balance bowl
5. Hi-speed balance scroll
6. Reassemble

#### BACKDRIVE REPAIR – MINOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Reassemble
5. Test

#### CENTRIFUGE REPAIR – MAJOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Replace worn/missing tiles (up to 40 tiles)
5. Replace broken nozzles
6. Repair flights

Exhibit A

7. Repair feedchamber wear
8. Hi-speed balance bowl
9. Hi-speed balance scroll
10. Reassemble

BACKDRIVE REPAIR – MAJOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Replace transfer seal
5. Replace cam
6. Replace rotor
7. Replace distributor
8. Reassemble
9. Test

**SERVICES AGREEMENT**

**EXHIBIT B**

**SCHEDULE OF CHARGES**

Minor Centrifuge Repair = \$26,800.00

Minor Backdrive Repair = \$7,700.00

Major Centrifuge Repair = \$54,000.00

Major Backdrive Repair = \$22,700.00

Site Service\* – Removal and Installation (for each centrifuge) = \$9,240.00

\*The Site Service charge will remain the same regardless of level of repair ultimately necessary; final price of the contract will depend upon the level of repair deemed necessary by Contractor, but in no event will exceed the amount of One Hundred and Seventy One Thousand, Eight Hundred and Eighty Dollars (\$171,880.00) without written approval of IVGID's Board of Trustees.





**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Kate Nelson, Interim Public Works Director**FROM:** Hudson Klein, Principal Engineer**SUBJECT:** Review, discuss and possibly approve an increase to the project budget to support increased asphalt repair scope quantities for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000.**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):** **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

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

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

Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planing Capital Project Budgeting Policy 13.1.0; Capital Planning Capital Expenditures Practice 13.2.0; Purchasing Policy for Public Works Contracts Policy 21.1.0.

**DATE:** December 13, 2023**I. RECOMMENDATION**

The Board of Trustees make a motion to:

1. Approve an increase to the project budget for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000 to support increased asphalt repair scope quantities in the amount of \$160,000.

## **II. BACKGROUND**

The CIP (#3241LI1903) for Mountain Golf Cart Path Replacement includes three individual phases: Phase I fully replaced approximately 35,000 square feet (SF) of pavement and was completed in 2021; Phase II is described below - construction started in September 2023 and is not yet complete; Phase III included two new sections of cart path added to replace hazardous sections of existing cart path and construction was completed in September 2023. Refer to Attachment A for exhibits (sheets 2 through 6) that detail the individual project phases.

Originally, Phase II of the Mountain Course Cart Path Restoration Project (Phase II) was to fully remove and replace the remaining portions of golf cart path that were not re-constructed in Phase I (construction completed 2021); Phase II was to include approximately 82,000 square feet (SF) of cart path replacement with an estimated construction cost of \$1,800,000 and a total Project budget of approximately \$2.25M.

At the August 31, 2022 Board meeting, staff recommended that the Phase II scope be reduced from a full removal and replacement of the entire cart path (excluding Phase I replaced path). Instead, Staff proposed replacing only the failing asphalt sections and to crack fill and slurry seal the entire length of the path with an estimated construction cost of \$293,300. The Board authorized the proposed modification to the Phase II scope and Staff prepared bid/construction documents following approval of the revised scope.

The Phase II quantities included in the bid package were based on September 2022 site design measurements (of failed asphalt cart path areas) to accommodate a public bid in March 2023. Sierra Nevada Construction (SNC) was the successful bidder and the project was awarded at the May 10, 2023 Board meeting with a construction cost value of \$187,000. This contract included removal/replacement of 4,705 SF of cart path with the start of construction planned for September 2023.

Inspection of existing conditions occurred shortly before the start of construction revealed a substantial increase in the total area of failed pavement compared to the September 2022 design measurements. During September 2023 construction, additional sections of cart path failed as a result of construction equipment activities that also required replacement. Therefore, Staff measured an additional pavement area of approximately 15,100 SF for replacement. The value of the additional work equates to a change order value of approximately \$252,000.

A portion of cart path was replaced in September 2023. However, as a result of the required increase in quantities, the total, revised Phase II scope was not completed in the 2023 construction season; currently, SNC is slated to return in spring 2024 to complete the remaining project scope.

The Phase II budget includes an \$18,700 construction contingency and a \$60,000 'Owners Allowance' specifically intended to cover potential scope increases related to unknown or changed ground conditions from time of site condition survey in September 2022 to start of construction in September 2023. Approximately \$26,000 of these contingency funds were used to cover portions of the increased Phase II scope in September 2023.

As noted above, the CIP project budget includes the total of Phase I through Phase III with a current remaining budget of approximately \$1.1M carried forward since Phase I completion. The current Phase II and Phase III budget approved at the May 10, 2023, Board meeting is \$629,382. However, the remaining CIP scope requires a revised Phase II and Phase III project budget of approximately \$790,000. Refer to Attachment A, Sheet 7.

Therefore, Staff are requesting an increase of \$160,000 to finish the Phase II path replacements.

**III. BID RESULTS**

There has been no additional bidding for the proposed scope addition; the awarded contract rates have been used to prepare the cost estimate for the remaining scope items.

**IV. FINANCIAL IMPACT AND BUDGET**

The Mt. Golf Cart Path Restoration - Phase II (CIP #3241LI2001) is included in the FY 23 CIP Budget in the amount of \$1,100,000 following approval of the carry-forward budget at the October 25, 2023, Board meeting.

The Board approved a total project cost of \$629,382 which included Phase II replacements and the Phase III Circulation Improvements as shown in the following table:

<b>Task</b>	<b>Cost</b>
Phase II - Removal Replacement, Surface sealing	\$187,007
Phase II Contingency	\$18,700
Materials Testing Phase II	\$5,500
Phase III Circulation Improvements	\$216,000
Phase II Contingency	\$21,600
Materials Testing Phase III	\$3,900
Materials Testing Contingency	\$1,000
Construction Management and Inspection	\$60,705
Tree Removal	\$55,000

Owners Allowance	\$60,000
<b>Total</b>	<b>\$629,382</b>

The revised forecast Project cost is approximately \$789,000 as summarized below. This amount is within the current CIP budget of \$1.1M.

<b>Task</b>	<b>Cost</b>
Phase II Original Contract Cost	187,007
Phase II Change Orders	\$252,000 (incl 2024 season)
Material Testing Phase II	\$3,500 (incl 2024 season)
Phase III Construction Cost	\$197,744 (final cost)
Materials Testing Phase III	\$1,578 (final cost)
Construction Management and Inspection	\$68,450 (incl. 2024 season)
Tree Removal	\$55,000 (final cost)
Owners Allowance	\$23,000 (incl. 2024 season)
<b>TOTAL FORECAST COST</b>	<b>\$789,140</b>

Staff is requesting an increase to the estimated Project total cost in the amount of \$160,000.

## **V. ALTERNATIVES**

The Board does not approve an increase to the estimated Project costs to support additional scope and increase quantities in the amount of \$160,000. The failed pavement sections will remain and Staff request a smaller increase sufficient to cover the crack filling and slurry seal of the entire Phase II length as per the original scope. This request will be for a \$35,000 increase.

## **VI. COMMENTS**

Staff maintain that the revised Project approach was the best option and value for the District with regard to the alternative of full removal and replacement. The proposed scope replaces the failed sections, representing approximately 25% of the total Phase II cart path length; the cost is forecast at \$789,000 and represents 35% of the total removal/replacement project cost estimate of \$2.25M. Asphalt roads/paths require ongoing maintenance and the current proposal - with the \$160k increase - still provides more than \$1.4M in cost reduction relative to the original total remove/replace proposal.

## **VII. BUSINESS IMPACT/BENEFIT**

This item is not a “rule” within the meaning of Nevada Revised Statutes, Chapter

237, and does not require a Business Impact Statement.

**VIII. ATTACHMENTS**

1. ATTACHMENT A\_Project Phasing Exhibits

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

The decision needed from the Board of Trustee's shall be that of approving the staff recommendation as presented.



**Overall Course  
Layout**

Total Cart Path Approximate Area  
= 117,000 SF





**Total Project Existing Path**

**Phase I: 2021**  
 ~35,000 SF total existing AC

**Phase II: 2023**  
 ~82,000 SF total existing AC

**Phase III: 2023**  
 0 SF existing AC





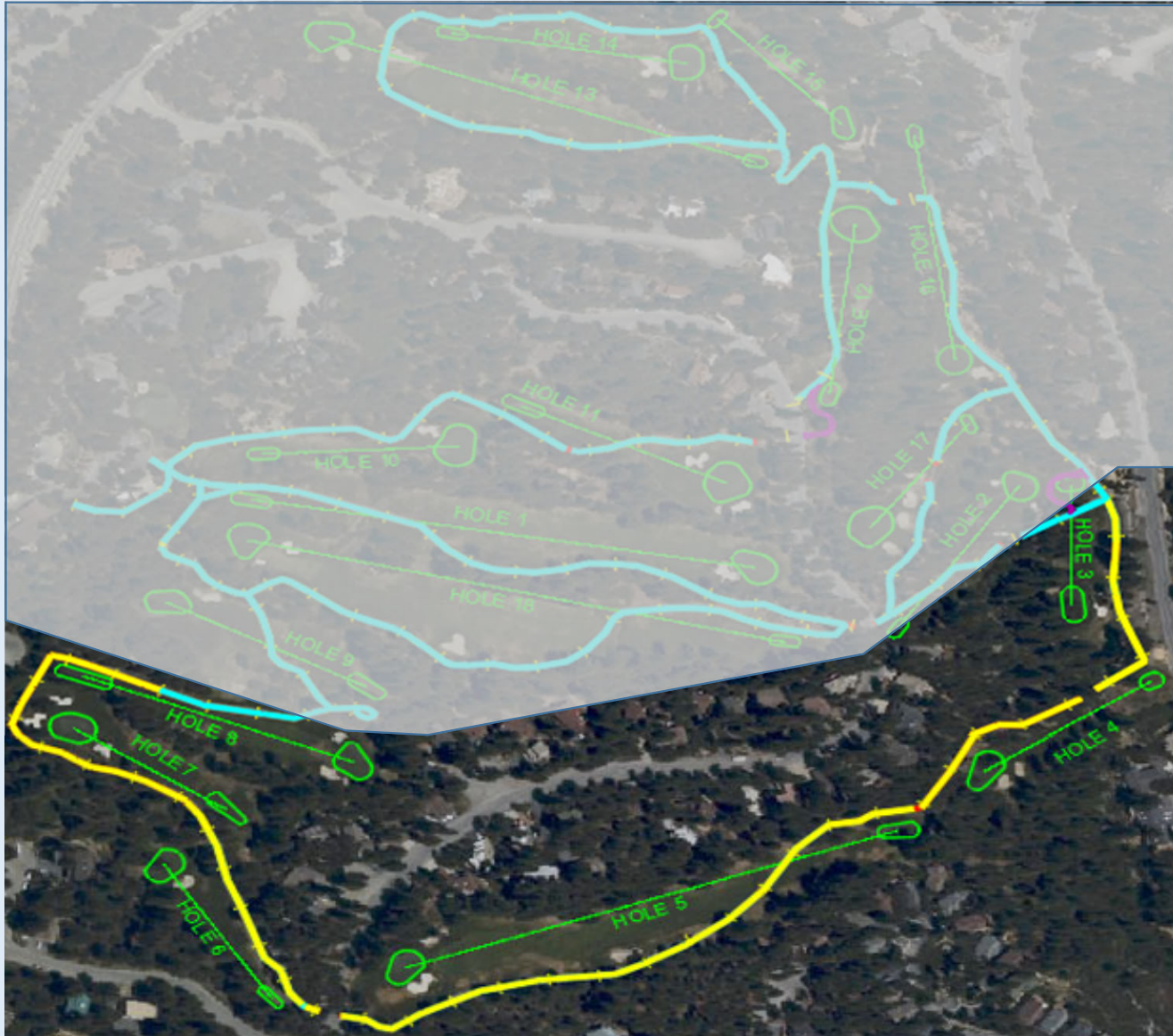
## Total Project Scope

**Phase I: 2021**  
 ~35,000 SF Full Path Removal & Replacement

**Phase II: 2023**  
 ~20,000 SF Removed & Replaced AC  
 ~82,000 SF type 2 slurry seal

**Phase III: 2023**  
 ~2,600 SF of New Path Alignment





## Phased Project Scoping

- Phase I: completed 2021**
- Original Bid Scope = ~31,500 SF
  - Final Quantity = ~35,000 SF

- Construction Costs
- Original Bid Price = ~\$357,000
  - Final Cost = ~\$420,000



# Phased Project Scoping

## Phase II: 2023

### AC Replacement Quantity:

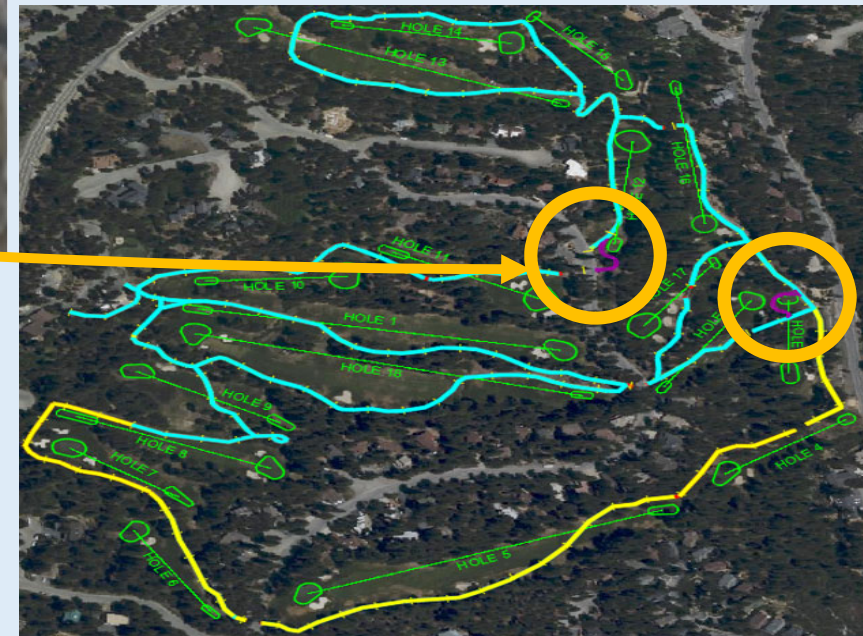
- Original Bid Scope = 4,700 SF
- Current Estimate = 19,800 SF

### Construction Costs

- Original Bid Scope = \$187,007
- Current Estimate = \$439,643



## Phased Project Scoping



### **Phase III: completed 2023**

#### Construction Costs

- Original Bid Cost	= \$216,000
- Final Cost*	= \$197,744

\*Construction complete, project closed.

## Project Budget Summary

Task	May 10, 2023 Approved Budget	December 13, 2023 Forecast Cost*	Approved Budget vs. Forecast Cost*	Spend to date
<b>Phase II CONSTRUCTION</b>				
Mt. Golf Cart Path Rehabilitation - Phase II 2023	\$ 187,007	\$ 187,007	\$ -	\$ 187,007
Phase II Change Order's	\$ -	\$ 252,636	\$ (252,636)	\$ -
Materials Testing - Phase II	\$ 5,500	\$ 3,500	\$ 2,000	\$ 1,578
subtotal	\$ 192,507	\$ 443,143	\$ (250,636)	\$ 188,585
<b>Phase III CONSTRUCTION</b>				
Mt. Golf Cart Path Recirculation - Phase III	\$ 216,000	\$ 197,744	\$ 18,256	\$ 197,744
Materials Testing - Phase III	\$ 3,900	\$ 1,578	\$ 2,322	\$ 1,578
subtotal	\$ 219,900	\$ 199,322	\$ 20,578	\$ 199,322
<b>Project Contingencies</b>				
Phase II Construction Contingency (10%)	\$ 18,700	\$ -	\$ 18,700	\$ 18,700
Phase III Construction Contingency (10%)	\$ 21,600	\$ -	\$ 21,600	\$ -
Materials Testing Contingency (10%)	\$ 1,000	\$ -	\$ 1,000	\$ -
subtotal	\$ 41,300	\$ -	\$ 41,300	\$ 18,700
Construction Management & Inspection Services	\$ 60,450	\$ 68,450	\$ (8,000)	\$ 57,500
Tree Removal	\$ 55,225	\$ 55,225	\$ -	\$ 55,225
Owners' Allowance	\$ 60,000	\$ 23,000	\$ 37,000	\$ 7,293
subtotal	\$ 175,675	\$ 146,675	\$ 29,000	\$ 120,018
<b>TOTAL</b>	<b>\$ 629,382</b>	<b>\$ 789,140</b>	<b>\$ (159,758)</b>	<b>\$ 526,625</b>

\* - Forecast costs are based on remaining proposed scope (Phase II) and processed final payment applications (Phase III & Tree Removal); final costs will be verified at Project closeout.

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Matthew Dent  
Chair

Josh Nelson  
General Counsel

**SUBJECT:** Review, discuss, and potentially adopt Board Policy 23.1.0 regarding access to confidential and non-public information

**RELATED STRATEGIC PLAN INITIATIVES:** Long Range Principle #6 Communication  
Long Range Principle #7 Governance

**DATE:** ~~November 8, 2023~~ – December 13, 2023

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**I. RECOMMENDATION**

That the Board of Trustees review, discuss, and potentially adopt Board Policy 23.1.0 regarding access to confidential and non-public information.

**II. BACKGROUND**

The District has a strong commitment to transparency. However, there is some information that must or should be kept private. Trustees must have access to this private information while still ensuring that it does not become public. The District has considered different approaches to balancing this tension. Historically, the District provided very limited information to Trustees upon request and treated most requests as public records requests. More recently, the District has provided this information upon request to Trustees. However, there is no formal policy on this matter.

At a recent Board of Trustees meeting, Chair Dent requested that the General Counsel prepare a policy to provide greater clarity around the requirements for providing private information to Trustees.

Staff previously provided an overview of the draft policy at the September 19, 2023 Board meeting. The Board requested several clarifying updates, which are reflected in the redline version attached hereto, and which are summarized below:

- “Draft documents” are now included in the definition of confidential information
- Relocation of the requirement that individual trustees may not access employee or personnel files for staff that report to the General Manager
- Clarification that names, addresses, phone numbers, or identifying information that is used to make reservations at a recreational facility or enroll in an instructional or recreational activity or event provided by IVGID qualify as non-public information.
- Sets a requirement that individual trustees may not disclose confidential or non-public information, as defined, unless the Board authorizes such disclosure at a public meeting.
- Inclusion of a requirement for the General Manager to adopt and implement policies and procedures to ensure non-public and confidential documents are handled appropriately.

### **III. FINANCIAL IMPACT AND BUDGET**

No direct impact by adoption of the policy.

### **IV. ALTERNATIVES**

Below are alternatives to the recommended action:

1. Adopt the proposed policy.
2. Decline to move forward at this time with this proposed amendment.
3. Suggest changes to the proposed policy and bring it back for discussion at the next meeting.

### **V. 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.

### **VI. ATTACHMENT**

Draft Policy 23.1.0 (redline)  
Draft Policy 23.1.0 (clean)



## Access to Confidential and Non-Public Information Policy 23.1.0

**0.1 PURPOSE.** The Incline Village General Improvement District is governed by a five-member Board of Trustees. The Board of Trustees has elected to manage IVGID under the “Board-manager” form of government. Under this form of government, the Board hires a General Manager who hires, disciplines, and otherwise manages IVGID personnel subject to Board oversight and District policies. The only other staff member that reports directly to the Board of Trustees is the General Counsel.

Board of Trustees deliberations and the maintenance of IVGID records are subject to the general rule that they are “the public’s business” and subject to a general obligation of transparency. However, the Board and IVGID staff also have a superior duty not to disclose some information, including, but not limited to attorney-client confidences and work product, matters of employment, and other recognized exceptions as set forth in this Policy. To ensure Trustees are informed and can effectively govern the District, they may receive Confidential and Non-Public Information that members of the public would not receive in response to a request for public records. This Policy outlines the terms and conditions applicable to Trustee and employee access of Confidential and Non-Public Information.

**0.2 CONFIDENTIAL AND NON-PUBLIC INFORMATION.** The following terms shall have the definitions below in this Policy:

- a. Confidential Information. Information and documents that are related to IVGID that are not disclosable publicly without the concurrence of a majority of the Board of Directors. This is information protected by the attorney-client communication or work product privileges, pending labor negotiations, matters discussed in a closed session, **draft documents**, and other legally recognized protected or privileged information.
- b. **Notwithstanding the foregoing, individual Trustees may not access documents held in employment or personnel files for staff reporting to the General Manager.**
- c. Non-Public Information. Documents that are related to IVGID that are not Confidential Information and are not a public record under NRS 239. The facts and circumstances underlying Non-Public Information may **not** be discussed publicly ~~to the extent it is relevant to IVGID business but personally identifying information should not be disclosed to the extent possible. Non-Public Information shall not be provided to any third party.~~ Examples of Non-Public Information include documents regarding



## Access to Confidential and Non-Public Information Policy 23.1.0

~~recreational privileges or fees for individuals or parcels, and draft documents, and names/addresses/phone numbers or other identifying information used to make reservations at a recreational facility or enroll in an instructional/recreational activity/event provided by IVGID.~~

**0.3 INFORMATION TO BOARD.** Confidential and Non-Public Information shall be provided by staff or legal counsel as necessary to inform the Board's discussion, deliberation, or general oversight of IVGID matters. Staff shall ensure the Board understands the Confidential or Non-Public status of the information.

**0.4 INFORMATION UPON REQUEST.** Trustees may request access to Confidential or Non-Public Information by contacting the General Manager with a copy to General Counsel. Requests shall be based on a legitimate IVGID-related purpose and not for political, financial, or other personal reasons. Requests will be received and reviewed by the General Manager and General Counsel. The Director of Human Resources will be consulted regarding any requests for documents that are maintained by the Department of Human Resources. If the requested document is available for review, it will be provided in a read only electronic format or in hard copy for viewing only. Appropriate staff or legal counsel will be present for document viewing, and no photos of documents are allowed. After viewing, staff is responsible for shredding of the materials reviewed. Staff shall ensure that Trustees understand if a document is Confidential or Non-Public Information. The entire Board of Trustees will be promptly notified of any request under this subsection and provided an opportunity to review the provided document.

### ~~0.5 LIMITATIONS ON ACCESS.~~

~~Notwithstanding the foregoing, individual Trustees may not access confidential documents held in employment or personnel files for staff reporting to the General Manager.~~

### **0.6 DUTY NOT TO DISCLOSE.**

Trustees must not disclose any Confidential or Non-Public Information or documents unless permitted to do so by a majority of the Board as declared in a public meeting. Trustees may not disclose photos, copies or excerpts of any Confidential or Non-Public Information ~~but may be entitled to discuss the underlying facts and circumstances. Trustees shall confer with the General Manager and General Counsel prior to discussing any underlying facts and circumstances of Non-Public Information with non-IVGID third parties.~~





## **Access to Confidential and Non-Public Information Policy 23.1.0**

### **0.7 EMPLOYEE ACCESS TO INFORMATION**

The General Manager shall adopt and implement personnel policies ~~and procedures to ensure Confidential and Non-Public Documents and Information are protected and handled appropriately by staff and the Trustees that implement this Policy and outline when and how employees may access Confidential and Non-Public Information.~~

### **0.8 RIGHT TO DISCLOSE UNDER APPLICABLE LAW**

This Policy shall not be interpreted or applied in a manner that prevents a Trustee from complying with or exercising his or her rights under applicable law to disclose information, including, but not limited to, whistleblower laws and policies. Disclosures shall be as limited as possible to ensure the compliance with or exercise of such legal rights.

### **0.9 REMEDIES FOR VIOLATIONS**

Violations of this Policy by Trustees shall be subject to discipline as set forth in the Code of Conduct. The Board may also enforce this Policy through other legally available remedies.



## **Access to Confidential and Non-Public Information Policy 23.1.0**

**0.1 PURPOSE.** The Incline Village General Improvement District is governed by a five-member Board of Trustees. The Board of Trustees has elected to manage IVGID under the “Board-manager” form of government. Under this form of government, the Board hires a General Manager who hires, disciplines, and otherwise manages IVGID personnel subject to Board oversight and District policies. The only other staff member that reports directly to the Board of Trustees is the General Counsel.

Board of Trustees deliberations and the maintenance of IVGID records are subject to the general rule that they are “the public’s business” and subject to a general obligation of transparency. However, the Board and IVGID staff also have a superior duty not to disclose some information, including, but not limited to attorney-client confidences and work product, matters of employment, and other recognized exceptions as set forth in this Policy. To ensure Trustees are informed and can effectively govern the District, they may receive Confidential and Non-Public Information that members of the public would not receive in response to a request for public records. This Policy outlines the terms and conditions applicable to Trustee and employee access of Confidential and Non-Public Information.

**0.2 CONFIDENTIAL AND NON-PUBLIC INFORMATION.** The following terms shall have the definitions below in this Policy:

- a. Confidential Information. Information and documents that are related to IVGID that are not disclosable publicly without the concurrence of a majority of the Board of Directors. This is information protected by the attorney-client communication or work product privileges, pending labor negotiations, matters discussed in a closed session, draft documents, and other legally recognized protected or privileged information.
- b. Notwithstanding the foregoing, individual Trustees may not access documents held in employment or personnel files for staff reporting to the General Manager.
- c. Non-Public Information. Documents that are related to IVGID that are not Confidential Information and are not a public record under NRS 239. The facts and circumstances underlying Non-Public Information may not be discussed publicly. Examples of Non-Public Information include documents regarding fees for individuals or parcels, draft documents, and names/addresses/phone numbers or other identifying information



## **Access to Confidential and Non-Public Information Policy 23.1.0**

used to make reservations at a recreational facility or enroll in an instructional/recreational activity/event provided by IVGID.

**0.3 INFORMATION TO BOARD.** Confidential and Non-Public Information shall be provided by staff or legal counsel as necessary to inform the Board's discussion, deliberation, or general oversight of IVGID matters. Staff shall ensure the Board understands the Confidential or Non-Public status of the information.

**0.4 INFORMATION UPON REQUEST.** Trustees may request access to Confidential or Non-Public Information by contacting the General Manager with a copy to General Counsel. Requests shall be based on a legitimate IVGID-related purpose and not for political, financial, or other personal reasons. Requests will be received and reviewed by the General Manager and General Counsel. The Director of Human Resources will be consulted regarding any requests for documents that are maintained by the Department of Human Resources. If the requested document is available for review, it will be provided in a read only electronic format or in hard copy for viewing only. Appropriate staff or legal counsel will be present for document viewing, and no photos of documents are allowed. After viewing, staff is responsible for shredding of the materials reviewed. Staff shall ensure that Trustees understand if a document is Confidential or Non-Public Information. The entire Board of Trustees will be promptly notified of any request under this subsection and provided an opportunity to review the provided document.

### **0.5 DUTY NOT TO DISCLOSE.**

Trustees must not disclose any Confidential or Non-Public Information or documents unless permitted to do so by a majority of the Board as declared in a public meeting. Trustees may not disclose photos, copies or excerpts of any Confidential or Non-Public Information.

### **0.6 EMPLOYEE ACCESS TO INFORMATION**

The General Manager shall adopt and implement personnel policies and procedures to ensure Confidential and Non-Public Documents and Information are protected and handled appropriately by staff and the Trustees.

### **0.8 RIGHT TO DISCLOSE UNDER APPLICABLE LAW**

This Policy shall not be interpreted or applied in a manner that prevents a Trustee from complying with or exercising his or her rights under applicable law to disclose



## **Access to Confidential and Non-Public Information Policy 23.1.0**

information, including, but not limited to, whistleblower laws and policies. Disclosures shall be as limited as possible to ensure the compliance with or exercise of such legal rights.

### **0.9 REMEDIES FOR VIOLATIONS**

Violations of this Policy by Trustees shall be subject to discipline as set forth in the Code of Conduct. The Board may also enforce this Policy through other legally available remedies.

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Mike Bandelin  
Interim District General Manager

**SUBJECT:** Review, discuss and possibly approve an Amendment and Restated Site Use License Agreement with NV Energy for Use of Diamond Peak Ski Resort Parking Lot to Prohibit Helicopter Operations.

**DATE:** December 13, 2023

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Approve an Amendment and Restated Site Use License Agreement with NV Energy for Use of Diamond Peak Ski Resort Parking Lot to Prohibit Helicopter Operations.

**II. BACKGROUND**

The Incline Village General Improvement District entered into a License Agreement with NV Energy on June 16, 2023. The site license agreement includes NV Energy contractors using ground space for staging of trucks and equipment at Diamond Peak. The site agreement also allows the use of the school yard ski trail for helicopter operations including landing timber fuels removed from the vicinity of power lines. Helicopter operations also included transporting of NV Energy replacement power line equipment.

At your meeting on November 8, 2023 the Board of Trustees approved an agenda item to direct the Interim General Manager and District Counsel to negotiate an amendment of the Site Use License Agreement with NV Energy to provide for an alternative location for the Helicopter operations not at Diamond Peak Ski Resort.

As per the approval, General Counsel and the Interim General Manager engaged in a discussion with NV Energy referencing the amendment to the agreement. The discussion resulted in an agreed upon amendment and a restated Site Use License Agreement with NV Energy for Use of Diamond Peak Parking Lot to Prohibit Helicopter Operations.

### **III. 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.

### **IV. ATTACHMENTS**

Site License Agreement with NV Energy and IVGID

**AMENDED AND RESTATED  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
SITE USE LICENSE AGREEMENT  
WITH NV ENERGY**

**RECITALS**

WHEREAS, Incline Village General Improvement District (“IVGID”) and Sierra Pacific Power, d/b/a NV Energy, Inc., a Nevada corporation (“NV Energy” or “Licensee”) entered into that certain Site Use License Agreement dated as of June 20, 2023 (“Site Use License Agreement”).

WHEREAS, the Parties wish to amend the Site License Use Agreement to eliminate helicopter uses within the License Area, including all previously permitted uses as a landing zone and refueling location, but to continue to permit non-aerial operations by the Licensee.

**AGREEMENT**

**1. PARTIES AND DATE; AMENDED AND RESTATED AGREEMENT.**

This Amended and Restated Site Use License Agreement (“Agreement”) is entered into as of December 13, 2023, by and between IVGID and Licensee. All parties are at times referred to collectively as “Parties” and individually as “Party” herein. Upon execution, this Agreement shall supersede the Site Use License Agreement dated June 20, 2023 in all respects, and shall form the sole agreement between the parties with respect to the subject matter stated herein.

All parties are at times referred to collectively as “Parties” and individually as “Party” herein.

**2. LICENSE AREA.**

2.1 IVGID owns certain real property commonly known as the Diamond Peak Ski Resort (“Diamond Peak”). Diamond Peak includes a certain area adjacent to the Diamond Peak parking lot which is depicted in Exhibit A, attached hereto and incorporated by this reference (“License Area”).

2.2 Licensee wishes to utilize the License Area for employee and contractor parking and materials storage. IVGID is willing to grant to Licensee the right to use the License Area, under the terms and conditions set forth herein. Licensee shall not use the License Area for helicopter or other aerial operations, including but not limited to landing and takeoff.

### 3. TERMS.

3.1 Recitals. The above recitals are hereby incorporated into the Agreement by reference.

3.2 License. IVGID hereby grants to Licensee a license in, on, across, and over the License Area, for the purpose of permitting employee and contractor parking and construction materials storage and staging by Licensee's employees and contractors. Licensee may not store or use any hazardous materials as defined by applicable law in the License Area. Licensee may not use the License Area for any helicopter or other aerial operations, including but not limited to landing and takeoff. Licensee shall not use the Licensee Area for refueling or storage of fuel of any kind.

#### 3.3 Term & Termination.

3.3.1 Term. This Agreement shall remain in effect through October 14, 2027. Licensee may only use the License Area from May 1 through October 14 of each year of the Term.

3.3.2 Termination of License. Either Party may terminate this Agreement with ninety (90) days written notice to the other Party. Upon termination of the Agreement, Licensee shall surrender the License Area in substantially the same condition as when received, including removing any dust or debris from its use of the License Area.

3.4 License Fee. In exchange for the license and other rights granted by this Agreement, Licensee shall pay IVGID \$1,000.00 per week ("License Fee") during the months of actual use during the Term, which shall run from May 1 through October 14. The License Fee shall be prorated for any partial month of use. The License Fee shall be paid on or by the first of each month or first day of use during each partial month during this Agreement.

3.5 Pavement Degradation Fee. IVGID shall, at its own expense, provide Licensee with a pavement assessment prior to Licensee occupying the site ("First Pavement Assessment"). Within 15 days of the end of each construction season, for the duration of this Agreement, IVGID shall, at its own expense, provide Licensee with an updated pavement assessment ("Subsequent Pavement Assessment") that determines the level of pavement degradation that occurred during the Term, ordinary wear and tear excepted, and the reasonable estimate associated with repair of the pavement to the original quality, ordinary wear and tear excepted, as established by the First Pavement Assessment. Within 45 days of receipt of each Subsequent Pavement Assessment, Licensee shall pay to IVGID an amount totaling 50% of the estimated pavement restoration cost set forth in said Subsequent Pavement Assessment for the area which is generally depicted in **Exhibit B**, attached hereto and incorporated by this reference.



3.6 Public Notification. Licensee shall follow all applicable laws pertaining to public notification. Licensee shall specifically provide written notice of its anticipated activities each year to residents in the following residential areas: Bitterbrush I (Tahoe Chaparral), Bitterbrush II, Tyrolian Village (Upper), and Tyrolian Village (Lower). Licensee shall be responsible for responding to any and all public inquiries that result from their activities as set forth in this Agreement.

3.7 Reserved.

3.8 Indemnification. To the full extent permitted by law, Licensee shall indemnify, defend (with counsel acceptable to IVGID) and hold IVGID, its officials, officers, employees, contractors, volunteers and agents free and harmless from and against any and all losses, claims, damages, or injuries to the License Area caused by or arising out of Licensee's use of the Parking Area or this Agreement, expressly including, but not limited to, any storage or use of hazardous materials. Licensee shall be responsible for conducting, at its own expense, any clean-up and associated remediation that results from a release, escape, seepage, leakage, discharge, or migration, at or from the License Area, of any hazardous materials, whether or not such condition was known or unknown to Licensee. At the conclusion of the Term of this Agreement, Licensee shall be responsible for removing any stored materials, hazardous or otherwise, from the License Area, and returning the License Area to its original condition as of the commencement date of the Agreement. Notwithstanding anything to the contrary contained in this Section 3.5, Licensee shall have no obligation to indemnify IVGID to the extent of any losses, claims, damages or injuries that may arise out of the gross negligence or willful misconduct of IVGID.

3.9 Insurance. Licensee shall maintain in full force and effect during its use of the License Area during the effective months of the Term: (a) commercial general liability insurance in the amount of \$3,000,000 per occurrence; and (b) property damage insurance in the amount of \$3,000,000. Licensee may satisfy these requirements partially or wholly through self-insurance and will provide IVGID with a letter to that effect. Such insurance shall name IVGID as an additional insured, shall be primary with respect to any insurance or self-insurance programs maintained by IVGID, and shall not be materially changed, terminated or allowed to expire except on thirty (30) days' prior written notice to IVGID. Proof of IVGID being named as an additional insured must be included as part of the submission of proof of insurance, which may include providing a statement to that effect in any letter of self-insurance. Licensee shall not commence use of the License Area until it has provided evidence satisfactory to IVGID that it has secured all insurance required under this section.

3.10 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, changed or amended only by written agreement of the Parties hereto. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

3.11 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

3.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.13 Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address or at such other address as the respective Parties may provide in writing for this purpose:

**IVGID:** Incline Village General Improvement District  
Attn: District Clerk  
893 Southwood Boulevard  
Incline Village, Nevada 89451

**LICENSEE:** NV Energy  
Land Resources  
Attn: Manager  
6100 Neil Rd., MS S4B20  
Reno, NV 89511

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at the applicable address.

3.14 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

SIERRA PACIFIC POWER COMPANY,  
  
d/b/a NV Energy,

INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT

---

William Kruger  
Manager, Land Resources

---

Mike Bandelin  
Interim General Manager

---

Date

---

Date

**Reviewed as to Form:**

---

Sergio Rudin  
District General Counsel

**EXHIBIT "A"**

**APPROXIMATE GRAPHICAL DEPICTION OF  
THE LICENSE AREA**





**EXHIBIT "B"**

**APPROXIMATE GRAPHICAL DEPICTION OF  
THE PAVEMENT DEGRADATION AREA**



**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Trustee Matthew Dent

**SUBJECT:** Review, discuss and possibly approve the agreement for FlashVote Services in the not to exceed amount of \$7,900.00 (Requesting Trustee: Trustee Matthew Dent)

**DATE:** December 5, 2023

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**I. RECOMMENDATION**

It is recommended the Board of Trustees move to approve the FlashVote Services agreement in the not to exceed amount of \$7,900.

**II. BACKGROUND**

FlashVote Services have been beneficial to the Board of Trustees during this calendar year. They have conducted multiple board training sessions and circulated multiple surveys to inform the board of the community's interests.

**III. FINANCIAL IMPACT AND BUDGET**

There is a \$7,900 cost for this service; from General Fund or Trustee line item.

**IV. ALTERNATIVES**

Do nothing or modify the scope of the FlashVote contract.



## PROPOSAL TO IVGID - NV

[FlashVote](#) is the scientific way to survey and engage communities. Get statistically valid public input in 48 hours. Solve important problems and serve your whole community better all year, with data-driven decisions. Enclosed please find our proposal to work with you.

*“Our City Council is addicted to FlashVote”  
– City Staff in Oklahoma*

FlashVote is a unique and essential data tool. Nothing else offers you these 5 key things

- Professionally Drafted – Custom questions for the exact data you need
- Statistically valid – True decision-quality community input
- Fast Results – Just 48 hours from survey launch to reporting
- Fully Inclusive – Participation by email, text, and phone call plus multilingual
- Highly Affordable – Easily pays for itself with your first survey

## SHORT, AUTOMATED, SCIENTIFIC COMMUNITY SURVEYS

FlashVote has modernized scientific community surveys to make them short, fun, and inclusive for residents – and super useful and affordable for governments. Even your busiest residents have one minute a month to help you by taking FlashVote surveys.

## DO MORE WITH LESS AND PREVENT MISTAKES

We help you deliver more value with less money. We’ve helped customers increase revenues by building public trust. Most importantly, we help our customers cut through the noise and see when traditional unscientific public input is steering them towards big mistakes.

*“Fast, simple, reliable surveys we can trust”*

## SERVE THE MANY, NOT JUST THE NOISY

Just imagine. No more guessing or hoping. No more issues hijacked in public meetings. No more governing based on social media posts. No more distorted data from 'free' online surveys or online engagement. Now you can hear the true voice of your community, especially when you need to overcome the influence of the noisy and unrepresentative few.

## SOME COMMON PROBLEMS WE HELP SOLVE

- ARPA
- Housing
- Service Satisfaction
- Finances
- Economic Development
- Transportation
- Land Use
- Plan Updates
- Other Important/Contentious Issues: <https://www.flashvote.com/mini-case-studies>

## WE EVEN DO ALL THE WORK

You know what you want to know. We handle everything else. From drafting to launching to reporting, we're a service, not just software. There has never been an easier or better way to get the right data, right when you need it.

## TRUSTED BY THE BEST LOCAL GOVERNMENTS

We work with the best communicators, managers and elected officials at leading, award winning local governments across the country, including:

- Town of Oro Valley, Arizona
- City of Roseville, California



- Placer County, California
- Town of Sudbury, Massachusetts
- City of Plymouth, Minnesota
- City of Ferguson, Missouri
- Town of Chapel Hill, North Carolina
- City of Arlington, Texas
- City of Syracuse City, Utah
- And many more, in 25+ states so far!

In 2020 FlashVote was named one of the Top 10 “*best companies working with local governments*” by ELGL: <https://elgl.org/9-flashvote/>

The more you know about data, the more you’ll appreciate FlashVote:

<https://www.flashvote.com/government#data-quality>

*“Really worth it, so simple too.”*

## PROPOSAL DETAILS

Our proposal includes the following items:

FlashVote Services Order Form

Statement of Work

Terms & Conditions

Please don’t hesitate to contact us with questions. References and sole-source justification letters are available upon request. We look forward to working with you!

Sincerely,

**Kevin Lyons**

CEO & Co-Founder

**FLASHVOTE SERVICES ORDER FORM**

Customer: Incline Village General Improvement District	Contact: Mike Bandelin
Address: 893 Southwood Blvd	Phone: (775) 832-4011
Incline Village, NV 89451	E-Mail: <a href="mailto:MLB@ivgid.org">MLB@ivgid.org</a>
<p><b>Services:</b> Governance Sciences Group, Inc (“the Company”) will provide the Standard Tier of annual FlashVote services (the “Service(s)”). This is a program of up to 6 Custom FlashVote Surveys per year.</p> <p>Launch services, additional Custom FlashVote Surveys and other Premium features are available as options for additional and separate fees.</p>	
<p><b>Services Fees:</b> \$9,900.00 (plus any other options), payable in advance annually, subject to the terms of Section 4 herein.</p>	<p><b>Initial Service Term:</b> One Year (January 1, 2023 to December 31, 2023)</p>
<p><b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p><b>Implementation Fee (one-time):</b> \$3,000 (WAIVED)</p>	

**SAAS SERVICES AGREEMENT**

This SaaS Services Agreement (“Agreement”) is entered into as of this \_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”) between Governance Sciences Group, Inc. with a place of business in Incline Village, Nevada (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form unless signed by both parties hereto.

**Governance Sciences Group, Inc.:**

**Customer:**

By: /s/Kevin Lyons/s/  
 Name: Kevin Lyons  
 Title: CEO

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



**EXHIBIT A: STATEMENT OF WORK**

FLASHVOTE SERVICE	PRICE	PRODUCT DESCRIPTION
CUSTOMER SETUP	INCLUDED	<u>User Provisioning &amp; Basic Customer Setup</u> Review setup and invitation processes and customer provisioning in FlashVote system with geographical areas. Custom web link and co-branded signup page.
IMPLEMENTATION SERVICES	(\$3,000 WAIVED)	<u>Build Scientific Panel</u> Review overall invitation and promotion strategy given existing communication channels. Work with customer to develop the most cost-effective outreach strategy. Provide recommended messaging samples and examples of online and offline invitation materials. Review drafts and recommend edits to cobranded customer promotion materials (Examples – emails, mailer inserts, social media channels). Create customized promotion video. Send invitations and reminders to customer email lists if desired. Review initial and ongoing panel results and analyze possible invitation retargeting.
FLASHVOTE SURVEYS	\$7,900 per year	<u>Create and Launch Surveys</u> Review data and decision support needs of customer. Expert survey design and quality control of all questions. Create up to 6 custom community surveys for unique customer data needs each year. Emails, text messages and phone calls to collect data in 48 hours.
FLASHVOTE REPORTING	INCLUDED	<u>Calculate and Report Results</u> Results calculation and integrity checking. Results summary sharing by email. Interactive results dashboard with participation data and selectable demographic filters. Custom geographic overlays for filtering results by location.
FLASHVOTE SUPPORT	INCLUDED	All technical and user support issues handled by FlashVote.
EQUITABLE PANEL BALANCING (EPB)	INCLUDED	Initial demographic analysis of community. Analysis of panel demographics as invitations are accepted. Initial and annual demographic comparisons and supplemental invitations using local SMS numbers to increase numbers and improve balance.
MULTILINGUAL – SPANISH ETC (OPTIONAL)	OPTIONAL \$3,000/yr each	Professionally translated end-to-end Spanish (and/or Other Languages) experience for signup, emails, surveys and results.
LIVE TRAINING SESSION	\$2,000 (one-time)	Live introductory training session on “Governance Basics” up to 3 hours as described in separate FlashTraining document
<b>GRAND TOTAL</b>	<b>\$9,900 = \$7,900/yr + \$2,000 one time + Any Options</b>	

## **EXHIBIT B: SUPPORT TERMS**

Company will provide Technical Support to Customer and Customer's users via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 775-235-2240 or any time by emailing [support@flashvote.com](mailto:support@flashvote.com). Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

## TERMS AND CONDITIONS

### 1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, phones, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible

for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data") such as non-public citizen email addresses or other non-public citizen data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

### 4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## 5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled

service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR

OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of laws provision.



# Powerful and Intuitive Training for Officials

Get the only training that helps all your staff and electeds get on the same page and stay there - for efficiency, effectiveness and harmony

## Highlights

### Fast and Effective

Learn exactly what you need to know, in a fraction of the time

### Easy To Understand

Complex concepts are explained in ways anyone can quickly understand and apply

### Proven

The simplest and clearest explanations from years of testing

### Actionable and Sticky

Learn to easily apply the key lessons with role play and expert Socratic discussion

### Persuasive

Controversy melts away as everyone sees the common ground we all share

### Extreme ROI

Getting better at "how to do things" and "what to do" is giving ROI well over 100x

### Enjoyable

"So entertaining!"

## Learn More

[kevin@flashvote.com](mailto:kevin@flashvote.com)

Direct: 510-593-4901

## Start with "Governance Basics" for Team Building

In just a few hours we'll walk through all the core concepts of local government and the principles of public service. We'll zoom out to the big picture and then zoom in on roles and responsibilities - all the way down to sample checklists and processes for structuring staff memos and board deliberation. You'll enjoy better decisions and dramatic improvements in public trust - plus shorter meetings.

- **Governance 101: Your One Job and How to Be Great At It Together**
- **How to Make Public Decisions: The Processes and Data You Need**

## Add Specific Modules For Team Effectiveness

In about an hour each, our masterclass style modules will take staff and electeds from any knowledge level to well ahead of their peers.

- **Public Input: What's Useful/Useless/Dangerous?**
- **Assessing and Achieving Equity: Why and How**
- **Budgets and Appropriation: Why and How**
- **Plans and Planning: Why and How**
- **Special Topics (By Request - We've Seen It, We've Seen It Solved)**

## What Do Attendees Say?

*"We were incredibly impressed by your presentation and excited by the potential of it for the work we do" --- "Excellent presentation skills, easy to understand and relevant to current municipal challenges" --- "Complex issues/concepts were explained at the correct level" --- "Informative while entertaining" --- "Thanks for this great information" --- "Very engaging" --- "Excellent orator, good pace and great use of pizza references"*

## About Your Instructor

Kevin Lyons studied in two elite PhD programs so you don't have to. Now he is a sought after keynote speaker and educator on government topics in the US and Canada - because after 28 years of learning governance from Nobel prize winners and top practitioners, he can finally explain everything you need to know in terms of pizza and beer. You've never had training as good or as fun.

## Special Offer: "Governance Plus"

Get Governance Basics (allow up to 3 hours) live in-person for \$2,000 (50% off)



**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Trustee Matthew Dent

**SUBJECT:** Review, discuss and possibly act on the FlashVote survey results

**DATE:** December 6, 2023

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**I. RECOMMENDATION**

The board discuss and determine if direction is needed related to the survey results. The survey results may guide the board in directing staff on the prioritization and budgeting of projects for the 2024-25 fiscal year.

**II. BACKGROUND**

The board conducted a FlashVote survey to gather community input on various venue potential priority projects. This was done due to the lapse in time from the completion of the master plans and to determine if the sentiment of the community remains consistent with the recommendations in the master plans.

**III. FINANCIAL IMPACT AND BUDGET**

The discussion and potential decisions may impact the 2024-25 fiscal year budget as it relates to Capital Improvement Projects.

**IV. ALTERNATIVES**

Do nothing.

Identify the priorities for staff to include in the 2024-25 budget.

**ATTACHMENTS**

FlashVote survey results

Item G.11.

# Survey Results: Priorities

**Survey Info** - This survey was sent on behalf of the Incline Village General Improvement District to the FlashVote community for Incline Village/Crystal Bay, NV.

These FlashVote results are shared with local officials

639

Total Participants

564 of 1329 initially invited (42%)  
75 others  
Margin of error: ± 4%

Applied Filter:  
**Locals only**

Participants for filter:  
**546**

**Response Time (hours)**

Started:  
**Nov 16, 2023 12:58pm PST**

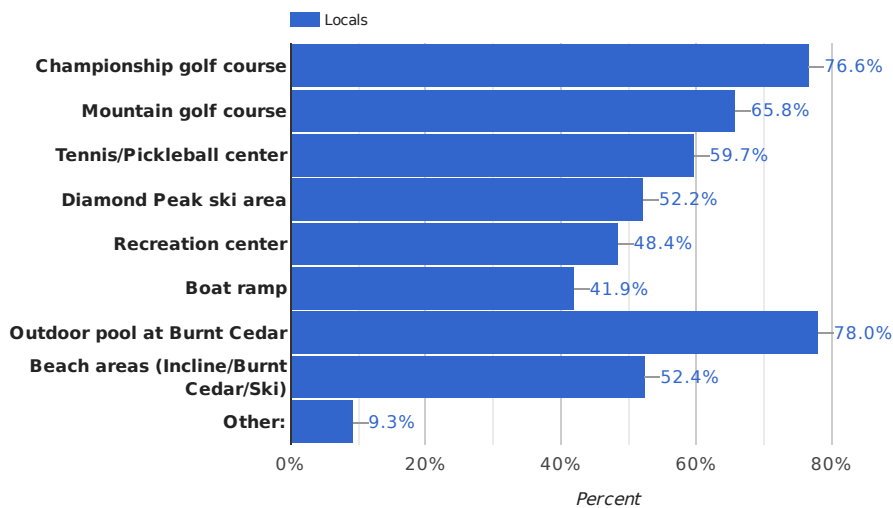
Ended:  
**Nov 18, 2023 11:53am PST**

Target Participants:  
**All IV/CB**

**Q1** Which of the following IVGID recreational venues do you think are in GOOD ENOUGH condition, if any? (Choose all that apply)

(546 responses by )

Options	Locals (546)
Championship golf course	76.6% (418)
Mountain golf course	65.8% (359)
Tennis/Pickleball center	59.7% (326)
Diamond Peak ski area	52.2% (285)
Recreation center	48.4% (264)
Boat ramp	41.9% (229)
Outdoor pool at Burnt Cedar	78.0% (426)
Beach areas (Incline/Burnt Cedar/Ski)	52.4% (286)
Other:	9.3% (51)





Depends on the definition of "good enough" Everything can benefit from improvements. Poorly phrased

Burnt Cedar-->yes, Incline beach-->NO!

all need upkeep and refresh but not overhaul

Incline beach needs some work on bathrooms, snack bar, and bar area

The way the survey is set up you can not vote yes/no or I do not use so don't have an opinion.

I can't comment on others because I'm not a user

Just snowflake lodge at dp needs updating. Main lodge is adequate

Aspen grove and the village green is in terrible shape

Replace the Lakeview chair remodel Snowflake lodge

Tahoe Boulevard (NV-28)

All need work

DP base is good, Snowflake - not good. Incline Beach building needs work

Skatepark and disc golf course

I don't play golf, so I can't comment on those.

What is good enough? This is not a good survey it is written to anticipate an outcome.

The boat ramp is dangerous. A floating dock needs to be installed on both sides of the ramp like at Sa

The building at Incline beach house & snowflake lodge needs to be refurbished. I don't play Tennis

Preston Field

All of them

Preston Park

1932Getters

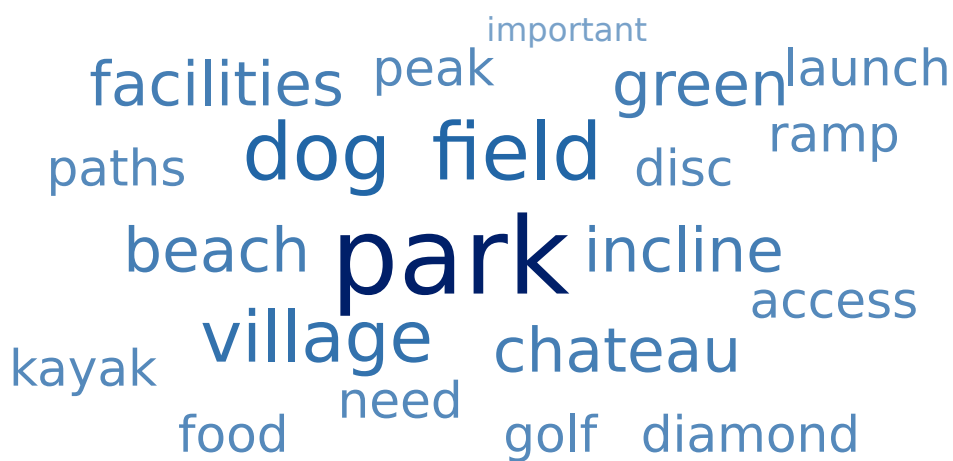
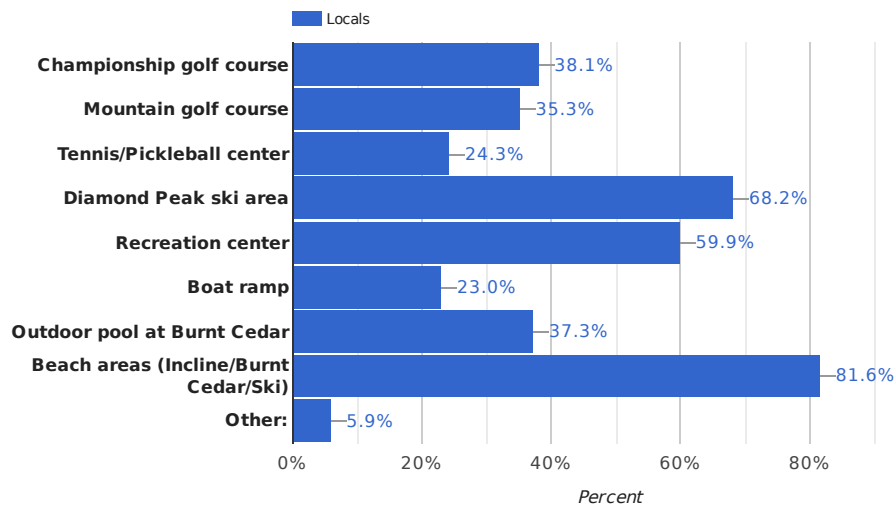
Snowflake Lodge needs renovation/replacement, and Incline Beach bathrooms need renovation

Overall, other than traffic and STR, Incline is GREAT

**Q2** Which of the following IVGID recreational venues are most IMPORTANT to you, if any? (You can choose up to FIVE)

(544 responses by )

<b>Options</b>	<b>Locals</b> (544)
Championship golf course	38.1% (207)
Mountain golf course	35.3% (192)
Tennis/Pickleball center	24.3% (132)
Diamond Peak ski area	68.2% (371)
Recreation center	59.9% (326)
Boat ramp	23.0% (125)
Outdoor pool at Burnt Cedar	37.3% (203)
Beach areas (Incline/Burnt Cedar/Ski)	81.6% (444)
Other:	5.9% (32)



Facilities at Incline Beach

off season diamond peak is the most important to me

Food and bathrooms @ Incline Beach - replace them like you did at Burnt Cedar

Why is t the new pool heated in the winter for use?

None are important. Let's be honest. No one came here because of IVGID's recreational facilities.

Disc golf

Why are the parks listed? Dog park? Fields?

Walking and biking paths

does 'good enough' imply that no additional improvements are needed??? I object to the wording!!!

exercourse by the village green

Incline Disc Golf Course

Chateau

A dog park (not the temporary one)

parks

All of Them.

NA.... Wish possible though

baseball fields

Kayak racks

Ice rink

Softball fields

Preston Field/ball fields

Village Green

Hiking paths

Dog park

Much better question - except if you live in Crystal Bay you don't have access to beaches or ramp

Dog park

Would be really nice to have a snack shack available with decent food.

Skate Park

Bar at Diamond Peak; Chateau

banquet facilities at the chateau and aspen grove

DOG PARK

PARKS and trails within the Village.

### Q3 How would you spend \$100 across the following potential projects/improvements?

(462 responses by )

Options	Locals (462)
Snowflake Lodge renovation	29.4%
Tennis/Pickleball court cover for winter use	8.24%
Recreation Center expansion	22.3%
Dedicated dog park	11.3%
Skate Park expansion	1.68%
Soccer field improvements	4.1%
Snow play areas at the Chateau (snowshoe, sledding, cross country, ice skating, etc.)	13.4%
None of these	9.62%





Restaurant at incline beach

Hire and retain quality staff at the golf courses and let them do their jobs.

Focus on needs of teens

The retaining wall at Preston field is falling down.

Additional ski area improvements -- more snow making, backside lift, summer use -- biking, etc.

Restrict picture card access. You can only use once a day and you get a stamp.

Expand / extend boat ramp & new accounting software

Open the Chateau during winter and have an ice skating rink there.

Priorities identified in the master plans for Diamond Peak, Beaches, and Community Services.

LIMIT / BAN STRS from use of the beaches

fenced in dog park.

Removing the current Chair, Vice Chair and Treasurer of the Board! Worst in history.

We really need dedicated soccer fields. Insane that we do not have any soccer fields in this town.

New beach house at Incline Beach

protected designated wildlife corridors (along creeks), where bears (and other wildlife) are safe

Replace the snack food bar and bathrooms as was beautifully done at Burnt Cedar

Maintain championship golf course and ensure proper staffing

Porta potties are gross

More summer activities at diamond peak

sidewalk on lower section of Ski Way connecting to the sidewalk on Country Club by the church

Incline Beach womens bathrooms

Beach restrooms need remodel, rec center expansion would be nice but classes need to be upgraded

Improve / extend the boat ramp

repair of the cart paths at the Championship Golf Course

Incline Beach House, Mountain biking at DP in the Summer, backside skiing at DP,

There could be more/better restrooms at the beaches

Boat ramp

Build a dock at the ramp similar to sand harbor or hyatt

Improvements at the beaches (bathroom/changing rooms, better F&B)

Beach Dining Service

Administration Building needs to be replaced.

Be kind to the staff.

Backside terrain expansion at Diamond peak

incline beach snack area needs facelift

The administration building is outdated. Why are board meetings held there?!

Connection of walking and biking paths

The bathrooms at golf courses and beaches.

Getting crowded in the Rec Ctr room for fitness classes. Time to expand.

Upgrade the bathrooms and snack bar at Ski Beach

New bathrooms at ski beach. Better food service at ski beach

Boat ramp

More and better tennis facilities

Replace Lakeview lift with a high speed lift

Snack bar at Ski Beach desperately needs improvements

Gas grills and beach chairs at beaches

Incline Beach house replacement WITH bar, outdoor seating, and 'to order' grill

Use Diamond Peak for summer and fall activities

Mountain course

Access control system for year round beach access.

More bike lanes. Slow the traffic on Lakeshore. Maybe separate cyclists from walkers on Lakeshore

This is a completely amateur questionnaire. You should be embarrassed

Incline Beach bar and restaurant

keep champ golf course in good shape.

Better dedicated bike paths through the village. Return of free parking for residents at flume trail

Warm water Therapy pool

Beach bathrooms

More children's activities

Grill needs new management, it was run poorly last year.

Bring back BBQ at the beaches; safer, less congested kayak launches; decompartmentalize rec center.

Championship Golf Course Cart paths

Parking at beach for pass holders only everyday. Expanded beach food service

Keep the Chateau Restaurant Open all year

Additional gym for winter use

Make the beaches absolutely no smoking zones. If you want to smoke go outside the gates.

The Rec Center needs a revamp. It's dated. The equipment is dated. The space is poorly laid out.

Rebuild of the incline beach snack bar, bathrooms, tiki bar, etc.

Update bathrooms at Incline Beach

Better concession at beach

TENNIS COURT RECONSTRUCTION AND LIGHTING (NO COVERING)

improved bathrooms; removal of porta-toilets; a permanent small stage at incline beach

Get rid of Trustees Dent and Schmitz

More parking for the beaches - perhaps a free resident shuttle from a remote lot on busy days

The boat ramp is terrible.

Incline Beach ingress egress, addtl bathrooms, larger bar with bar seating

Incline Beach food and music venue

Cart paths at both courses are still a mess

The renovations at Incline beach are long overdue!

Most of our facilities need updating

Lift replacements at Diamond Peak - frequent breakdowns and slow lifts aren't customer friendly.

Please upgrade the bathrooms at Incline Beach to be the equivalent of Burnt Cedar and Ski Beach!

More sidewalks.

Antiquated chairs, run down facilities at Diamond Peak, expansion of Rec Center, Winter sports Golf

Replacing Lakeview chair

The beach hut and bar area at Incline is too small and there are not enough permanent bathrooms.

Incline Beach bathrooms year round

It's dangerous when people park on Lake Shore to access the East Shore Trail. I'd prohibit parking.

Roof at Mountain Course and food enhancements at Mountain Course

Mountain Course clubhouse

If roads are considered amenities, then fix the roads.

Gated access to beaches year round. Ski Beach has become de facto winter dog yard for all of N Tahoe

Boat ramp pier

Desperate to see a safe modification to the boat ramp

RFID Card access control at beaches

Incline Beach facilities

More ride sharing opportunities especially in Winter months. TART didn't keep up w/demand 2022.

No airb&b access to beaches

Improved restrooms at beaches

Reduce DP pass and daily fees for residents.

High speed lifts @ DO

upgrade Ski Beach facilities!

Construct a Park in Crystal Bay!!!

Mountain course -add better restaurant

Yes, please get some adults to run this improvement district

Parking

I think they should build a lighted soccer field across from the High School

Beach concession, allowing employees access to beaches

Rec center fitness equipment needs refresh. Beaches need to bring back lounge chairs. Beaches need

Snowflake restrooms are atrocious. Rec center fitness machines are old and clunky

More beach/boat trailer parking

Year round warm water pool

being able to get golf t-times as a resident vs the large group use would be a big improvement

Catch up on deferred maintenance and deferred projects

replace Incline Beach snack/bar venues, open Chateau restaurant/bar year round and extended hours

Bathrooms at incline beach

All are important!

Rec center is improved heat/cooling

Lunch and dinner at Snowflake Lodge in the summer on Fridays, Saturdays, and Sundays.

enlarge weight room at rec center

Another chair at Diamond Peak (on the north side of the Crystal Xpress

Tennis court resurfacing

Return to the previous year's pricing and offerings for golf packages a ski passes.

Going through with the plan to finish the build out beach where the snack bar in the tiki bar are

More racks for kayaks/paddle boards at the beach

Go back to 2019 rates for residents. We use the amenities less because of the high cost, especially

Improved food service hours at Mountain Course. Food cart at golf courses.

MTB - friendly summer descent/ascent trail from TRT and Incline Flume to DPeak parking lot

snowflake should be torn down rebuilt and leased to a competent restaurateur for year round service

Boat ramp needs expansion and pier

Please update/upgrade the Incline Beach bathrooms

Fitness area expansion at the rec center

I'd like Sara Schmitz and Matthew Dent removed from the board. I'm sure improvements will follow

Incline beach amenities. New restrooms. New kitchen

Refurbish and Expand recreation center

Expanded boat ramp and dock

Resign, Sara.

Indoor tennis/pickle ball

Rent beach umbrellas at Incline Beach

Remodel Incline Beach Restrooms

Actually do something to the venues

Upgrade bathrooms and snack shack at incline beach

Year round heated bathrooms at incline and burnt cedar beaches

Planning for and funding future Diamond Peak improvements and expansion

Rec center needs a complete redo and expansion. Incline Beach bathrooms need to be redone

Incline Beach

fitness room in Rec Center is too small

Beach volleyball court

Boat ramp improvement, better food and faster service at the beaches.

Getting ride of Sara and Matt from the board

Keep the Championship Golf Course in tip top condition

Better boat Ramp

Dog park

Removing Sarah Schmitz and Mathew Dent from the board.

Repair the scoreboard upper field

Mt bike trails with use of chairlift - Privately owned summer restaurants at both beaches,

Maintain high quality golf facilities

I am supportive of paying for golf course maintenance but no individual rounds of golf

Concession stand at ski beach

Extend boat launch ramp. Signal at Lakeshore & boat launch to make it safer to cross Lakeshore

More Money spent at Mountain Golf Course-

Incline beach needs something nicer than than the snack shack something similar to the nest at hyat

Snack shack at ski beach

Boat ramp management

restore the lawn at the Village Green, repair the sprinklers, get rid of the ridiculous fencing at

Fix the boat ramp! It is ridiculous that in drought years we have to go to Tahoe City or Cave Rock

Redoing tennis courts (failing foundation)

Make better bathrooms at DP, Snowflake, Incline Beach- portapotties are disgraceful.

Extend the boat ramp at ski beach to accomodate longer boats when lake is low.

Replace Lakeview chair w/ High speed quad

Designated Charming Downtown Christmas Area (think Truckee) and more sidewalks/bike lanes

Community-owned "dark" optical fiber network to all businesses & residences for Internet & telecom

The gym at the rec center is terrible. It needs to be expanded asap

Better dining & amenities at beaches.

Install high poles or flagging along the edges of the boat ramp to assist in backing up boats.

Incline beach

The boat ramp is dangerous. A floating dock needs to installed on both sides of the ramp like at Sa

More defined sidewalks on Oriole way. Super dangerous when walking with my kid. Also people park on

Boat ramp needs valet service

Boat ramp

Nicer snack shack facility and better food options.

Championship golf course

improve walking/biking paths around town

More sup racks, check to make sure the ones listed as users don't sub- give to someone else

Year-round F&B ops @DP + Chateau. Offer beach-like contract. Ice rink

Enlarge workout room

Bring lounge chairs back to the beach

More walking paths around town.

Clubhouse/Restaraunt @ Incline Beach!

the refurbish Incline Beach House

Beach house at Incline Beach

Incline beach restrooms and snack shack

Indoor track around 3 tennis/8 pb courts, and driving range into net; new deck at snowflake lodge

Softball field needs new dugout, backstop and scoreboard

Cross Country on the Mountain Golf Course

Incline Beach House

Tennis and Pickleball Center need to prepare for expansion. Also need a venue for indoor play

cardio weight room expansion hot tubs... just build southernly connecting with existing cardio rm

Incline beach building

Incline beach buildings

open up lifts @ DP for MTBing

bike lane separate from walking paths

Beach parking - limit

Improve sand traps at championship golf course.

BBQ areas at beaches

Quit disturbing nature/removing trees for your so called "improvements".

Ice skating rink

Winter and summer improvements at Diamond Peak. Summer trails and an additional lift or 2.

Update the bathrooms at incline beach

Air compressor at Incline Beach. Lifeguards. Grille at Chateau open until 8pm.

Keep Beaches only for residences and not for STR's.

Homeowner parking at our beaches

Snowflake Lodge is in desperate need of renovation! Also, Incline Beach bathrooms!

Update/improve/remodel Incline Beach facilities

There are smaller areas like between the Rec and UNR that could become better/added dog walk areas.

Rec center - more classes and exercise equipment investments

Q5 Any other comments or suggestions about potential improvements or additions to local recreational amenities?

(193 responses by )



Schmitz and Dent need to resign now so our community can move forward.

Restrict swimming and beached boats not on loading or off loading next to ramp area.

Some CIP projects have been on the list for many many years and keep getting kicked down the line. Such as Fixing the deteriorating retaining wall at Preston field and replacing the playgrounds. Please stop kicking them down the line and make an effort to complete these before adding new projects to the growing list of deteriorating infrastructure projects.

Ski beach bathrooms need help.

Matt Dent, Sara Schmitz, and Ray Tulloch are should resign in shame over their defense of know sexual harasser Cliff Dobler

Leverage the priorities in the master plans for Diamond Peak, Beaches, and Community Services. These plans were well executed, vetted by the community, and are consistent with regulatory allowances and industry best practices. They have been totally ignored by the IVGID Board in their priority setting and budgeting. I'm not sure they've even read the documents.

Im against ice skating at the driving range. Especially against adding lights

Stop subsidizing golf play. I am OK with maintaining the courses, that I support, but not golfers cheap rounds of golf.

Replace incline beach snack bar with a year round restaurant

The dog park is lower than everything else on my list. Who would use it? There are lots of places for dogs ... we don't need to drive them to a dog park. Can it even be open in the winter? What good does 6 months do? NO DOG PARK!

Upgrade the Snowflake lodge too. It's very late 1960s and decrepit.

Please consider wildlife habitat when expending man-made recreation. we live in a Wildlife Habitat, and have taken TOO MUCH away, while punishing bears and wildlife who also call Incline Home. Let's think about their 'recreation' and survival too

Rake beaches to remove debris.

Better quality and deeper sand on the volleyball courts - it's like cement about 5" down right now

I think that the recreation fee should be increased to adequately support all of our venues

Nope.

Improve the food & drink offerings at the beach cafes. Upgrade the Incline Beach cafe

Partner with county, state and federal agencies along with NGOs to purchase additional land as it goes on the market for things like a dog park and open space/trails for hiking and bike paths

Do not spend new money on grounds or facilities. Lower rec fee instead.

I haven't seen any movement on the Incline Beach House. I think Ice Skating at the Chateau would be wonderful, I think you should have done it at Preston this year, but you didn't even listen to the Item. This is a very strange survey. After the years of service on the Board, why do you keep asking for the priorities? you should know by now.

Stop trying to inquire about more and more. We don't expand our footprint. We never should have assumed the footprint we did because we don't have sufficient demand. And because we don't, staff claim our facilities are "under-utilized." And now we need to go into money losing commercial businesses to attempt to better utilize those facilities. Losing more money than the added revenue staff is able to generate. Instead of never having acquired this stuff in the first place, or disposing of it to the private sector to more efficiently run.

We do NOT need anything else at Incline - we have more than enough. I would only want what we already have to be kept up.

Rec. Center expansion a must.

Stop spending (i.e. wasting) money unnecessarily to please your constituents and increase your power.

Maintain what we have. Don't think about selling off or privatizing our amenities. I mostly use the beaches and the dog park but appreciate having access to all the other amenities when I want to use them.

Trustees should not be policing the beaches.

Invest in both the amenities and the staff. Both affect the property values of ALL Incline residents.

no

No STR renters on our beaches. Increase costs to hotel guests on our beaches. Because the deed allows hotel guests doesn't mean hotel guests get "unrestricted" access or "same cost" access.

Do something about people who sit in the lodge, don't ski and take a whole table all day long.

If possible drop tennis fees

Are you asking for yet more money for things we can't use??? We. Already are fleeced

Restrooms at Incline Beach in dire need of renovation

We in Incline are lucky to live in a beautiful area with a great variety of outstanding recreational amenities available to residents. Some community members need to stop complaining and enjoy the outstanding facilities and amenities IVGID provides. Incline is the laughingstock of Tahoe and Reno because of the entitled complainers who do nothing but whine about IVGID's amenities and demand more more more. You don't control IVGID so get over yourselves. So many community members are sick of you. There is NO NEED for a fancy beach house restaurant at Incline Beach. A previous Flashvote survey was conducted on the beach house. Read the results. A majority of resident respondents don't want a fancy restaurant and instead want more bathrooms and parking. Give it a REST people!

Enjoy the bike park very much!

I did not like this survey, it was not well designed to address the needed improvements, and the first question seemed loaded - designed to elicit 'we don't need to improve these existing amenities' answers rather than a 'where do we need to improve these existing amenities' response

No

This is an embarrassingly amateurish questionnaire. You should be embarrassed, both the Board and Flashvote people who pretend to be professionals at this. So sad.

Finance any major improvements to recreational amenities with voter approved bonds paid for by an ad valorem tax . Get rid of the mandatory rec fee and whatever amenities cannot be sustained by user fees/property taxes./c-tax

Pickle ball court rental is way to expensive for residents. Get free parking back at flume trail

The ski lifts need overhaul, snow shoe area would be great, a nice lodge but keep Diamond peak family friendly and don't try to grow it and ruin it by tourists like s Palisades and north star. Keep it slow and easy and local.

Warm water therapy pool at rec center

Consider the community youth when expanding

parking lot resurfising

No dog park, not IV's job to provide that. Not sure what to do about rec center, I have no interest in it. Used to be a member but equipment was on such disrepair I pursued other options. Not happy IVGID provides privileges to sync students.

Make the beaches absolutely no smoking zones. If you want to smoke go outside the gates.

Ice rink!!

The beaches are great. The golf courses are beautiful. The tennis center is just awesome. Diamond Peak could use some updating in its lifts and lodge accessibility. The Rec Ctr needs to be redone right- utilizing the expertise of people who understand the industry and our community.

The recreation center could use a major update renovation that would include a multi use area ie basket ball , preschool toddler activity space, a place dedicated to quieter activities such as yoga, Tai chi, meditation, a dedicated space in the exercise machine area for stretching, May exercises.

none

Nothing to add at this time.

None let's talk about it as a conversation with the community

Make sure to keep the fees lower for locals. The amenities are for us first, then visitors.

Winter pickleball would be amazing, whether the courts could be covered in some way, or the rec center expanded.

Trustees Dent and Schmitz need to resign as the community has spoken loud and clear.

The Crew does a wonderful Job in the Summer at the Beachs which I walk almost everyday. In the winter the Crew also does an outstanding job keeping the mountain skiable for all levels...

I don't use all of the amenities, but feel it is important to maintain all of them for the good of our community and for our property values. Do not be swayed by vocal minorities - make sure everyone is represented fairly.

Boat ramp needs to be improved

Let's finally renovate Snowflake (during my lifetime). It's a great location and could be fantastic with a "modern lodge" style of architecture.

These are lame questions. These Flash Votes are really senseless without detailed information as to their purpose for sending them out.

We need some additional winter activities. Ice skating, indoor Pickleball/ tennis. We should move forward into making Diamond Peak a year around facility.

Parking improvements and Backside expansion at DP.

Do not place a dogpark where humans are supposed to enjoy IVGID'S other amenities.

Set aside an area for RC planes and cars.

Managers of these facilities should make these decisions based on user feedback and their judgement

Stop looking for ways to spend our money and give it BACK!! It does not belong to you!

opportunities for winter recreation at golf courses, again capitol expenditures for Diamond Peak to increase revenue

Please ask Mr. Duffield to reinstate the Recreation Center grant. Grovel if need be.

Please no permanent dog park at Aspen Grove. Lots and lots of other areas - look harder by rec center, Preston, buy land, etc.

Keep the trustees out of the management of the golf courses. They don't know what they are going.

Warm pool at rec center. Expanded fitness machine area. Expanded classes. Zero need for a gymnastics dedicated gym.

Just do something - tired of talking about it.



No

very little seems to get done but lots of surveys, now you have reduced rec fees so less money because of a few aggressive citizens who bully the board. Due to micromanagement by some board members no staff stays so little will get done

The boat ramp needs to be extended and it would help to add a finger pier.

Look for ways to get beaches less crowded. Limit sale of extra passes, people are selling them, beaches are now impossible to enjoy

People have wanted an actual dog park as long as I have been here (over 11 years.) I don't even have a dog but a LOT of people here do!

Build a IVGID Park in Crystal Bay!

COME ON FOLKS IN CHARGE - MAKE THE TOUGH RIGHT DECISIONS. THESE SURVEY ARE NOT HELPFUL TO YOU OR ME.

I think that the soccer/ lacrosse community would be better served with a field built across from the High school, where they are considering a dog park. The current dog park has streams on both sides which are perfect for the dogs to cool off in the summer. A lighted soccer field, which the High school could also use ( with parking, bleachers etc) would alleviate the conflict of use issues at the current dog park, and help elevate parking issues during boat season.

Don't go overboard in spending a lot of money on amenities that are currently fine. Maintain and repair as needed but complete overhauls are not needed, with the exception of Snowflake Lodge which could use better bathrooms and and a refresh.

Do a thorough assessment of repairs needed at all venues. (When the tennis center was renovated, I don't recall hearing some courts needed major repair, but we're hearing about it now. Would it have saved time and money to do it all at once? The Rec Center seems to be having a lot of equipment issues - what all needs to be done to have it reliably operational?) Get all venues in good repair, compliant and up-to-date but not over-improved. Pickleball is the fastest-growing sport in the US and around the world. If finding a way to use the existing courts year-round would free up space at the Rec Center AND generate enough revenue to cover expenses, let's investigate. Recreation doesn't always confine itself to an IVGID venue - IVGID needs to work with the county on mobility issues. Bicycling takes place in our community on streets and paths. Problems between vehicles and bicyclists and pedestrians are growing and will increase as the use of e-bikes increases. GET INVOLVED AND SPEAK UP

Manage and staff rec facilities to maximize resident satisfaction (and not simply to minimize costs). Goal should be premium facilities at fair cost that provides superior experience for residents.

Continue to hire and train staff to provide excellent service to residents (their customers)

No improvements

Diamond Peak is looking pretty beat up...

Focus on a small core of amenities that are attractive to the 'majority' of IVGID picture passcard holders!!! STOP spending our \$\$\$ to chase, build, and then forever maintain numerous amenities for a very small minority of special interests people who soon lose interest in, and then discontinue using these amenities. Examples: Skateboard Park, Disc-Golf Park, Bicycle Park across from the Recreation Park, Bocce Ball Courts!!! These amenities are 'empty' 99% of the time, yet IVGID continues to stumble in their efforts to be a Disney Land in Tahoe with a ride for everyone...

Beaches need attention

I think overall its a great set of facilities and well managed.

extensive remodeling of the rec. center

Stop spending for a year everything is good enough

Over 20 years ago Bill Zink and the ice rink foundation was voted down for the proposed site where bocce ball now is at the rec center. I saw on a recent email that this is back in play. So much \$\$ was donated back then and non of those funds were refunded. I was one of those donors. Hopefully those funds are still sitting somewhere and will be used for the ice rink if it is does get approved FINALLY.

Given that Diamond Peak brings in so much non-resident income, and is also used heavily by residents, I believe that Snowflake Lodge should have HIGH priority in getting demolished and redone!

Staff the beaches year round.

Grade the picnic area at Burnt Cedar so the tables are not at a slant. Also improve the landscape

Yes, it would be a great improvement if Schmitz, Dent, and Turlock would resign. No offense, but they are hurting this community very badly and it is best that they do the honorable thing and respect democracy, and the will of the community. The process by which the recall votes were negated was unjust and incomprehensible.

Snowflake Lodge has huge potential, summer AND winter. Take advantage of it!

Parks are for people not for profit.

Burnt Cedar Beach Men's bathroom on the beach had a changing room which was locked every time I visited this past summer. It would be nice to have a place to change and shower available.

Are used to buy a ski pass until the race got raised last year. I had a season pass to use the twice for the convenience not worth it now.

These are the poorly worded questions

Do a better job of managing/allocating space on the racks for kayaks and paddle boards. The process last year was a complete fiasco with participants penalized for a flawed process Love the rec center. Love Burnt Cedar pool

High speed chair to replace Lakeview. DP falling behind lift upgrades seen everywhere

Diamond peak expansion

You're never going to please ever, but please don't cater to the nasty, negative loudmouths. EVERY resident's voice should be heard equally. Oh, and not the non-resident AIRBnB folks

Remove Schmitz and Dent from the board. I'd also love to see the master plan revisited with consideration for summer operations at Diamond Peak.

Recreation center is too small

Losing a \$26M gift to fund the rec center expansion and improvements was inexcusable.

Eating Venue on beach similar to Hyatt if can be done profitably

Ice skating, fire pits around the rink like Northstar has. Expand our indoor pool complex like Truckee etc. Waterslide, hot therapy pool, lazy river. Separate pool for laps and kids play. Put jogging/walking track indoor up above gym. Bigger locker room. More trails.

The Rec center is decaying! It has the ability to have a state of the area facility! Equipment needs to be upgraded! It needs to be expanded with more square footage to accommodate fitness requirements, cardio machines, stretching area and more!

Beaches

Open IVGID facilities to IVGID employees who are not Incline Village residents (find a way to make it work)

An ice-skating rink in town would be wonderful!

Snowflake lodge remodel is important as it can be an attractive event space. The bathroom remodel at ski beach was a great upgrade & would be great in other venues

Stop subsidizing golf with Diamond Peak revenues

None

I would like to see all of the nets at the tennis center left up all year round

Fire Matt and Sara and bring in Trustees that care about our community

Install a wind sock or flag that can be seen from the beach cam at the boat ramp (for paddlers)

Love music at the beach on wednesday and Friday.

Snowflake Lodge upgrades are needed due to its age but I do not support changing the original charm of the structure. Please don't make it into an austere "cafeteria" space. NO to dedicated dog park, ice skating, covered tennis!! Expansions, additions, etc should be self-sustaining operations. We cannot accommodate every interest group in town and by doing so, we assume more financial risk. There are not enough skateboarders to justify (the cost of) expanding the skate park. Many studies spanning decades has revealed that an ice skating rink will not generate revenue to support the operating costs so would have to be subsidized by ski, golf, rec fees. Likewise, a tennis "bubble" is a dead horse that has been beaten to death. For starters, a cover was explored years ago and would exceed height limits prohibited by TRPA. It won't even get past "go" and even if it did, it will just add more operating costs that exceed revenues. We should be getting our books in order, not spending

Dog park Skate park

Remove Dent and Schmitz thing will improve.

Na

We are so fortunate!!! Thank you

Keep the high quality golf facilities

Pickle ball is very popular and there is a need to improve and expand the pickle ball facilities (including expanded winter play options)

Common Sense educated board members with American values and principles. (Not Woke)... Chef style Restaurants privately owned at both beaches. Better treatment of IVGID employees. Bring back the Fireworks! Parade should be on mainstreet not back roads, very embarrassing!!! Video cameras in all recreational areas...

frugality!

Homes turning off outside lights at night time

The rumors are you don't like the Mountain Course but everyone I know here and out of state love it and you need to pay more attention to it and give it an upgrade on tables, restaurant, computer software etc.

Change the signage on Ski Beach to narrow the area for loading and unloading to allow boats to use Ski Beach BUT monitor loading/unloading so boats can't remain in the area indefinitely.

Anything can be improved, but things are generally OK the way they are.

replace some of the trash bins at the beaches

Appreciate all the IVGID employees maintaining all our facilities

It would be nice to have a Chateau type of facility at Ski Beach, for outdoor lunch and drinks. We have facilities at Diamond Peak and the golf courses and our beaches are one of our best attractions, let's step up the experience there. Plus the Hyatt doesn't seem to want us locals any more.

IVGID should spend less money and lower tax rates

Don't need to add, reduce budget would be nice!

keep the golf courses in good repair, keep the beaches clean, keep the rec center clean with good amenities

We need to offer more opportunities to our youth. Rec center classes for swim and gymnastics are perpetually waitlisted. Ice skating and organized snow play would be wonderful additions as would more rec center space for them.

Remodel Snowflake lodge. Missing out on earning money w/ events

All indoor venues must have their HVAC upgraded to (at least) minimum ASHRAE standards (cf. <https://www.ashrae.org/> ) to promote public health & well-being for employees, residents, & visitors - COVID-19 is not the only airborne, communicable pathogen to be concerned about, and our infrastructure should forestall the spread of diseases.

None at this time

The weight lifting area of the rec center gym is actually dangerous because it is so small with not enough room between machines and equipment

We live in an area with lots of places to walk your dogs, no need to waste money on a dog park.

all of our amenities are important to our community. Keep them all in good shape and accessible

When looking to buy a home in Tahoe, as soon as we were aware of the amenities offered by IV, we looked nowhere else. Our amenities enhance our community.

Do not waste money on additional Dog Park, the Dog Park, where it is now as well used and suited. Spend the money for additional ballpark for the kids in a different area.

Thanks for the survey

The boat ramp needs a floating dock to allow for safe loading and unloading of boats. The boating community has relied on the Hyatt but that is no longer an option. A pier and buoy field is necessary. Replicate the outdoor restaurant at the Hyatt for Incline Beach.

See who is actually using the kayak storage. My neighbor has 2 spots and doesn't use them.

Rope course at Diamond Peak for summer use.

no

Percentages would have been better compared to \$100. I believe there are more people that live in Incline Village that do not have kids. How many kids actually live here full time? There are already several recreational amenities for the small percentage of the population under 18. I am more concerned about fundamental infrastructure in Incline Village that benefits all home owners and how IVGID is managing Sewer garbage water etc. How many people play pickle ball? I don't play golf, we don't have kids, we are not allowed on the beaches (we live in CB) can't listen to music on the beach with our friends. We have been full-time residents since day one in August 2015. I work and volunteer in Incline Village. Sick of all of the complaining from an entitled few that don't give back to the community and don't live here full-time. If You want community input please provide actual data about how Incline Village HOMEOWNERS use specific amenities so I can make an informed decision.

Boat launch area needs to be upgraded, to include a floating dock and breakwater !

Better/safer check-in area and process for pedestrians when visiting the beaches. It's really kludgy and confusing for pedestrians and cars entering at the same place.

Eliminate two members of the IVGID BOARD

More beach passes for friends & family

pickleball enclosed courts for winter play. A better gym - the machines are so old and the space is small. I think the way they use the wipes in the gym is unsanitary and makes it hard to clean the machines, considering the health crisis we just went through they should make it easier to keep the space clean

Having a winter cover for our Pickleball courts will also help the recreation center and free up space for the gym to be used for basketball and other users.

Appreciate all you do

Usage- limit Vrbo's and hotel guests. Permanent residents are frustrated to not find parking or access

Winter pickleball is my priority

Kids should not have to play soccer on fields that are simultaneously being used as a dog park. Owners do not pick up poo - gross!

Cover for the pickleball courts will free up the inside gym for use. This makes covering the pickleball courts a better use of money than covering the tennis courts. The same amount of real estate covered for PB serves 16 people and frees the inside gym for basketball etc. Expending money to cover a tennis court only serves 4 people and no benefit to gym.

Car-free zones/recreo ciclovía

Signs at the beach pertaining to litter that eventually gets into the lake.

Don't let the board continue the erosion of benefits for residents. It why we live here

Keep the village green for dogs and use the other IVGID fields for athletics

More trails in Incline Village to avoid vehicle traffic

Dog park

I'd like to see punch card end of year balances credited to future years, preferably a 3 year minimum carry forward. Homeowners should still be responsible for paying IVGID beach fees yearly.

Restrooms at pickleball courts.

We are incredibly blessed with all of the amenities we have. After living full-time in IV for 28 years, my highest priority would be to continue to properly maintain all of our facilities. We should not have a mentality of "more more more" when we already have an embarrassment of riches. Thank you for the opportunity to provide input!

Softball field needs updating

Chateau Grill. Opened all year w better staffing

Give access to non-resident employees.

No additional amenities should be added unless they are able to generate enough income to pay for themselves.

The cardio and weight room is much too small. Counted 40 people in there last Monday night. an absolute minimum of twice the size is needed. Expand the cardio/weight room southernly over the grassy area and include hot tubs indoors and outdoors..like Truckee. And if you do this, then i think your membership will grow. and pay for the expansion costs . This is sorely needed.

Summer boat parking at Diamond peak Get the boats off the street Buy old elementary school to stop transit hub

lean on the business landlords to cleanup/update their buildings. Mays plaza especially. East & west entrances into town could also use a makeover.

Continue limiting beach access to residents and guests only.

Lower taxes

Stop with all of the "improvements" already. We live up here for a reason to be in the natural surroundings that is Tahoe without "improvements". We are overdeveloping!!

Mountain biking at DP

The more activities and trails we have, the more spread out people will be and fewer trail conflicts. Adding a few short 1m trails, both flat and hilly, will spread out some hikers but especially dog walkers. DP and the area across from the HS are off the highway and close to people. Trails starting in neighborhoods keep people from having to drive.

No

Perhaps more spaces for kayak storage at one of the beaches. Unless something is falling apart or broken or a serious hazard, I don't think we need to focus on making our amenities fancy. I'm sure I'm in the minority opinion on that. Amenities should be nice and well-maintained and should reflect the true needs of the local community rather than appealing to visitors who gain questionable access. If you moved to Incline and want fancy "big city amenities," your ideals may be misaligned. I prefer to preserve our small-town charm. Doesn't mean we can't have nice amenities, but there's nothing wrong with keeping it practical and modest. Thank you.

Update the beach house in a meaningful way. Summer activities at Diamond peak (roller coaster, interactive treetop walk, mountain biking)

These surveys are not any good. The present board has its own agenda and does not care about the people in the community.

ice skating rink would be amazing!

EXISTING trails like next to the Village Green maintenance is good but not great as several are getting overgrown. Also there are several small lots (like on Birdie Way) that could become pocket parks (Birdie Park just by adding signage and poop bags to the forest service lot - already maintained by residents)

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Matthew Dent, Chair

**SUBJECT:** Review, discuss, and potentially answer the remaining community question received at the October 11, 2023 Townhall.

**RELATED STRATEGIC PLAN INITIATIVES:** Long Range Principle #6 – Communication

**DATE:** ~~October 25, 2023~~ December 13, 2023

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**I. RECOMMENDATION**

That the Board of Trustees review, discuss, and potentially answer the remaining community questions received at the October 11, 2023 Townhall.

**II. BACKGROUND**

The District held a Townhall on October 11, 2023. During the meeting, the Board of Trustees answered questions from the audience on various matters. Given time constraints, the Board did not get through all of the questions. This item would be an opportunity to answer some or all of the remaining questions.

**III. FINANCIAL IMPACT AND BUDGET**

None.

**IV. 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.

**V. ATTACHMENTS**

1. Remaining questions

# IVGID Townhall Questions

\* The questions below were submitted on or before October 11, 2023, the night of the Townhall the questions that have a line through them were selected and addressed during the Townhall/ Forum

\*\* All questions that have been addressed at the Board of Trustees meeting of 11/25/2023 are noted.

\*Submitted via email

## 1) ~~Question for Trustee Schmitz~~

~~Trustee Schmitz, why did you propose a 100 cost recovery target for the Champ Course when many residents besides golfers use the course, especially in the off-season, for dog walking, cross country skiing, snowshoeing, sledding, and level-ground hiking; and when every property owner in IV/CB benefits in terms of maintaining their property values by having this course in our community?~~

~~GreenPlay, the inventors of the Cost Recovery Pyramid, would suggest that when a venue benefits such a wide swath of the community, and has a short operational window for revenue generation, the cost recovery target should be significantly less than 100%.~~

## 2) ~~What exactly is a general improvement district ("GID")? Not the verbiage contained in NRS 318.075 (a "body corporate and politic and a quasi-municipal corporation") which few understand but rather, what exactly is it?~~

## 3) ~~How exactly do GIDs differ from other "governmental subdivision(s) of the State of Nevada?"~~

## 4) ~~What powers do GIDs possess, and how are they limited by Dillon's Rule, if at all?~~

## 5) ~~How do those powers differ from those permissibly exercised by other general governments?~~

## 6) ~~Where does one go to get answers to these questions other than reading the NRS for him/herself?~~

## 7) ~~Is IVGID exceeding its permissible powers?~~

- 8) ~~If so, what remedies exist to address IVGID's exercise of excess permissible powers?~~
- 9) ~~What is the status of the search for the IVGID General Manager and what is the targeted date for onboarding the successful candidate? It would be helpful for the Board to periodically update the community as the process continues.~~
- 10) ~~What is the status of the preparation of the District Strategic Plan for the period of 2023/2024 through 2024/2025 and is it intended to be completed prior to the appointment of a new General Manager or subsequent to his/her onboarding?~~
- 11) ~~Has the Board defined expected revenue for each of the recreational facilities so that performance against objectives (Performance against Plan) can be evaluated? Without expected metrics, how can performance be accurately and fairly defined?~~
- 12) ~~Has the Board and its counsel evaluated how the current agenda format limits public participation by virtue of having public comment before an agenda item is raised. The current format has, for many interested parties, significantly limited public participation because reports from Board and Staff have been embargoed until the agenda topic is opened. An obvious example is the April meeting of the BOT where the report outlining golf operations and possible changes was not released to interested parties despite having it ready at the sign-in table?~~
- 13) ~~Is it true that some or any of the members of the Board of Trustees have discussed the elimination of the organized golf clubs that currently use the Incline Village golf courses? If so, why?~~
- 14) ~~Is it true that some or any of the members of the Board of Trustees or their Staff have discussed the possibility of selling any of the IVGID recreational venues to private investors or private operators? If so, why, when and in what context?~~
- 15) ~~There have been rumors regarding the closer of the Mountain Course. What are the current views of the Trustee' regarding the Mountain Course?~~
- 16) ~~I understand that there are a couple of financial audits either being conducted or contemplated based on details provided by the Acting Director of Finance regarding the state of IVGID finances.~~

~~What are the status and any interim findings of these efforts?~~



~~17)With the current turmoil created by the recall hopefully concluding, what are the next steps, and if the vote is unfortunately for recall, what are the selection process for new board members?~~

~~18)Will Washoe County charge us for the cost of the recall special election?~~

~~19)What is the status of the Recreation Center, remodel, or expansion?~~

~~20)Is the Château undergoing a process of remodel or expansion?~~

~~21)Will there be some revisiting and possibly changes to the some of the extensive changes to our all-you-can-play passes for the golf course?~~

~~Particularly the unreasonable increase in couples pass costs and very limited play on weekends for all-you-can-play passes.~~

~~22)"Given that members of the BOT, members of the Audit Committee, and the surviving IVGID finance people see no evidence of fraud, theft, embezzlement or malfeasance in IVGID's conduct, why in the world is the Board authorizing spending \$30,000 to \$150,000 for a forensic audit?"~~

~~-~~

~~I quote from investopedia.com~~

~~During a forensic audit, an auditor seeks to derive evidence that could potentially be used in court.~~

~~A forensic audit is used to uncover criminal behavior such as fraud or embezzlement.~~

~~23)There seems to be some statements made around golf club members getting special-golf play pricing that is better than Picture pass holders. I believe this is not true. Please clear this up by either supporting or denying the above statement? 11-25 meeting~~

~~24)Please state the open management positions that have not yet been filled with a full time employee. Please list the dates that each position became open. Please give us (residents) an update on the current status of applicants in process for each of these open positions.~~

~~25)What Environmental Impact study was submitted by NV Energy or conducted by IVGID prior to approving this project?~~

~~26) Since noise limitations within Incline Village are governed by TRPA Code of Ordinances Chapter 28, what noise impact report was submitted by NV Energy to IVGID?~~

~~27) Specifically, what noise levels were projected?~~

~~28) What noise monitoring equipment is currently operational to ensure that TRPA limitations are met?~~

~~29) Was IVGID provided with a Safety Risk Analysis by NV Energy? (Such a study is standard within the aviation industry in order to identify operational risks and plan mitigations)~~

~~30) What was so compelling about the Diamond Peak site that led the IVGID Trustees to discount the adverse impact on adjacent homeowners in favor of a commercial agreement in favor of NV Energy?~~

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**\*SUBMITTED AT THE TOWNHALL/ FORUM**

- 1) Trustee Noble – is your service on this Board what you thought it would be when you were elected? If yes, how so. If no, please elaborate
- 2) Trustee Tulloch – your sense of humor has been found to be offensive – what are you doing to correct this behavior?
- 3) At least 7 senior manager jobs have been vacated in a year. Why are we investigating fraud, when the apparent reason is micromanagement by Trustee Schmitz and Tulloch? The senior managers departed in 2023 were the General Manager, who chose not to have his public performance review and instead accepted a separation agreement, the Director of Finance, the Director of Public Works and the Director of Golf. It is not uncommon for senior management change when the CEO/GM level person departs.
- 4) Trustee Schmitz – is it true that you authorized the purchase of pickle-ball ball tossing machine that wasn't in the budget for this year? Trustee Schmitz has no authority to authorize any purchase. Only the board, at a public meeting, has the ability to direct staff. As the Pickleball Liaison, Trustee Schmitz updated Interim GM Bandelin about the committee's ROI analysis of the picklball machine. If anything has been authorized, it would have been at the request of Interim GM Bandelin. Given, based on the ROI analysis, the revenue from the machine rental will surpass the cost of the purchase resulting in an increase to the bottom line financials within one fiscal year.
- 5) How can Ms. Schmitz tout her fiscal responsibility when she loses a 25.9 million dollar grant, she's looking to spend half a million dollars in hiring a new GM, and

she's complaining that the recall may cost the District \$100,000.00? Resign already! There was never a \$25M grant. There was never a vote on a \$25M. The MOU dated January 2022 stated there was no financial commitment nor a commitment to complete the project. The only grant was for \$2.4 for design and preconstruction services with no commitment to complete the project. The contract had a termination clause that stated the board could "cure" any issues however the Board took no action. The details of the project can be read in the meeting minutes from October 24, 2022.

The District is not paying \$.5M to hire a new GM. At the board meeting on August 30<sup>th</sup>, the board approved a not-to-exceed budget for the GM recruitment of \$50,000.

- 6) Trustee Schmitz please tell us about your plans for the Recreation Center expansion and how you plan on putting together a funding source? This is a board decision. The first step, which is in progress, is for the board to conduct a community survey. This is needed to determine if priorities identified in the 2019 Master Plan are still the priorities of the community today. The District has over \$12M in EXCESS Community Services fund balance and could use some or part of this and/or the board could decide to bond an expansion project. The expansion would be for community priority needs such as the possibility of an additional gymnasium, expanded weight room, expanded cardio/fitness space, etc.
- 7) /why did Vice-Chair Schmitz unilaterally shut down the months of work by the Dog Park Committee and choose the Village Green for the preferred sight for the Park which was in direct conflict with a large majority of the Community? This is a board decision. At the meeting, the dog park committee was heading down the path of conducting a survey and making plans for a property the District does not own. It remains unclear if or when the US Forest Service land across from the high school will ever be transferred to the District. If the committee's goal is to build a dedicated dog park, the District shouldn't spend money and develop plans on property the District doesn't control.
- 8) Why does Vice-Chair Schmitz continue to engage in the daily operational activities at the Beaches and various other venues of the District when her job as Trustee is to provide input to the General Manager through the Board deliberative process? No Trustee has the authority to demand reports, dictate operations or interfere in the day-to-day activities of the District. No Trustee has any authority to direct anything, Trustee Schmitz regularly visits the beaches which is why she was appointed as the Beach Liaison.
- 9) In recent audit meeting, Trustee Schmitz acknowledged that board involvement in staff work was not allowed. Yet she continually does it. What is the remedy? Trustees have the authority to speak with staff. Chair Dent has explained the process in another question. Trustee Schmitz participates and many District activities such as Conversation Café, the Veterans Club, Incliners, pickleball and various programs at the Rec Center.

- 10) **Question for Sara Schmitz:** Why do you think there has been a mass exodus of senior IVGID management during the past 12 months under your tenure as a board member? [See Question #3](#)
- 11) **Question for Sara Schmitz:** You are known for “Micromanaging IVGID Staff”. Have you had the opportunity to reflect on how your actions have adversely affected IVGID staff? Do you take responsibility for your actions and how your excessive micromanagement has contributed to the lowest employee morale and the emergence of a toxic work environment for IVGID employees? [As stated by Chair Dent, the work environment is the responsibility of the senior management team. The board does not get involved with the management nor leadership of staff. If there were issues with a Trustee, the Chair and Legal Counsel would address the issue.](#)
- 12) **Question for Sara Schmitz:** You continually say that you don’t know that you had to vote yes on both initiatives regarding the David Duffield Foundation Grant. Why do you continue to deflect this? In the last Channel 4 News report it was clear that GM Winquest spoke to every trustee reiterating that the donation required unanimous support. Will you ever take responsibility for the loss of the \$26 million dollar grant? [There was never a \\$25M grant. See Question #5](#)
- 13) **Question for Sara Schmitz:** Trustee Schmitz, you alone are responsible for the loss of the \$26 million dollar grant from the Duffield Foundation. You and Trustees Dent and Tulloch spearheaded a campaign to remove GM Winquest. Which is costing the district \$250,000 to pay out his remaining contract. If we make it to a special election the cost to the district will likely be \$100,000. Have you thought about resigning to save the district the additional expense? [No. I was elected to serve and will continue to do so with integrity and transparency.](#)
- 14) How did the Board handle the complaint by staff that Trustee Schmitz had inappropriately interfered with staff handling her neighbor’s beach pass privileges?
- 15) Why Does Vice-Chair Schmitz continue to lie regarding the Duffield Foundation Grant when she, herself, admitted in hindsight, that she made a mistake when questioned by Channel 4? [See question #5.](#)
- 16) Sara, how did you come up with the girls’ only gym? Totally wrong for the Duffield Donation. [See #17](#)
- 17) Sara – Why are you claiming the Duffield Donation was for a girl’s only addition – Total fabrication of the generous offer you solely rejected? [The TRPA audio from the meeting on August 4<sup>th</sup> 2022, when the gym at 1100 Ponderosa Ranch Road was approved for long term use, the representative for the project spoke only about ‘girls’. Trustee Schmitz later obtained the detailed plans for the dedicated gymnastics room as part of the possible expansion project and discovered only women’s equipment and space contained in the plan. Trustee Schmitz inquired with Legal Counsel and learned this would have created a problem since a government can’t provide facilities for only one demographic. Equipment for men’s gymnastics is different than women’s.](#)

- 18) ~~Have you used the skate park? If so, when?~~ **11-25 meeting**
- 19) Chair Dent, please explain why you did not think it was appropriate to recuse yourself from voting for Mr. Dobler's appointment to the Capital Committee.  
[Already addressed this.](#)
- 20) Why would Board Chair Dent refer to the recall as "fun and games" when questioned by the media? There is nothing fun or gam-like when addressing a recall of 2 Trustees! [Yes, the recall effort was an attempt to undo the last election and politics is a game.](#)
- 21) **Question for Matthew Dent:** Did you know ahead of time that Trustee Schmitz was going to vote no on the design of the Duffield project? If you did, why didn't you call for a recess, speak to the GM who in turn could have spoken to Trustee Schmitz to possibly save the \$26 million dollar donation from the Duffield Foundation. [Please watch the October 2022 meeting.](#)
- 22) **Question for Matthew Dent:** When you were interviewed by Ben Margiott from Channel 4, can you tell me why you said, "It's nothing new, it's just the fun we like to have in Incline Village." Do you think it was fun when IVGID employees lost access to the beaches? Was it fun when the long term employees who must endure a toxic work environment and micromanagement? [It](#)
- 23) **Question for Matthew Dent:** What are 3 objectives that you want to accomplish when you took office, and please share what exactly you have accomplished on each of them? [When relected in 2020, I wanted to improve financial reporting, internal controls, and fund burnt cedar pool, Incline Beach House, and start the Effluent pipeline project.](#)
- 24) Trustee Dent – Where is the documentation from the Ethics Commission that you said you would submit to be included with the meeting minutes? [Allegations were dismissed and this information was provided ot the Audit Committee and reviewed during a previous meeting.](#)
- 25) ~~Trustee Dent – What is the status of your \$800,000 loan with the Doblers?~~
- 26) ~~This Board said a survey wasn't required for the dog park and now you have changed your direction and say it is. Is this going to be different from the community – wide survey OR standalone?~~ **11-25 meeting**
- 27) You have put a time certain adjournment on this agenda and did so at the last minute – why? What was your Fear? And why 8:30 p.m. when typical Board meetings go to 10 or 11 p.m. [To provide expectations to my colleuges and community in advance.](#)
- 28) ~~Are you on the District's health insurance plan? If yes, how does that work?~~ **11-25 meeting**
- 29) Your Leadership, Chairman Dent, at meetings is deplorable as you never stop degrading comments towards Staff – Why? [This was discussed a previous Board meetings and we follow legal counsels guidance on this.](#)
- 30) Trustee Schmitz – you have a rather colorful history with the Blackhawk community in Northern California – would you like to take this opportunity to enlighten us? Give us your side of the story? [Trustee Schmitz has no idea what](#)

this question pertains to. She is unaware of any 'colorful history'. She and her husband moved from Blackhawk in 2011.

- 31) Why did Chair Dent refuse to honor the request of two of his fellow Trustees to delay the first Town Hall until five of the Trustees could be present? "Meeting dates are set on Wednesdays" is not an adequate answer as set dates have been changed by this Chair several times during his tenure. This was addressed at the town hall.
- 32) Mr. Dent, do you have any respect or regard for your fellow trustees? What you have done scheduling this meeting is quite bothersome. We know this was Trustee Tonking's idea that you stole to use for your political wellbeing which is a joke. Do you think it may have been more advantageous if you waited until the entire BOT was available, not only out of respect for your co-trustees but for your community members who you've been elected to SERVE? Do you think it was wrong to form by vote a golf advisory committee without trustee Noble there? This was addressed at the town hall..
- 33) Why would Board Chair Dent allow this meeting to take place when one of the Trustees, Tonking, was unavailable and had given prior notice over a month ago? And Trustee Tonking was a staunch advocate to hold Townhalls as evidence in her campaign literature This was addressed at the town hall..
- 34) Why are you holding this forum when Trustee Tonking is out of town and this was her item? Isn't that rude and disrespectful? This was addressed at the town hall..
- 35) Is resigning even a possibility? I was appointed in 2015 when Trustee Smith Resigned and we appointed Trustee Horan when Trustee Devine resigned. So yes, Trustees can and have resigned in the past.
- 36) This question is for Sara: How can you be so disrespectful of staff that have faithfully and proudly worked for IVGID longer than you've even lived here? Trustee Schmitz is not disrespectful of staff. In fact, she has worked with staff to develop RFP's, etc. She is an active participant in many District activities and interacts with many staff as part of her recreation.
- 37) Same question for Matthew and Ray. Why are you so disrespectful of staff?
- 38) Why are you so intent on fixing a community that isn't broken?
- 39) Why do you continuously ignore most of the community members who are against what you are doing? Our cell phones and email address are on-line. When the board receives call or emails, individually we respond. It is unclear what is being ignored.
- 40) Do you thrive on power so much that you ignore how you hurt so many others? To the board's knowledge, no one has been hurt. Staff issues are for the GM and his directors to address.
- 41) ~~The Board is implementing line-by-line online financial disclosure, which will enable a small group of citizens to micromanage and question every IVGID expense, no matter how trivial. The goal of some who do this is to dismantle IVGID. How are you going to protect IVGID staff and the larger parcel — holding community from this massive interference?~~ **11-25 meeting**



- 42) Why does Vice – Chair Schmitz continue producing her biased newsletter through her 501-(c)3 Community First Foundation and solicit for folks to remove themselves from the petitions which is in direct conflict with the rules of a non-profit engaging in political activities? Trustee Schmitz, as editor of the Incline Village Crystal Bay Community 1<sup>st</sup> posts and newsletter, does not take a position on any issues, but provides information for others to read, interpret and form their own conclusions.
- 43) Why are District employees expected to take abuse, suffer slander and liable by certain community and board members without recourse while Trustees are allowed to take valuable taxpayer time and dollars to defend themselves for the same type of abuse on the record at Board meetings? **11-25 meeting**
- 44) How did public outcry over ending the employee beach policy affect the Board's thinking and future actions? It is unclear why the public appears to be making this a concern. The HR Director has not reported to the board issues stemming from staff members. It is clear the beach deed needs to be upheld to protect the assets for the property owners.
- 45) How will the public outcry over putting Dobler on the long Term Assets Board affect your practices in the future?
- 46) Micromanagement seems to be a term that this Board doesn't understand – why not? It appears that “micromanagement” must mean to members of the public as holding staff accountable to implement the policies. This is oversight. Perhaps a definition should be created.
- 47) Where does community benefits fall in Board decisions – since many of the benefits IVGID used to provide – discounts to non-profits, access to the beach for water safety purposes, access to the golf courses for the high school golf team, ect. Have all been discontinued; who changed IVGID from community based to penny-pinching money and rules based? I don't think that was in any of the Board's campaign goals. There are formal policies that clearly provide staff direction for the use of venues by non-profits. Is staff not allowing use per the policy?
- 48) Social Media is an important communication tool – do you agree or disagree, and how do you use it? Please be specific as to the platforms you are or are not on/using. **11-25 meeting**
- 49) How do you think the community will react if you have to increase the recreation fee to pay for all the capital investments that need to be made? **11-25 meeting**
- 50) Is it true that both Trustee Schmitz and legal Counsel are now reviewing every single purchase/ contract, no matter how small or menial? Is this not micromanagement? And what about the added fees being billed by legal counsel – is that reasonable? **11-25 meeting**
- 51) Why does Trustee Schmitz approve all Purchase Orders, when she is not supposed to be involved in the daily operations of IVGID? **11-25 meeting**
- 52) The Mountain Niners are currently being “punished” due to what you conceive as a political statement, when it was intended to educate our members of the threat

to golf and clubs in general. Where can we read where it says we can't inform our members about possible threats to the golf course and/ or golf groups? IT Staff and Legal Counsel, when they learned of the use of a District provided system to promote a political position, became concerned about the legal issues this created for the District. Legal Counsel and IT had no prior knowledge that the Golf Genius system had email capability. This email capability and its improper use of a government provided resource, that being to promote a political view, continues to be a legal concern. It is not legal to use government resources for the promotion of a political view. In addition, the District is responsible for providing public records upon request and the Golf Genius system doesn't provide the capability. Upon learning of this situation, IT and Legal Counsel changed the rules for its use. This is NOT a board decision, but one from Legal Counsel.

- 53) Please explain the seasoning behind your decision to temporarily suspend the ability of one of the clubs to communicate with its membership. Was this a measure and rational means of displaying your disapproval or was it punitive and vindictive? Do you feel this is a good way to gain the support of a community that seems to have lost all respect for you? See #52
- 54) How were the Golf Advisory Committee members selected by the Board of Trustees, specifically, what was the criteria of each person?
- 55) There are at least 200 woman golfers in golf clubs in Incline Village, how is it that not one woman was selected to the golf advisory board? This was addressed at the town hall, Trustee Tonking is on the golf advisory committee.
- 56) Who is protecting staff from retaliation – and how – if they signed the 2023 recall petitions, since Trustee Schmitz has the list? The petitions are available to the public. Anyone may obtain the list. Anyone may review the financial disclosures of those whom donated to the recall effort. This is all public information. There is a no-retaliation policy within the District.
- 57) It appears to the public that Trustee Schmitz has personal vendettas against certain employees – would you care to comment? There can be no 'vendettas' as this would violate policy.
- 58) Trustee Schmitz – how many times, on average, do you communicate with the Interim General Manager Bandelin? Trustee Schmitz communicates with Mr. Bandelin as needed. A few times a week, depending.
- 59) Trustee Tulloch – how many times, on average, do you communicate with the Interim General Manager Bandelin?
- 60) If the wealthy on Lakeshore Drive can invite groups as guests on their property without sacrificing their property rights, why can't IVGID invite their employees? IVGID is not a beneficiary of the beach deed. In fact, all governments are explicitly excluded per the beach deed resolutions 419 and 451 and Policy 16.1. This would be the same for Washoe County. Washoe County can't invite their employees to the beach. Any property owner may bring guests to the beach, in



compliance with Ordinance 7. It has nothing to do with anyone's address or financial status.

- 61) Why was a \$50,000 contract to give legal opinion on employee beach access signed over a month after the policy was announced to employees? And why would one legal opinion cost \$50,000? The cost was not \$50,000. The Board followed previous Boards in contracting with special counsel.
- 62) Regarding the beach deed what EXACT question was posed to special legal counsel that resulted in this new and different determination? Are IVGID or its employee beneficiaries of the beach deed? The answer was no.
- 63) What is this Board doing about replacing beach access that you took away from employees? And why did you do away with a terrific recruiting tool? The HR Director has not reported to the board any issues related to recruiting. The HR Director has also been surveying employees regarding benefits that are important to them. The board has not heard any specific requests or recommendations.
- 64) What was the intention of the Board to overturn the previous legal decision made to grant non-resident IVGID employee's beach access when it was already determined it did not violate the beach deed? There is no intention for the board to place our beaches at legal risk.
- 65) In California, businesses with high value property that is sometimes used by the public, take one day a year to close off their property to protect their private property rights. Why can't IVGID simplify the beach deed problem and do the same thing? Were any discussions of alternative methods, other than banning employees from the beaches, made? The board can not make changes to the beach deed. The deed is for the parcel owners.
- 66) Have you researched Kevin Lyons background in Governance before hiring his firm? Yes.
- 67) When the Community speaks, do you listen? Yes.
- 68) Why is Trustee Tonking's request for an investigation into the high IVGID turnover rate being ignored? This is for HR to address and I am not sure what is being ignored.
- 69) What is your knowledge of the 2018 Master Plan? Why would you need a survey regarding the community service's needs, when you already have this through the master plan? Because 2018 was a long time ago and the board should 'check in' with the community and not assume priorities from 2018 are still valid.
- 70) The Moss – Adams report recommended that the GM Job be split into 2 positions. Trustees from the 2022 GM evaluation continually mentioned that the GM had too little staff and too much to do. In 2022, only Sara Schmitz gave the GM and evaluation under 7. Coincidentally, Sara Schmitz was embarrassed because she caused the loss of the \$25 million Duffield Grant in the fall of 2022. How did we go from these facts to pushing out the GM, paying for an extra year's salary for him, paying a recruitment company \$50,000 and approving an Assistant for the GM? Why did the Board Allow Sara to retaliate against the GM

at these huge costs to IVGID community? The board has not allowed anything inappropriate to transpire.

- 71) Why is the majority of this Board willing to spend close to \$500,000 in search and hire of a new GM, who will have zero knowledge of the District, when we had a very capable and well liked GM already in the position? The contract is not-to-exceed \$50,000, not \$500,000.
- 72) We have a community member who is verbally abusing staff. The Board is aware of it, so when is this Board going to address it, or are they just going to continue to ignore it and hope it goes away? This is the responsibility of Management.
- 73) The Board had a General Business item to appoint liaisons to the venues and then without a General Business item you “fire” Trustee Tonking and appoint Trustee Schmitz – I don’t think that was legal – would you care to comment? There was nothing inappropriate or unjust or illegal about how this was handled.
- 74) Has any Trustee filed a Voter Integrity Complaint in the last 6 months? If yes, was it more than one and what was the subject matter? Trustee Schmitz is aware of none.
- 75) After the issues with the application and selection of the Capital Improvement Committee, why would the Board suggest any future committee could self-appoint and not follow the vetting process that the Board has previously approved? We suggested the CIC Chair to ask the next inline to join the committee. This follows previous Board practice with appointing Trustees or committee members
- 76) How did the Board handle the resignation of Mr. Homan from the audit committee, where he cited ethical problems and interference by Trustee Schmitz? The board is unaware of any ‘interference’.
- 77) Who decided to change 50 years of practice and not have the GM at the Board meeting with the Trustees – and when was it decided – since it was implemented before the new Board was installed and elected officers? This was addressed at the town hall.
- 78) Since in 2021 & 2022 Trustees Tulloch, Schmitz, and Dent were all either Trustees, on the Audit Committee, why suddenly in 2023, is there a big problem with the Finance Department and the concern about fraud? There has been concern for many years about improper reporting.
- 79) How was the GM protected from retaliation by Trustee Schmitz for protecting employees from her ongoing interference?
- 80) Some vocal parcel holders want to dismantle IVGID completely. Given the numerous management vacancies, continual micromanagement, and inability for staff to get things done, it seems like the Board is bringing this parcel holders wish to fruition. How do you respond to this concern?
- 81) What do you think the Public should think when Cliff Dobler boasts, “I own the Board”? No one “owns” anyone. People can make outrageous comments for which the board has no control nor responsibility for.

- 82) How did public outcry over the departure of the GM affect your actions in this event? How did you encourage him to stay? He was encouraged to stay and have his public performance review.
- 83) Why do we need a forensic audit — with a current budgeted cost of \$150,000, plus a new position for Internal Auditor — plus the regular annual audit — plus an Assistant Finance Manager — when there is no indication of any fraud — and only evidence that a new computer system, too many special projects, and too little staff have caused the current financial backlog? This is wasting at least \$150,000 which could be used to fix the Tennis Courts, provide Spanish language services to the community survey tool, or any of the many projects that could actually benefit IVGID parcel holders.
- 84) Why was Dobler, who admitted to contributing to some of the Trustees' campaigns, put on the Long Term Capital committee when his behavior on the Audit Committee the prior year caused problems within the Committee and the Staff?
- 85) Bobbie McGee, the Interim Finance Consultant, has reported that in his opinion, IVGID's financial backlog issues are connected to implementing the new Tyler system and managing too many special requests, without enough staff. How does doing a forensic audit at the cost of \$150,000 to \$1 Million fix either of these?
- 86) The Board is Responsible for providing a Safe working environment for employees – and Board members are not allowed to interfere or involve themselves with the staff – but only interact with the GM. Why is it that employees continue to complain about inappropriate behavior by parcel holders and interference by certain board members and seemingly nothing is done? It is management's responsibility to ensure policies are adhered to to protect employees.
- 87) How is this Agenda item Clear and Complete, which is required by NRS? You are in direct OML violation by continuing. The agenda was approved by general counsel.
- 88) Why doesn't the Board talk about the ongoing IVGID management vacancies – but authorizes layer after layer of audits and consultants? The board and senior staff work together to determine priorities in an open, public meeting.
- 89) While the board has not discussed venue privatization and contracting out venues, people financially supporting your campaigns have. Board decisions also seem to have been made prior to any board meeting, indicating some back-door discussions are happening. How can the public be guaranteed that privatization or contracting out venues will not be done? There are no 'back door' discussions. That would violate OML. Two Trustees may discuss, however they can not confer with a third Trustees if it pertains to any action to be taken by the board.
- 90) Why are we ignoring actual recreational needs, such as fixing the tennis courts and instead, spending so much money on audits, when there is no evidence of any problems except lack of staff? We are not ignoring recreational needs. Staff

[budgets priority projects each year, the tennis courts are on the 5 year CIP. We have a short season for construction and other projects are In front of the tennis courts currently.](#)

- 91) ~~If it is true that you want to eliminate the golf clubs please explain why. If that is not true then explain why you think keeping the golf clubs is in the community's best interest.~~
- 92) ~~Are you going to dismantle the golf clubs? If so, how and when are you going to do it?~~
- 93) ~~Do you think you are treating all of our golf clubs equally? If not, in what way or ways are they not being treated equally? And if they aren't being treated the same can you explain why?~~
- 94) ~~What is it that you have against the golf clubs?~~
- 95) ~~Do you believe this community's golf groups are a good revenue source?~~
- 96) ~~Will eliminating golf clubs that guarantee substantial revenue be a positive or negative?~~
- 97) ~~What do you, Sara, know about golf and how clubs operate?~~
- 98) ~~If the gymnastics structure were built in the future, what are the estimated costs for maintenance and upkeep? [This information wasn't provided to the board.](#)~~
- 99) ~~How can you possibly say you are transparent when you do things that are so under the rug and secretive, only disclosing after the fact? [Answered at the town hall](#)~~
- 100) ~~Why did the Board of Trustees think they had a right to infringe on the 14<sup>th</sup> Amendment of the US Constitution by questioning LLC's as a legal of title? Isn't this discrimination and way outside of the Trustees purview and jurisdiction? [They did not. It was staff and legal counsel that took a pause to review and ensure the process for card administration was in alignment with Ordinance 7.](#)~~
- 101) ~~Why do members of this Board keep inferring, through the Audit Committee, that fraud MAY have been committed with absolutely zero proof from the County or the State?~~
- 102) ~~When a Trustee is overstepping their boundaries and there are boundaries, what actions are taken to remedy the situation? [Already answered.](#)~~
- 103) ~~The volunteer dog geese patrol has been a great success. How is it that a dog member of that patrol, owned by a Board trustee, is blind, must remain on a leash, and walks the beach during non-patrol hours... while other parcel holders cannot walk their dogs on the beach?~~
- 104) ~~The Chair should ensure the Board effectively governs IVGID and that trustees work well together. How does he think this is going? [He's doing a great job through challenging times. The chair can't control other Trustees signing of a recall petition. The signing hasn't improved the working relationship between Trustees.](#)~~
- 105) ~~The Board had a General Business item to appoint the venues and then without a General Business item, you "fire" Trustee Tonking and appoint Trustee Schmitz~~

- I don't think that was legal – Would you like to comment? This change was discussed and mutually agreed upon.
- 106) Why is the Board focus always on finances – not recreational benefits? For example, the Board recently bemoaned that the beach goes only spent \$2.50... as if the goal was for Beach goes to spend \$25. Isn't the purpose to let parcel holders use the beach, not for IVGID to extract the most money it can from us. Do any of the Board members actually use the facilities – or do you just see potential profit centers everywhere? What do you think the public should think when Cliff Dobler Boasts, "I own the Board"? The board has a fiduciary responsibility to oversee the Districts finances. Your comment about \$2.50 and \$25 is unclear. The board hasn't talked about this, so it is unclear what you're referring to. No one owns anyone and we have no control over what others say.
- 107) Who decided to ignore the longstanding, pyramid policy for cost reimbursement, where pricing is based on 0, 25%, 50%, and 75% of cost based on community versus personal benefits? The practice has been that the basic \$650 annual recreation fee pays for most of the package of recreational venues, with additional charges added based on a pyramid approach. This approach is how Incline properties have been marketed and sold since the early 1970's. Who decided to flip the pricing so the individual fees are first, with the basic annual fee optional? The pyramid is not being ignored. It has been in the past, however this board is working to bring clarity as to how it is applied consistently across the venues and programs for this upcoming budget.
- 108) What is the rationale behind locking down the beaches using gates when this doesn't seem to be a problem? Isn't signage enough?
- 109) Why are you not allowing the IVGID employees access to the beaches?
- 110) Why are there no women on the Golf advisory committee? Trustee Tonking is the chair of the committee. As a board we can't discriminate based on gender and selected who the board felt had the best ability to move the District forward in a positive manner.
- 111) Why did the Board of Trustees select the Village Green as the location for a dedicated dog park without consulting the community? The GM's dog park committee selected this location given the limited locations in town.
- 112) Has any trustee, in the past 6 months, requested a formal Advisory Opinion from the Nevada Commission of Ethics?
- 113) Do you think a blind Goose Patrol Dog can be effective? If so, why?
- 114) Can you speak to your plans to address the gaps, opportunities, and recommendations outlined in the Moss Adams report?
- 115) When will board members start supporting each other?
- 116) Question for Mathew Dent: why do you allow members of the angry 8 to continually be disrespectful, assaulting, slanderous, and unprofessional? This does not represent our community in any way. Why do you allow this and is there no decorum for public comments?



- 117) It seems that in addition to making repetitive, generally negative comments at each board meeting, some parcel holders also submit endless public request documents, endless emails, make phone calls, have meetings with Board members, and finance campaign costs to push their point of view. This is happening while people who come and make statement at the public meeting seem to be ignored. How should this problem be resolved? You appear to be making many generalizations and assumptions. First, people have the right to speak at meetings. To assume some are listened to and others isn't a safe assumption. In addition, the public has rights to obtain public documents. We have a new policy that if a request consumes time, they may be charged. Anyone can contribute to a campaign and it gives them no right or ability to control anything. Making assumptions and reaching a conclusion may not be valid.
- 118) Will each question submitted at this Townhall be responded to?
- 119) Are you or someone else prescreening the submitted questions and if yes, why? No, the questions were not altered.
- 120) You have been accused of wanting to change this community into a vacation destination without regard to the model that Incline was successfully built on. Do you deny it? Have you received community support of such an action?
- 121) Was your latest training session with Governance Sciences posted? And why wasn't the public invited?
- 122) What practices from your training have you put to use?
- 123) Why do whistleblower complaints get submitted to the Audit Committee?
- 124) How do you decide what investments should be bonded versus paying cash?
- 125) Do you treat all staff members with respect?
- 126) What is an Enterprise fund? Please be as detailed as possible.
- 127) What does supporting staff look like to you?
- 128) When a Trustee is overstepping their boundaries what actions are taken to remedy the situation?
- 129) Please provide us any examples where public input has affected a board decision during 2023.
- 130) What has been done in 2023 to fix the tennis and pickle ball courts?
- 131) Why has this board refused to collect data instead of dismissing the pressing issue of staff morale?
- 132) There have been issues delineating between the boards role and what the management team's roles and responsibilities are. What do you feel this boards role should be?
- 133) Are the IVGID Bank accounts now reconciled through 09/30/2023? If not, what month are they recoiled through, and are there any outages?
- 134) The Board of Trustees is responsible for the oversight if the Districts financial reports and the systems of internal controls. When do you hold yourself accountable for the issues happening within IVGID? Internal Controls are the GM's job reponsibility.

- 135) ~~Why were there no lifeguards at the beaches in 2023? Did IVGID's insurance rates for the beaches increase?~~
- 136) ~~What Changes can you make to the whistleblower policy to ensure that IVGID employees can submit complaints without fear of retaliation?~~
- 137) ~~What makes a Trustee a good Trustee? Details please.~~
- 138) ~~You have hired a number of consultants — what has been the benefit that the community has reaped from the spending of these dollars?~~
- 139) ~~Why are so many of our Sr. Leaders departing?~~
- 140) ~~There has been discussion to allow new senior managers to work remotely in order to fill vacancies. What are the tangible costs of having remote executives? Why were no efforts made to retain existing executives? [Addressed this at the town hall.](#)~~
- 141) ~~If a staff member has a complaint about a trustee, what happens? Please be detailed. **11-25 meeting**~~

# IVGID Townhall Questions

\* The questions below were submitted on or before October 11, 2023, the night of the Townhall the questions that have a line through them were selected and addressed during the Townhall/ Forum

\*\* All questions that have been addressed at the Board of Trustees meeting of 11/25/2023 are noted.

\*Submitted via email

## 1) ~~Question for Trustee Schmitz~~

~~Trustee Schmitz, why did you propose a 100 cost recovery target for the Champ Course when many residents besides golfers use the course, especially in the off-season, for dog walking, cross country skiing, snowshoeing, sledding, and level-ground hiking; and when every property owner in IV/CB benefits in terms of maintaining their property values by having this course in our community?~~

~~GreenPlay, the inventors of the Cost Recovery Pyramid, would suggest that when a venue benefits such a wide swath of the community, and has a short operational window for revenue generation, the cost recovery target should be significantly less than 100%.~~

## 2) ~~What exactly is a general improvement district ("GID")? Not the verbiage contained in NRS 318.075 (a "body corporate and politic and a quasi-municipal corporation") which few understand but rather, what exactly is it?~~

## 3) ~~How exactly do GIDs differ from other "governmental subdivision(s) of the State of Nevada?"~~

## 4) ~~What powers do GIDs possess, and how are they limited by Dillon's Rule, if at all?~~

## 5) ~~How do those powers differ from those permissibly exercised by other general governments?~~

## 6) ~~Where does one go to get answers to these questions other than reading the NRS for him/herself?~~

## 7) ~~Is IVGID exceeding its permissible powers?~~



- 8) ~~If so, what remedies exist to address IVGID's exercise of excess permissible powers?~~
- 9) ~~What is the status of the search for the IVGID General Manager and what is the targeted date for onboarding the successful candidate? It would be helpful for the Board to periodically update the community as the process continues.~~
- 10) ~~What is the status of the preparation of the District Strategic Plan for the period of 2023/2024 through 2024/2025 and is it intended to be completed prior to the appointment of a new General Manager or subsequent to his/her onboarding?~~
- 11) ~~Has the Board defined expected revenue for each of the recreational facilities so that performance against objectives (Performance against Plan) can be evaluated? Without expected metrics, how can performance be accurately and fairly defined?~~
- 12) ~~Has the Board and its counsel evaluated how the current agenda format limits public participation by virtue of having public comment before an agenda item is raised. The current format has, for many interested parties, significantly limited public participation because reports from Board and Staff have been embargoed until the agenda topic is opened. An obvious example is the April meeting of the BOT where the report outlining golf operations and possible changes was not released to interested parties despite having it ready at the sign-in table?~~
- 13) ~~Is it true that some or any of the members of the Board of Trustees have discussed the elimination of the organized golf clubs that currently use the Incline Village golf courses? If so, why?~~
- 14) ~~Is it true that some or any of the members of the Board of Trustees or their Staff have discussed the possibility of selling any of the IVGID recreational venues to private investors or private operators? If so, why, when and in what context?~~
- 15) ~~There have been rumors regarding the closer of the Mountain Course. What are the current views of the Trustee' regarding the Mountain Course?~~
- 16) ~~I understand that there are a couple of financial audits either being conducted or contemplated based on details provided by the Acting Director of Finance regarding the state of IVGID finances.~~

~~What are the status and any interim findings of these efforts?~~

~~17)With the current turmoil created by the recall hopefully concluding, what are the next steps, and if the vote is unfortunately for recall, what are the selection process for new board members?~~

~~18)Will Washoe County charge us for the cost of the recall special election?~~

~~19)What is the status of the Recreation Center, remodel, or expansion?~~

~~20)Is the Château undergoing a process of remodel or expansion?~~

~~21)Will there be some revisiting and possibly changes to the some of the extensive changes to our all-you-can play passes for the golf course?~~

~~Particularly the unreasonable increase in couples pass costs and very limited play on weekends for all-you-can-play passes.~~

~~22)"Given that members of the BOT, members of the Audit Committee, and the surviving IVGID finance people see no evidence of fraud, theft, embezzlement or malfeasance in IVGID's conduct, why in the world is the Board authorizing spending \$30,000 to \$150,000 for a forensic audit?"~~

~~-~~

~~I quote from investopedia.com~~

~~During a forensic audit, an auditor seeks to derive evidence that could potentially be used in court.~~

~~A forensic audit is used to uncover criminal behavior such as fraud or embezzlement.~~

~~23)There seems to be some statements made around golf club members getting special-golf play pricing that is better than Picture pass holders. I believe this is not true. Please clear this up by either supporting or denying the above statement? 11-25 meeting~~

~~24)Please state the open management positions that have not yet been filled with a full time employee. Please list the dates that each position became open. Please give us (residents) an update on the current status of applicants in process for each of these open positions.~~

~~25)What Environmental Impact study was submitted by NV Energy or conducted by IVGID prior to approving this project?~~

~~26) Since noise limitations within Incline Village are governed by TRPA Code of Ordinances Chapter 28, what noise impact report was submitted by NV Energy to IVGID?~~

~~27) Specifically, what noise levels were projected?~~

~~28) What noise monitoring equipment is currently operational to ensure that TRPA limitations are met?~~

~~29) Was IVGID provided with a Safety Risk Analysis by NV Energy? (Such a study is standard within the aviation industry in order to identify operational risks and plan mitigations)~~

~~30) What was so compelling about the Diamond Peak site that led the IVGID Trustees to discount the adverse impact on adjacent homeowners in favor of a commercial agreement in favor of NV Energy?~~

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**\*SUBMITTED AT THE TOWNHALL/ FORUM**

- 1) Trustee Noble – is your service on this Board what you thought it would be when you were elected? If yes, how so. If no, please elaborate
- 2) Trustee Tulloch – your sense of humor has been found to be offensive – what are you doing to correct this behavior?
- 3) At least 7 senior manager jobs have been vacated in a year. Why are we investigating fraud, when the apparent reason is micromanagement by Trustee Schmitz and Tulloch? The senior managers departed in 2023 were the General Manager, who chose not to have his public performance review and instead accepted a separation agreement, the Director of Finance, the Director of Public Works and the Director of Golf. It is not uncommon for senior management change when the CEO/GM level person departs.
- 4) Trustee Schmitz – is it true that you authorized the purchase of pickle-ball ball tossing machine that wasn't in the budget for this year? Trustee Schmitz has no authority to authorize any purchase. Only the board, at a public meeting, has the ability to direct staff. As the Pickleball Liaison, Trustee Schmitz updated Interim GM Bandelin about the committee's ROI analysis of the picklball machine. If anything has been authorized, it would have been at the request of Interim GM Bandelin. Given, based on the ROI analysis, the revenue from the machine rental will surpass the cost of the purchase resulting in an increase to the bottom line financials within one fiscal year.
- 5) How can Ms. Schmitz tout her fiscal responsibility when she loses a 25.9 million dollar grant, she's looking to spend half a million dollars in hiring a new GM, and

she's complaining that the recall may cost the District \$100,000.00? Resign already! There was never a \$25M grant. There was never a vote on a \$25M. The MOU dated January 2022 stated there was no financial commitment nor a commitment to complete the project. The only grant was for \$2.4 for design and preconstruction services with no commitment to complete the project. The contract had a termination clause that stated the board could "cure" any issues however the Board took no action. The details of the project can be read in the meeting minutes from October 24, 2022.

The District is not paying \$.5M to hire a new GM. At the board meeting on August 30<sup>th</sup>, the board approved a not-to-exceed budget for the GM recruitment of \$50,000.

- 6) Trustee Schmitz please tell us about your plans for the Recreation Center expansion and how you plan on putting together a funding source? This is a board decision. The first step, which is in progress, is for the board to conduct a community survey. This is needed to determine if priorities identified in the 2019 Master Plan are still the priorities of the community today. The District has over \$12M in EXCESS Community Services fund balance and could use some or part of this and/or the board could decide to bond an expansion project. The expansion would be for community priority needs such as the possibility of an additional gymnasium, expanded weight room, expanded cardio/fitness space, etc.
- 7) /whyWhy did Vice-Chair Schmitz unilaterally shut down the months of work by the Dog Park Committee and choose the Village Green for the preferred sight for the Park which was in direct conflict with a large majority of the Community? This is a board decision. At the meeting, the dog park committee was heading down the path of conducting a survey and making plans for a property the District does not own. It remains unclear if or when the US Forest Service land across from the high school will ever be transferred to the District. If the committee's goal is to build a dedicated dog park, the District shouldn't spend money and develop plans on property the District doesn't control.
- 8) Why does Vice-Chair Schmitz continue to engage in the daily operational activities at the Beaches and various other venues of the District when her job as Trustee is to provide input to the General Manager through the Board deliberative process? No Trustee has the authority to demand reports, dictate operations or interfere in the day-to-day activities of the District. No Trustee has any authority to direct anything, Trustee Schmitz regularly visits the beaches which is why she was appointed as the Beach Liaison.
- 9) In recent audit meeting, Trustee Schmitz acknowledged that board involvement in staff work was not allowed. Yet she continually does it. What is the remedy? Trustees have the authority to speak with staff. Chair Dent has explained the process in another question. Trustee Schmitz participates and many District activities such as Conversation Café, the Veterans Club, Incliners, pickleball and various programs at the Rec Center.

- 10) **Question for Sara Schmitz:** Why do you think there has been a mass exodus of senior IVGID management during the past 12 months under your tenure as a board member? [See Question #3](#)
- 11) **Question for Sara Schmitz:** You are known for “Micromanaging IVGID Staff”. Have you had the opportunity to reflect on how your actions have adversely affected IVGID staff? Do you take responsibility for your actions and how your excessive micromanagement has contributed to the lowest employee morale and the emergence of a toxic work environment for IVGID employees? [As stated by Chair Dent, the work environment is the responsibility of the senior management team. The board does not get involved with the management nor leadership of staff. If there were issues with a Trustee, the Chair and Legal Counsel would address the issue.](#)
- 12) **Question for Sara Schmitz:** You continually say that you don’t know that you had to vote yes on both initiatives regarding the David Duffield Foundation Grant. Why do you continue to deflect this? In the last Channel 4 News report it was clear that GM Winquest spoke to every trustee reiterating that the donation required unanimous support. Will you ever take responsibility for the loss of the \$26 million dollar grant? [There was never a \\$25M grant. See Question #5](#)
- 13) **Question for Sara Schmitz:** Trustee Schmitz, you alone are responsible for the loss of the \$26 million dollar grant from the Duffield Foundation. You and Trustees Dent and Tulloch spearheaded a campaign to remove GM Winquest. Which is costing the district \$250,000 to pay out his remaining contract. If we make it to a special election the cost to the district will likely be \$100,000. Have you thought about resigning to save the district the additional expense? [No. I was elected to serve and will continue to do so with integrity and transparency.](#)
- 14) How did the Board handle the complaint by staff that Trustee Schmitz had inappropriately interfered with staff handling her neighbor’s beach pass privileges?
- 15) Why Does Vice-Chair Schmitz continue to lie regarding the Duffield Foundation Grant when she, herself, admitted in hindsight, that she made a mistake when questioned by Channel 4? [See question #5.](#)
- 16) Sara, how did you come up with the girls’ only gym? Totally wrong for the Duffield Donation. [See #17](#)
- 17) Sara – Why are you claiming the Duffield Donation was for a girl’s only addition – Total fabrication of the generous offer you solely rejected? [The TRPA audio from the meeting on August 4<sup>th</sup> 2022, when the gym at 1100 Ponderosa Ranch Road was approved for long term use, the representative for the project spoke only about ‘girls’. Trustee Schmitz later obtained the detailed plans for the dedicated gymnastics room as part of the possible expansion project and discovered only women’s equipment and space contained in the plan. Trustee Schmitz inquired with Legal Counsel and both were concerned about a District amenity for a specific gender.](#)
- 18) Have you used the skate park? If so, when? [11-25 meeting](#)

- 19) Chair Dent, please explain why you did not think it was appropriate to recuse yourself from voting for Mr. Dobler's appointment to the Capital Committee.
- 20) Why would Board Chair Dent refer to the recall as "fun and games" when questioned by the media? There is nothing fun or gam-like when addressing a recall of 2 Trustees!
- 21) **Question for Matthew Dent:** Did you know ahead of time that Trustee Schmitz was going to vote no on the design of the Duffield project? If you did, why didn't you call for a recess, speak to the GM who in turn could have spoken to Trustee Schmitz to possibly save the \$26 million dollar donation from the Duffield Foundation.
- 22) **Question for Matthew Dent:** When you were interviewed by Ben Margiott from Channel 4, can you tell me why you said, "It's nothing new, it's just the fun we like to have in Incline Village." Do you think it was fun when IVGID employees lost access to the beaches? Was it fun when the long term employees who must endure a toxic work environment and micromanagement?
- 23) **Question for Matthew Dent:** What are 3 objectives that you want to accomplish when you took office, and please share what exactly you have accomplished on each of them?
- 24) Trustee Dent – Where is the documentation from the Ethics Commission that you said you would submit to be included with the meeting minutes?
- 25) Trustee Dent – What is the status of your \$800,000 loan with the Doblars?
- 26) ~~This Board said a survey wasn't required for the dog park and now you have changed your direction and say it is. Is this going to be different from the community-wide survey OR standalone?~~ **11-25 meeting**
- 27) You have put a time certain adjournment on this agenda and did so at the last minute – why? What was your Fear? And why 8:30 p.m. when typical Board meetings go to 10 or 11 p.m.
- 28) ~~Are you on the District's health insurance plan? If yes, how does that work?~~ **11-25 meeting**
- 29) Your Leadership, Chairman Dent, at meetings is deplorable as you never stop degrading comments towards Staff – Why?
- 30) Trustee Schmitz – you have a rather colorful history with the Blackhawk community in Northern California – would you like to take this opportunity to enlighten us? Give us your side of the story? Trustee Schmitz has no idea what this question pertains to. She is unaware of any 'colorful history'. She and her husband moved from Blackhawk in 2011.
- 31) Why did Chair Dent refuse to honor the request of two of his fellow Trustees to delay the first Town Hall until five of the Trustees could be present? "Meeting dates are set on Wednesdays" is not an adequate answer as set dates have been changed by this Chair several times during his tenure.
- 32) Mr. Dent, do you have any respect or regard for your fellow trustees? What you have done scheduling this meeting is quite bothersome. We know this was Trustee Tonking's idea that you stole to use for your political wellbeing which is a

- joke. Do you think it may have been more advantageous if you waited until the entire BOT was available, not only out of respect for your co-trustees but for your community members who you've been elected to SERVE? Do you think it was wrong to form by vote a golf advisory committee without trustee Noble there?
- 33) Why would Board Chair Dent allow this meeting to take place when one of the Trustees, Tonking, was unavailable and had given prior notice over a month ago? And Trustee Tonking was a staunch advocate to hold Townhalls as evidence in her campaign literature.
- 34) Why are you holding this forum when Trustee Tonking is out of town and this was her item? Isn't that rude and disrespectful?
- 35) Is resigning even a possibility?
- 36) This question is for Sara: How can you be so disrespectful of staff that have faithfully and proudly worked for IVGID longer than you've even lived here?  
Trustee Schmitz is not disrespectful of staff. In fact, she has worked with staff to develop RFP's, etc. She is an active participant in many District activities and interacts with many staff as part of her recreation.
- 37) Same question for Matthew and Ray. Why are you so disrespectful of staff?
- 38) Why are you so intent on fixing a community that isn't broken?
- 39) Why do you continuously ignore most of the community members who are against what you are doing? Our cell phones and email address are on-line. When the board receives call or emails, individually we respond. It is unclear what is being ignored.
- 40) Do you thrive on power so much that you ignore how you hurt so many others?  
To the board's knowledge, no one has been hurt. Staff issues are for the GM and his directors to address.
- 41) ~~The Board is implementing line-by-line online financial disclosure, which will enable a small group of citizens to micromanage and question every IVGID expense, no matter how trivial. The goal of some who do this is to dismantle IVGID. How are you going to protect IVGID staff and the larger parcel — holding community from this massive interference?~~ **11-25 meeting**
- 42) Why does Vice – Chair Schmitz continue producing her biased newsletter through her 501-(c)3 Community First Foundation and solicit for folks to remove themselves from the petitions which is in direct conflict with the rules of a non-profit engaging in political activities? Trustee Schmitz, as editor of the Incline Village Crystal Bay Community 1<sup>st</sup> posts and newsletter, does not take a position on any issues, but provides information for others to read, interpret and form their own conclusions.
- 43) ~~Why are District employees expected to take abuse, suffer slander and liable by certain community and board members without recourse while Trustees are allowed to take valuable taxpayer time and dollars to defend themselves for the same type of abuse on the record at Board meetings?~~ **11-25 meeting**
- 44) How did public outcry over ending the employee beach policy affect the Board's thinking and future actions? It is unclear why the public appears to be making this



a concern. The HR Director has not reported to the board issues stemming from staff members. It is clear the beach deed needs to be upheld to protect the assets for the property owners.

- 45) How will the public outcry over putting Dobler on the long Term Assets Board affect your practices in the future?
- 46) Micromanagement seems to be a term that this Board doesn't understand – why not? It appears that “micromanagement” must mean to members of the public as holding staff accountable to implement the policies. This is oversight. Perhaps a definition should be created.
- 47) Where does community benefits fall in Board decisions – since many of the benefits IVGID used to provide – discounts to non-profits, access to the beach for water safety purposes, access to the golf courses for the high school golf team, ect. Have all been discontinued; who changed IVGID from community based to penny-pinching money and rules based? I don't think that was in any of the Board's campaign goals. There are formal policies that clearly provide staff direction for the use of venues by non-profits. Is staff not allowing use per the policy?
- 48) ~~Social Media is an important communication tool – do you agree or disagree, and how do you use it? Please be specific as to the platforms you are or are not on/ using.~~ **11-25 meeting**
- 49) ~~How do you think the community will react if you have to increase the recreation fee to pay for all the capital investments that need to be made?~~ **11-25 meeting**
- 50) ~~Is it true that both Trustee Schmitz and legal Counsel are now reviewing every single purchase/ contract, no matter how small or menial? Is this not micromanagement? And what about the added fees being billed by legal counsel – is that reasonable?~~ **11-25 meeting**
- 51) ~~Why does Trustee Schmitz approve all Purchase Orders, when she is not supposed to be involved in the daily operations of IVGID?~~ **11-25 meeting**
- 52) The Mountain Niners are currently being “punished” due to what you conceive as a political statement, when it was intended to educate our members of the threat to golf and clubs in general. Where can we read where it says we can't inform our members about possible threats to the golf course and/ or golf groups?
- 53) Please explain the seasoning behind your decision to temporarily suspend the ability of one of the clubs to communicate with its membership. Was this a measure and rational means of displaying your disapproval or was it punitive and vindictive? Do you feel this is a good way to gain the support of a community that seems to have lost all respect for you?
- 54) How were the Golf Advisory Committee members selected by the Board of Trustees, specifically, what was the criteria of each person?
- 55) There are at least 200 woman golfers in golf clubs in Incline Village, how is it that not one woman was selected to the golf advisory board?
- 56) Who is protecting staff from retaliation – and how – if they signed the 2023 recall petitions, since Trustee Schmitz has the list? The petitions are available to the



public. Anyone may obtain the list. Anyone may review the financial disclosures of those whom donated to the recall effort. This is all public information. There is a no-retaliation policy within the District.

- 57) It appears to the public that Trustee Schmitz has personal vendettas against certain employees – would you care to comment? There can be no ‘vendettas’ as this would violate policy.
- 58) Trustee Schmitz – how many times, on average, do you communicate with the Interim General Manager Bandelin? Trustee Schmitz communicates with Mr. Bandelin as needed. A few times a week, depending.
- 59) Trustee Tulloch – how many times, on average, do you communicate with the Interim General Manager Bandelin?
- 60) If the wealthy on Lakeshore Drive can invite groups as guests on their property without sacrificing their property rights, why can't IVGID invite their employees? Please see the letter from Special Legal Counsel at: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.2. - Reports - Letter from Thorndal Armstrong re Beach Access.pdf>. IVGID is not a beneficiary of the beach deed. In fact, all governments are explicitly excluded per the beach deed resolutions 419 and 451 and Policy 16.1. This would be the same for Washoe County. Washoe County can't invite their employees to the beach. Any property owner may bring guests to the beach, in compliance with Ordinance 7. It has nothing to do with anyone's address or financial status.
- 61) Why was a \$50,000 contract to give legal opinion on employee beach access signed over a month after the policy was announced to employees? And why would one legal opinion cost \$50,000?
- 62) Regarding the beach deed what EXACT question was posed to special legal counsel that resulted in this new and different determination? Please see the letter from Special Legal Counsel at: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.2. - Reports - Letter from Thorndal Armstrong re Beach Access.pdf>
- 63) What is this Board doing about replacing beach access that you took away from employees? And why did you do away with a terrific recruiting tool? The HR Director has not reported to the board any issues related to recruiting. The HR Director has also been surveying employees regarding benefits that are important to them. The board has not heard any specific requests or recommendations.
- 64) What was the intention of the Board to overturn the previous legal decision made to grant non-resident IVGID employee's beach access when it was already determined it did not violate the beach deed? Please see the letter from Special Legal Counsel at: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.2. - Reports - Letter from Thorndal Armstrong re Beach Access.pdf>
- 65) In California, businesses with high value property that is sometimes used by the public, take one day a year to close off their property to protect their private property rights. Why can't IVGID simplify the beach deed problem and do the

same thing? Were any discussions of alternative methods, other than banning employees from the beaches, made? The board can not make changes to the beach deed. The deed is for the parcel owners.

- 66) Have you researched Kevin Lyons background in Governance before hiring his firm?
- 67) When the Community speaks, do you listen?
- 68) Why is Trustee Tonking's request for an investigation into the high IVGID turnover rate being ignored?
- 69) What is your knowledge of the 2018 Master Plan? Why would you need a survey regarding the community service's needs, when you already have this through the master plan? Because 2018 was a long time ago and the board should 'check in' with the community and not assume priorities from 2018 are still valid.
- 70) The Moss – Adams report recommended that the GM Job be split into 2 positions. Trustees from the 2022 GM evaluation continually mentioned that the GM had too little staff and too much to do. In 2022, only Sara Schmitz gave the GM and evaluation under 7. Coincidentally, Sara Schmitz was embarrassed because she caused the loss of the \$25 million Duffield Grant in the fall of 2022. How did we go from these facts to pushing out the GM, paying for an extra year's salary for him, paying a recruitment company \$50,000 and approving an Assistant for the GM? Why did the Board Allow Sara to retaliate against the GM at these huge costs to IVGID community? The board has not allowed anything inappropriate to transpire.
- 71) Why is the majority of this Board willing to spend close to \$500,000 in search and hire of a new GM, who will have zero knowledge of the District, when we had a very capable and well liked GM already in the position? The contract is not-to-exceed \$50,000, not \$500,000.
- 72) We have a community member who is verbally abusing staff. The Board is aware of it, so when is this Board going to address it, or are they just going to continue to ignore it and hope it goes away? This is the responsibility of Management.
- 73) The Board had a General Business item to appoint liaisons to the venues and then without a General Business item you "fire" Trustee Tonking and appoint Trustee Schmitz – I don't think that was legal – would you care to comment? There was nothing inappropriate or unjust or illegal about how this was handled.
- 74) Has any Trustee filed a Voter Integrity Complaint in the last 6 months? If yes, was it more than one and what was the subject matter? Trustee Schmitz is aware of none.
- 75) After the issues with the application and selection of the Capital Improvement Committee, why would the Board suggest any future committee could self-appoint and not follow the vetting process that the Board has previously approved?
- 76) How did the Board handle the resignation of Mr. Homan from the audit committee, where he cited ethical problems and interference by Trustee Schmitz? The board is unaware of any 'interference'.

- 77) Who decided to change 50 years of practice and not have the GM at the Board meeting with the Trustees – and when was it decided – since it was implemented before the new Board was installed and elected officers?
- 78) Since in 2021 & 2022 Trustees Tulloch, Schmitz, and Dent were all either Trustees, on the Audit Committee, why suddenly in 2023, is there a big problem with the Finance Department and the concern about fraud?
- 79) How was the GM protected from retaliation by Trustee Schmitz for protecting employees from her ongoing interference?
- 80) Some vocal parcel holders want to dismantle IVGID completely. Given the numerous management vacancies, continual micromanagement, and inability for staff to get things done, it seems like the Board is bringing this parcel holders wish to fruition. How do you respond to this concern?
- 81) What do you think the Public should think when Cliff Dobler boasts, “I own the Board”? No one “owns” anyone. People can make outrageous comments for which the board has no control nor responsibility for.
- 82) How did public outcry over the departure of the GM affect your actions in this event? How did you encourage him to stay? He was encouraged to stay and have his public performance review.
- 83) ~~Why do we need a forensic audit – with a current budgeted cost of \$150,000, plus a new position for Internal Auditor – plus the regular annual audit – plus an Assistant Finance Manager – when there is no indication of any fraud – and only evidence that a new computer system, too many special projects, and too little staff have caused the current financial backlog? This is wasting at least \$150,000 which could be used to fix the Tennis Courts, provide Spanish language services to the community survey tool, or any of the many projects that could actually benefit IVGID parcel holders.~~
- 84) Why was Dobler, who admitted to contributing to some of the Trustees’ campaigns, put on the Long Term Capital committee when his behavior on the Audit Committee the prior year caused problems within the Committee and the Staff?
- 85) ~~Bobbie McGee, the Interim Finance Consultant, has reported that in his opinion, IVGID’s financial backlog issues are connected to implementing the new Tyler system and managing too many special requests, without enough staff. How does doing a forensic audit at the cost of \$150,000 to \$1 Million fix either of these?~~
- 86) The Board is Responsible for providing a Safe working environment for employees – and Board members are not allowed to interfere or involve themselves with the staff – but only interact with the GM. Why is it that employees continue to complain about inappropriate behavior by parcel holders and interference by certain board members and seemingly nothing is done? It is management’s responsibility to ensure policies are adhered to to protect employees.

- 87) How is this Agenda item Clear and Complete, which is required by NRS? You are in direct OML violation by continuing.
- 88) Why doesn't the Board talk about the ongoing IVGID management vacancies – but authorizes layer after layer of audits and consultants? The board and senior staff work together to determine priorities in an open, public meeting.
- 89) While the board has not discussed venue privatization and contracting out venues, people financially supporting your campaigns have. Board decisions also seem to have been made prior to any board meeting, indicating some back-door discussions are happening. How can the public be guaranteed that privatization or contracting out venues will not be done? There are no 'back door' discussions. That would violate OML. Two Trustees may discuss, however they can not confer with a third Trustees if it pertains to any action to be taken by the board.
- 90) Why are we ignoring actual recreational needs, such as fixing the tennis courts and instead, spending so much money on audits, when there is no evidence of any problems except lack of staff?
- 91) ~~If it is true that you want to eliminate the golf clubs please explain why. If that is not true then explain why you think keeping the golf clubs is in the community's best interest.~~
- 92) ~~Are you going to dismantle the golf clubs? If so, how and when are you going to do it?~~
- 93) ~~Do you think you are treating all of our golf clubs equally? If not, in what way or ways are they not being treated equally? And if they aren't being treated the same can you explain why?~~
- 94) ~~What is it that you have against the golf clubs?~~
- 95) ~~Do you believe this community's golf groups are a good revenue source?~~
- 96) ~~Will eliminating golf clubs that guarantee substantial revenue be a positive or negative?~~
- 97) ~~What do you, Sara, know about golf and how clubs operate?~~
- 98) If the gymnastics structure were built in the future, what are the estimated costs for maintenance and upkeep? This information wasn't provided to the board.
- 99) How can you possibly say you are transparent when you do things that are so under the rug and secretive, only disclosing after the fact?
- 100) Why did the Board of Trustees think they had a right to infringe on the 14<sup>th</sup> Amendment of the US Constitution by questioning LLC's as a legal of title? Isn't this discrimination and way outside of the Trustees purview and jurisdiction? They did not. It was staff and legal counsel that took a pause to review and ensure the process for card administration was in alignment with Ordinance 7.
- 101) ~~Why do members of this Board keep inferring, through the Audit Committee, that fraud MAY have been committed with absolutely zero proof from the County or the State?~~
- 102) When a Trustee is overstepping their boundaries and there are boundaries, what actions are taken to remedy the situation? Already answered.

- 103) The volunteer dog geese patrol has been a great success. How is it that a dog member of that patrol, owned by a Board trustee, is blind, must remain on a leash, and walks the beach during non-patrol hours... while other parcel holders cannot walk their dogs on the beach?
- 104) The Chair should ensure the Board effectively governs IVGID and that trustees work well together. How does he think this is going? He's doing a great job through challenging times. The chair can't control other Trustees signing of a recall petition. The signing hasn't improved the working relationship between Trustees.
- 105) The Board had a General Business item to appoint the venues and then without a General Business item, you "fire" Trustee Tonking and appoint Trustee Schmitz – I don't think that was legal – Would you like to comment? This change was discussed and mutually agreed upon.
- 106) Why is the Board focus always on finances – not recreational benefits? For example, the Board recently bemoaned that the beach goes only spent \$2.50... as if the goal was for Beach goes to spend \$25. Isn't the purpose to let parcel holders use the beach, not for IVGID to extract the most money it can from us. Do any of the Board members actually use the facilities – or do you just see potential profit centers everywhere? What do you think the public should think when Cliff Dobler Boasts, "I own the Board"? The board has a fiduciary responsibility to oversee the Districts finances. Your comment about \$2.50 and \$25 is unclear. The board hasn't talked about this, so it is unclear what you're referring to. No one owns anyone and we have no control over what others say.
- 107) Who decided to ignore the longstanding, pyramid policy for cost reimbursement, where pricing is based on 0, 25%, 50%, and 75% of cost based on community versus personal benefits? The practice has been that the basic \$650 annual recreation fee pays for most of the package of recreational venues, with additional charges added based on a pyramid approach. This approach is how Incline properties have been marketed and sold since the early 1970's. Who decided to flip the pricing so the individual fees are first, with the basic annual fee optional? The pyramid is not being ignored. It has been in the past, however this board is working to bring clarity as to how it is applied consistently across the venues and programs for this upcoming budget.
- 108) ~~What is the rationale behind locking down the beaches using gates when this doesn't seem to be a problem? Isn't signage enough?~~
- 109) ~~Why are you not allowing the IVGID employees access to the beaches?~~
- 110) Why are there no women on the Golf advisory committee? Trustee Tonking is the chair of the committee. As a board we can't discriminate based on gender and selected who the board felt had the best ability to move the District forward in a positive manner.
- 111) Why did the Board of Trustees select the Village Green as the location for a dedicated dog park without consulting the community?



- 112) Has any trustee, in the past 6 months, requested a formal Advisory Opinion from the Nevada Commission of Ethics?
- 113) Do you think a blind Goose Patrol Dog can be effective? If so, why?
- 114) Can you speak to your plans to address the gaps, opportunities, and recommendations outlined in the Moss Adams report?
- 115) When will board members start supporting each other?
- 116) Question for Mathew Dent: why do you allow members of the angry 8 to continually be disrespectful, assaulting, slanderous, and unprofessional? This does not represent our community in any way. Why do you allow this and is there no decorum for public comments?
- 117) It seems that in addition to making repetitive, generally negative comments at each board meeting, some parcel holders also submit endless public request documents, endless emails, make phone calls, have meetings with Board members, and finance campaign costs to push their point of view. This is happening while people who come and make statement at the public meeting seem to be ignored. How should this problem be resolved? You appear to be making many generalizations and assumptions. First, people have the right to speak at meetings. To assume some are listened to and others isn't a safe assumption. In addition, the public has rights to obtain public documents. We have a new policy that if a request consumes time, they may be charged. Anyone can contribute to a campaign and it gives them no right or ability to control anything. Making assumptions and reaching a conclusion may not be valid.
- 118) Will each question submitted at this Townhall be responded to?
- 119) Are you or someone else prescreening the submitted questions and if yes, why?
- 120) You have been accused of wanting to change this community into a vacation destination without regard to the model that Incline was successfully built on. Do you deny it? Have you received community support of such an action?
- 121) Was your latest training session with Governance Sciences posted? And why wasn't the public invited?
- 122) What practices from your training have you put to use?
- 123) Why do whistleblower complaints get submitted to the Audit Committee?
- 124) How do you decide what investments should be bonded versus paying cash?
- 125) Do you treat all staff members with respect?
- 126) What is an Enterprise fund? Please be as detailed as possible.
- 127) What does supporting staff look like to you?
- 128) When a Trustee is overstepping their boundaries what actions are taken to remedy the situation?
- 129) Please provide us any examples where public input has affected a board decision during 2023.
- 130) What has been done in 2023 to fix the tennis and pickle-ball courts?
- 131) Why has this board refused to collect data instead of dismissing the pressing issue of staff morale?

- ~~132) There have been issues delineating between the boards role and what the management team's roles and responsibilities are. What do you feel this boards role should be?~~
- ~~133) Are the IVGID Bank accounts now reconciled through 09/30/2023? If not, what month are they recoiled through, and are there any outages?~~
- ~~134) The Board of Trustees is responsible for the oversight if the Districts financial reports and the systems of internal controls. When do you hold yourself accountable for the issues happening within IVGID?~~
- ~~135) Why were there no lifeguards at the beaches in 2023? Did IVGID's insurance rates for the beaches increase?~~
- ~~136) What Changes can you make to the whistleblower policy to ensure that IVGID employees can submit complaints without fear of retaliation?~~
- ~~137) What makes a Trustee a good Trustee? Details please.~~
- ~~138) You have hired a number of consultants – shat has been the benefit that the community has reaped from the spending of these dollars?~~
- ~~139) Why are so many of our Sr. Leaders departing?~~
- ~~140) There has been discussion to allow new senior managers to work remotely in order to fill vacancies. What are the tangible costs of having remote executives? Why were no efforts made to retain existing executives?~~
- ~~141) If a staff member has a complaint about a trustee, what happens? Please be detailed. 11-25 meeting~~

## IVGID Townhall Questions

- 1) Sara, how did you come up with the girls' only gym? Totally wrong for the Duffield Donation.

TT – I wanted to address this – there was no conversation with the Duffield's that this would be used for women only. Also, children's gymnastics between boys and girls are very similar. There would only need to be the addition of rings.

- 2) How did public outcry over ending the employee beach policy affect the Board's thinking and future actions?

TT- I believe the board must do a better job of including the community and making sure they understand board decisions and how the board gets there. That means some decisions may take more time than others to ensure the community is aware. Also, for me, we in general need to do a better job of creating an environment where employees want to be and make sure we are explaining our rationale and decisions. Culture and environment come from the top.

- 3) Where does community benefits fall in Board decisions – since many of the benefits IVGID used to provide – discounts to non-profits, access to the beach for water safety purposes, access to the golf courses for the high school golf team, ect. Have all been discontinued; who changed IVGID from community based to penny-pinching money and rules based? I don't think that was in any of the Board's campaign goals.

- I believe that the IVGID board should be making decisions that best address the needs and success of the community. The community and community support are vital for IVGID's existence and success.

- 4) How were the Golf Advisory Committee members selected by the Board of Trustees, specifically, what was the criteria of each person?

TT- The application requirement was placed in the newspaper. Each board member read resumes and cover letters and made the decision on who their top candidates are. The board was then asked to vote on their top candidates. When I selected my top list, I was very much looking to get a variety of view points to enable a good conversations and debate. I wanted people both on and not on golf clubs, experience with both mountain and championship course, and operation and financial skills.

- 5) There are at least 200 woman golfers in golf clubs in Incline Village, how is it that not one woman was selected to the golf advisory board?

This is and was a huge concern of mine.



6) Who is protecting staff from retaliation – and how – if they signed the 2023 recall petitions, since Trustee Schmitz has the list?

TT- retaliation is unethical and illegal. I hope if employees ever feel they are being treated this way it is reported to HR, Legal, GM, and/or audit committee. Wherever, the staff member feels the most comfortable.

7) Why was a \$50,000 contract to give legal opinion on employee beach access signed over a month after the policy was announced to employees? And why would one legal opinion cost \$50,000?

TT- the legal firm was hired to assist in advising on various issues in regards to ordinance 7.

8) Regarding the beach deed what EXACT question was posed to special legal counsel that resulted in this new and different determination?

TT- Legal needs to address this

9) What is this Board doing about replacing beach access that you took away from employees? And why did you do away with a terrific recruiting tool?

TT- the board was presented with what I believe were a lot of great ideas from the HR Director. The board, however, gave instruction at the time to not move forward with the additional benefits given the benefit package already offered. I personally believe the board needs to reassess employee benefits due to the number of openings the district has and to stay competitive in this climate.

10) Have you researched Kevin Lyons background in Governance before hiring his firm?

TT – yes

11) When the Community speaks, do you listen?

TT- yes

12) Why is Trustee Tonking's request for an investigation into the high IVGID turnover rate being ignored?

TT – I will make sure this ends up on long range

13) What is your knowledge of the 2018 Master Plan? Why would you need a survey regarding the community service's needs, when you already have this through the master plan?

TT- there has been a lot of change in our community since the 2018 Master Plan. I think it will be beneficial to ensure the community still feels the same, especially after COVID.

14) We have a community member who is verbally abusing staff. The Board is aware of it, so when is this Board going to address it, or are they just going to continue to ignore it and hope it goes away?

TT- The board needs to protect first amendment; however, we are also responsible in ensuring that our staff are working in safe environment. We need to continue to work with legal and address our policies.

15) Has any Trustee filed a Voter Integrity Complaint in the last 6 months? If yes, was it more than one and what was the subject matter?

TT- I have not

16) After the issues with the application and selection of the Capital Improvement Committee, why would the Board suggest any future committee could self-appoint and not follow the vetting process that the Board has previously approved?

TT- I do not believe any board committee should be able to self-appoint. This would not allow equal access to the community to be involved.

17) Who decided to change 50 years of practice and not have the GM at the Board meeting with the Trustees – and when was it decided – since it was implemented before the new Board was installed and elected officers?

TT- I am unsure how this decision was made. It was not a vote of the board but I believe it is a decision the Chair can make.

18) Why doesn't the Board talk about the ongoing IVGID management vacancies – but authorizes layer after layer of audits and consultants?

19) Why did the Board of Trustees select the Village Green as the location for a dedicated dog park without consulting the community?

TT – There will be a community survey



# IVGID Townhall Questions

\* The questions below were submitted on or before October 11, 2023, the night of the Townhall the questions that have a line through them were selected and addressed during the Townhall/ Forum

\*\* All questions that have been addressed at the Board of Trustees meeting of 11/25/2023 are noted.

\*Submitted via email

## 1) ~~Question for Trustee Schmitz~~

~~Trustee Schmitz, why did you propose a 100 cost recovery target for the Champ Course when many residents besides golfers use the course, especially in the off-season, for dog walking, cross country skiing, snowshoeing, sledding, and level-ground hiking; and when every property owner in IV/CB benefits in terms of maintaining their property values by having this course in our community?~~

~~GreenPlay, the inventors of the Cost Recovery Pyramid, would suggest that when a venue benefits such a wide swath of the community, and has a short operational window for revenue generation, the cost recovery target should be significantly less than 100%.~~

## 2) ~~What exactly is a general improvement district ("GID")? Not the verbiage contained in NRS 318.075 (a "body corporate and politic and a quasi-municipal corporation") which few understand but rather, what exactly is it?~~

## 3) ~~How exactly do GIDs differ from other "governmental subdivision(s) of the State of Nevada?"~~

## 4) ~~What powers do GIDs possess, and how are they limited by Dillon's Rule, if at all?~~

## 5) ~~How do those powers differ from those permissibly exercised by other general governments?~~

## 6) ~~Where does one go to get answers to these questions other than reading the NRS for him/herself?~~

## 7) ~~Is IVGID exceeding its permissible powers?~~

- 8) ~~If so, what remedies exist to address IVGID's exercise of excess permissible powers?~~
- 9) ~~What is the status of the search for the IVGID General Manager and what is the targeted date for onboarding the successful candidate? It would be helpful for the Board to periodically update the community as the process continues.~~
- 10) ~~What is the status of the preparation of the District Strategic Plan for the period of 2023/2024 through 2024/2025 and is it intended to be completed prior to the appointment of a new General Manager or subsequent to his/her onboarding?~~
- 11) ~~Has the Board defined expected revenue for each of the recreational facilities so that performance against objectives (Performance against Plan) can be evaluated? Without expected metrics, how can performance be accurately and fairly defined?~~
- 12) ~~Has the Board and its counsel evaluated how the current agenda format limits public participation by virtue of having public comment before an agenda item is raised. The current format has, for many interested parties, significantly limited public participation because reports from Board and Staff have been embargoed until the agenda topic is opened. An obvious example is the April meeting of the BOT where the report outlining golf operations and possible changes was not released to interested parties despite having it ready at the sign-in table?~~
- 13) ~~Is it true that some or any of the members of the Board of Trustees have discussed the elimination of the organized golf clubs that currently use the Incline Village golf courses? If so, why?~~
- 14) ~~Is it true that some or any of the members of the Board of Trustees or their Staff have discussed the possibility of selling any of the IVGID recreational venues to private investors or private operators? If so, why, when and in what context?~~
- 15) ~~There have been rumors regarding the closer of the Mountain Course. What are the current views of the Trustee' regarding the Mountain Course?~~
- 16) ~~I understand that there are a couple of financial audits either being conducted or contemplated based on details provided by the Acting Director of Finance regarding the state of IVGID finances.~~

~~What are the status and any interim findings of these efforts?~~

~~17)With the current turmoil created by the recall hopefully concluding, what are the next steps, and if the vote is unfortunately for recall, what are the selection process for new board members?~~

~~18)Will Washoe County charge us for the cost of the recall special election?~~

~~19)What is the status of the Recreation Center, remodel, or expansion?~~

~~20)Is the Château undergoing a process of remodel or expansion?~~

~~21)Will there be some revisiting and possibly changes to the some of the extensive changes to our all-you-can play passes for the golf course?~~

~~Particularly the unreasonable increase in couples pass costs and very limited play on weekends for all-you-can-play passes.~~

~~22)"Given that members of the BOT, members of the Audit Committee, and the surviving IVGID finance people see no evidence of fraud, theft, embezzlement or malfeasance in IVGID's conduct, why in the world is the Board authorizing spending \$30,000 to \$150,000 for a forensic audit?"~~

~~-~~

~~I quote from investopedia.com~~

~~During a forensic audit, an auditor seeks to derive evidence that could potentially be used in court.~~

~~A forensic audit is used to uncover criminal behavior such as fraud or embezzlement.~~

~~23)There seems to be some statements made around golf club members getting special-golf play pricing that is better than Picture pass holders. I believe this is not true. Please clear this up by either supporting or denying the above statement? 11-25 meeting~~

~~24)Please state the open management positions that have not yet been filled with a full time employee. Please list the dates that each position became open. Please give us (residents) an update on the current status of applicants in process for each of these open positions.~~

~~25)What Environmental Impact study was submitted by NV Energy or conducted by IVGID prior to approving this project?~~

~~26) Since noise limitations within Incline Village are governed by TRPA Code of Ordinances Chapter 28, what noise impact report was submitted by NV Energy to IVGID?~~

~~27) Specifically, what noise levels were projected?~~

~~28) What noise monitoring equipment is currently operational to ensure that TRPA limitations are met?~~

~~29) Was IVGID provided with a Safety Risk Analysis by NV Energy? (Such a study is standard within the aviation industry in order to identify operational risks and plan mitigations)~~

~~30) What was so compelling about the Diamond Peak site that led the IVGID Trustees to discount the adverse impact on adjacent homeowners in favor of a commercial agreement in favor of NV Energy?~~

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**\*SUBMITTED AT THE TOWNHALL/ FORUM**

- 1) Trustee Noble – is your service on this Board what you thought it would be when you were elected? If yes, how so. If no, please elaborate
- 2) Trustee Tulloch – your sense of humor has been found to be offensive – what are you doing to correct this behavior?  
I am unaware of any such “finding” so unable to comment
- 3) At least 7 senior manager jobs have been vacated in a year. Why are we investigating fraud, when the apparent reason is micromanagement by Trustee Schmitz and Tulloch?
- 4) Trustee Schmitz – is it true that you authorized the purchase of pickle-ball ball tossing machine that wasn't in the budget for this year?
- 5) How can Ms. Schmitz tout her fiscal responsibility when she loses a 25.9 million dollar grant, she's looking to spend half a million dollars in hiring a new GM, and she's complaining that the recall may cost the District \$100,000.00? Resign already!
- 6) Trustee Schmitz please tell us about your plans for the Recreation Center expansion and how you plan on putting together a funding source?
- 7) /why did Vice-Chair Schmitz unilaterally shut down the months of work by the Dog Park Committee and choose the Village Green for the preferred sight for the Park which was in direct conflict with a large majority of the Community?
- 8) Why does Vice-Chair Schmitz continue to engage in the daily operational activities at the Beaches and various other venues of the District when her job as Trustee is to provide input to the General Manager through the Board

deliberative process? No Trustee has the authority to demand reports, dictate operations or interfere in the day-to-day activities of the District.

- 9) In recent audit meeting, Trustee Schmitz acknowledged that board involvement in staff work was not allowed. Yet she continually does it. What is the remedy?
- 10) **Question for Sara Schmitz:** Why do you think there has been a mass exodus of senior IVGID management during the past 12 months under your tenure as a board member?
- 11) **Question for Sara Schmitz:** You are known for “Micromanaging IVGID Staff”. Have you had the opportunity to reflect on how your actions have adversely affected IVGID staff? Do you take responsibility for your actions and how your excessive micromanagement has contributed to the lowest employee morale and the emergence of a toxic work environment for IVGID employees?
- 12) **Question for Sara Schmitz:** You continually say that you don’t know that you had to vote yes on both initiatives regarding the David Duffield Foundation Grant. Why do you continue to deflect this? In the last Channel 4 News report it was clear that GM Winquest spoke to every trustee reiterating that the donation required unanimous support. Will you ever take responsibility for the loss of the \$26 million dollar grant?
- 13) **Question for Sara Schmitz:** Trustee Schmitz, you alone are responsible for the loss of the \$26 million dollar grant from the Duffield Foundation. You and Trustees Dent and Tulloch spearheaded a campaign to remove GM Winquest. Which is costing the district \$250,000 to pay out his remaining contract. If we make it to a special election the cost to the district will likely be \$100,000. Have you thought about resigning to save the district the additional expense?
- 14) How did the Board handle the complaint by staff that Trustee Schmitz had inappropriately interfered with staff handling her neighbor’s beach pass privileges?
- 15) Why Does Vice-Chair Schmitz continue to lie regarding the Duffield Foundation Grant when she, herself, admitted in hindsight, that she made a mistake when questioned by Channel 4?
- 16) Sara, how did you come up with the girls’ only gym? Totally wrong for the Duffield Donation.
- 17) Sara – Why are you claiming the Duffield Donation was for a girl’s only addition – Total fabrication of the generous offer you solely rejected?
- 18) ~~Have you used the skate park? If so, when?~~ 11-25 meeting
- 19) Chair Dent, please explain why you did not think it was appropriate to recuse yourself from voting for Mr. Dobler’s appointment to the Capital Committee.
- 20) Why would Board Chair Dent refer to the recall as “fun and games” when questioned by the media? There is nothing fun or gam-like when addressing a recall of 2 Trustees!
- 21) **Question for Matthew Dent:** Did you know ahead of time that Trustee Schmitz was going to vote no on the design of the Duffield project? If you did, why didn’t you call for a recess, speak to the GM who in turn could have spoken to Trustee



Schmitz to possibly save the \$26 million dollar donation from the Duffield Foundation.

- 22) **Question for Matthew Dent:** When you were interviewed by Ben Margiott from Channel 4, can you tell me why you said, "It's nothing new, it's just the fun we like to have in Incline Village." Do you think it was fun when IVGID employees lost access to the beaches? Was it fun when the long term employees who must endure a toxic work environment and micromanagement?
- 23) **Question for Matthew Dent:** What are 3 objectives that you want to accomplish when you took office, and please share what exactly you have accomplished on each of them?
- 24) Trustee Dent – Where is the documentation from the Ethics Commission that you said you would submit to be included with the meeting minutes?
- 25) Trustee Dent – What is the status of your \$800,000 loan with the Doblars?
- 26) ~~This Board said a survey wasn't required for the dog park and now you have changed your direction and say it is. Is this going to be different from the community wide survey OR standalone?~~ 11-25 meeting
- 27) You have put a time certain adjournment on this agenda and did so at the last minute – why? What was your Fear? And why 8:30 p.m. when typical Board meetings go to 10 or 11 p.m.
- 28) ~~Are you on the District's health insurance plan? If yes, how does that work?~~ 11-25 meeting
- 29) Your Leadership, Chairman Dent, at meetings is deplorable as you never stop degrading comments towards Staff – Why?
- 30) Trustee Schmitz – you have a rather colorful history with the Blackhawk community in Northern California – would you like to take this opportunity to enlighten us? Give us your side of the story?
- 31) Why did Chair Dent refuse to honor the request of two of his fellow Trustees to delay the first Town Hall until five of the Trustees could be present? "Meeting dates are set on Wednesdays" is not an adequate answer as set dates have been changed by this Chair several times during his tenure.
- 32) Mr. Dent, do you have any respect or regard for your fellow trustees? What you have done scheduling this meeting is quite bothersome. We know this was Trustee Tonking's idea that you stole to use for your political wellbeing which is a joke. Do you think it may have been more advantageous if you waited until the entire BOT was available, not only out of respect for your co-trustees but for your community members who you've been elected to SERVE? Do you think it was wrong to form by vote a golf advisory committee without trustee Noble there?
- 33) Why would Board Chair Dent allow this meeting to take place when one of the Trustees, Tonking, was unavailable and had given prior notice over a month ago? And Trustee Tonking was a staunch advocate to hold Townhalls as evidence in her campaign literature.
- 34) Why are you holding this forum when Trustee Tonking is out of town and this was her item? Isn't that rude and disrespectful?

- 35) Is resigning even a possibility?
- 36) This question is for Sara: How can you be so disrespectful of staff that have faithfully and proudly worked for IVGID longer than you've even lived here?
- 37) Same question for Matthew and Ray. Why are you so disrespectful of staff?
- 38) Why are you so intent on fixing a community that isn't broken?
- 39) Why do you continuously ignore most of the community members who are against what you are doing?
- 40) Do you thrive on power so much that you ignore how you hurt so many others?
- 41) ~~The Board is implementing line-by-line online financial disclosure, which will enable a small group of citizens to micromanage and question every IVGID expense, no matter how trivial. The goal of some who do this is to dismantle IVGID. How are you going to protect IVGID staff and the larger parcel — holding community from this massive interference?~~ 11-25 meeting
- 42) Why does Vice – Chair Schmitz continue producing her biased newsletter through her 501-(c)3 Community First Foundation and solicit for folks to remove themselves from the petitions which is in direct conflict with the rules of a non-profit engaging in political activities?
- 43) ~~Why are District employees expected to take abuse, suffer slander and liable by certain community and board members without recourse while Trustees are allowed to take valuable taxpayer time and dollars to defend themselves for the same type of abuse on the record at Board meetings?~~ 11-25 meeting
- 44) How did public outcry over ending the employee beach policy affect the Board's thinking and future actions?
- 45) How will the public outcry over putting Dobler on the long Term Assets Board affect your practices in the future?
- 46) Micromanagement seems to be a term that this Board doesn't understand – why not?
- 47) Where do community benefits fall in Board decisions – since many of the benefits IVGID used to provide – discounts to non-profits, access to the beach for water safety purposes, access to the golf courses for the high school golf team, ect. Have all been discontinued; who changed IVGID from community based to penny-pinching money and rules based? I don't think that was in any of the Board's campaign goals.
- 48) ~~Social Media is an important communication tool – do you agree or disagree, and how do you use it? Please be specific as to the platforms you are or are not on/using.~~ 11-25 meeting
- 49) ~~How do you think the community will react if you have to increase the recreation fee to pay for all the capital investments that need to be made?~~ 11-25 meeting
- 50) ~~Is it true that both Trustee Schmitz and legal Counsel are now reviewing every single purchase/ contract, no matter how small or menial? Is this not micromanagement? And what about the added fees being billed by legal counsel – is that reasonable?~~ 11-25 meeting

- 51) ~~Why does Trustee Schmitz approve all Purchase Orders, when she is not supposed to be involved in the daily operations of IVGID?~~ 11-25 meeting
- 52) The Mountain Niners are currently being “punished” due to what you conceive as a political statement, when it was intended to educate our members of the threat to golf and clubs in general. Where can we read where it says we can’t inform our members about possible threats to the golf course and/ or golf groups?
- 53) Please explain the seasoning behind your decision to temporarily suspend the ability of one of the clubs to communicate with its membership. Was this a measure and rational means of displaying your disapproval or was it punitive and vindictive? Do you feel this is a good way to gain the support of a community that seems to have lost all respect for you?
- 54) How were the Golf Advisory Committee members selected by the Board of Trustees, specifically, what was the criteria of each person?
- 55) There are at least 200 woman golfers in golf clubs in Incline Village, how is it that not one woman was selected to the golf advisory board?
- 56) Who is protecting staff from retaliation – and how – if they signed the 2023 recall petitions, since Trustee Schmitz has the list?
- 57) It appears to the public that Trustee Schmitz has personal vendettas against certain employees – would you care to comment?
- 58) Trustee Schmitz – how many times, on average, do you communicate with the Interim General Manager Bandelin?
- 59) Trustee Tulloch – how many times, on average, do you communicate with the Interim General Manager Bandelin?  
Typically 1-2 times/week depending on meeting agendas/issues raised
- 60) If the wealthy on Lakeshore Drive can invite groups as guests on their property without sacrificing their property rights, why can’t IVGID invite their employees?
- 61) Why was a \$50,000 contract to give legal opinion on employee beach access signed over a month after the policy was announced to employees? And why would one legal opinion cost \$50,000?
- 62) Regarding the beach deed what EXACT question was posed to special legal counsel that resulted in this new and different determination?
- 63) What is this Board doing about replacing beach access that you took away from employees? And why did you do away with a terrific recruiting tool?
- 64) What was the intention of the Board to overturn the previous legal decision made to grant non-resident IVGID employee’s beach access when it was already determined it did not violate the beach deed?
- 65) In California, businesses with high value property that is sometimes used by the public, take one day a year to close off their property to protect their private property rights. Why can’t IVGID simplify the beach deed problem and do the same thing? Were any discussions of alternative methods, other than banning employees from the beaches, made?
- 66) Have you researched Kevin Lyons background in Governance before hiring his firm?

- 67) When the Community speaks, do you listen?
- 68) Why is Trustee Tonking's request for an investigation into the high IVGID turnover rate being ignored?
- 69) What is your knowledge of the 2018 Master Plan? Why would you need a survey regarding the community service's needs, when you already have this through the master plan?
- 70) The Moss – Adams report recommended that the GM Job be split into 2 positions. Trustees from the 2022 GM evaluation continually mentioned that the GM had too little staff and too much to do. In 2022, only Sara Schmitz gave the GM and evaluation under 7. Coincidentally, Sara Schmitz was embarrassed because she caused the loss of the \$25 million Duffield Grant in the fall of 2022. How did we go from these facts to pushing out the GM, paying for an extra year's salary for him, paying a recruitment company \$50,000 and approving an Assistant for the GM? Why did the Board Allow Sara to retaliate against the GM at these huge costs to IVGID community?
- 71) Why is the majority of this Board willing to spend close to \$500,000 in search and hire of a new GM, who will have zero knowledge of the District, when we had a very capable and well liked GM already in the position?
- 72) We have a community member who is verbally abusing staff. The Board is aware of it, so when is this Board going to address it, or are they just going to continue to ignore it and hope it goes away?
- 73) The Board had a General Business item to appoint liaisons to the venues and then without a General Business item you "fire" Trustee Tonking and appoint Trustee Schmitz – I don't think that was legal – would you care to comment?
- 74) Has any Trustee filed a Voter Integrity Complaint in the last 6 months? If yes, was it more than one and what was the subject matter?
- 75) After the issues with the application and selection of the Capital Improvement Committee, why would the Board suggest any future committee could self-appoint and not follow the vetting process that the Board has previously approved?
- 76) How did the Board handle the resignation of Mr. Homan from the audit committee, where he cited ethical problems and interference by Trustee Schmitz?
- 77) Who decided to change 50 years of practice and not have the GM at the Board meeting with the Trustees – and when was it decided – since it was implemented before the new Board was installed and elected officers?
- 78) Since in 2021 & 2022 Trustees Tulloch, Schmitz, and Dent were all either Trustees, on the Audit Committee, why suddenly in 2023, is there a big problem with the Finance Department and the concern about fraud?  
Several of the issues currently under review were previously raised by the Audit Committee but disregarded by the previous Board. It also appears now that information – such as the repeated failures to perform monthly banking reconciliations – were withheld from the Audit Committee and the Board

- 79) How was the GM protected from retaliation by Trustee Schmitz for protecting employees from her ongoing interference?
- 80) Some vocal parcel holders want to dismantle IVGID completely. Given the numerous management vacancies, continual micromanagement, and inability for staff to get things done, it seems like the Board is bringing this parcel holders wish to fruition. How do you respond to this concern?
- 81) What do you think the Public should think when Cliff Dobler boasts, "I own the Board"?
- 82) How did public outcry over the departure of the GM affect your actions in this event? How did you encourage him to stay?
- 83) ~~Why do we need a forensic audit — with a current budgeted cost of \$150,000, plus a new position for Internal Auditor — plus the regular annual audit — plus an Assistant Finance Manager — when there is no indication of any fraud — and only evidence that a new computer system, too many special projects, and too little staff have caused the current financial backlog? This is wasting at least \$150,000 which could be used to fix the Tennis Courts, provide Spanish language services to the community survey tool, or any of the many projects that could actually benefit IVGID parcel holders.~~
- 84) Why was Dobler, who admitted to contributing to some of the Trustees' campaigns, put on the Long Term Capital committee when his behavior on the Audit Committee the prior year caused problems within the Committee and the Staff?
- 85) ~~Bobbie McGee, the Interim Finance Consultant, has reported that in his opinion, IVGID's financial backlog issues are connected to implementing the new Tyler system and managing too many special requests, without enough staff. How does doing a forensic audit at the cost of \$150,000 to \$1 Million fix either of these?~~
- 86) The Board is Responsible for providing a Safe working environment for employees – and Board members are not allowed to interfere or involve themselves with the staff – but only interact with the GM. Why is it that employees continue to complain about inappropriate behavior by parcel holders and interference by certain board members and seemingly nothing is done?
- 87) How is this Agenda item Clear and Complete, which is required by NRS? You are in direct OML violation by continuing.
- 88) Why doesn't the Board talk about the ongoing IVGID management vacancies – but authorizes layer after layer of audits and consultants?
- 89) While the board has not discussed venue privatization and contracting out venues, people financially supporting your campaigns have. Board decisions also seem to have been made prior to any board meeting, indicating some back-door discussions are happening. How can the public be guaranteed that privatization or contracting out venues will not be done?

- 90) Why are we ignoring actual recreational needs, such as fixing the tennis courts and instead, spending so much money on audits, when there is no evidence of any problems except lack of staff?
- 91) ~~If it is true that you want to eliminate the golf clubs please explain why. If that is not true then explain why you think keeping the golf clubs is in the community's best interest.~~
- 92) ~~Are you going to dismantle the golf clubs? If so, how and when are you going to do it?~~
- 93) ~~Do you think you are treating all of our golf clubs equally? If not, in what way or ways are they not being treated equally? And if they aren't being treated the same can you explain why?~~
- 94) What is it that you have against the golf clubs?
- 95) ~~Do you believe this community's golf groups are a good revenue source?~~
- 96) ~~Will eliminating golf clubs that guarantee substantial revenue be a positive or negative?~~
- 97) What do you, Sara, know about golf and how clubs operate?
- 98) If the gymnastics structure were built in the future, what are the estimated costs for maintenance and upkeep?
- 99) How can you possibly say you are transparent when you do things that are so under the rug and secretive, only disclosing after the fact?
- 100) Why did the Board of Trustees think they had a right to infringe on the 14<sup>th</sup> Amendment of the US Constitution by questioning LLC's as a legal of title? Isn't this discrimination and way outside of the Trustees purview and jurisdiction?
- 101) ~~Why do members of this Board keep inferring, through the Audit Committee, that fraud MAY have been committed with absolutely zero proof from the County or the State?~~
- 102) When a Trustee is overstepping their boundaries and there are boundaries, what actions are taken to remedy the situation?
- 103) ~~The volunteer dog geese patrol has been a great success. How is it that a dog member of that patrol, owned by a Board trustee, is blind, must remain on a leash, and walks the beach during non-patrol hours... while other parcel holders cannot walk their dogs on the beach?~~
- 104) The Chair should ensure the Board effectively governs IVGID and that trustees work well together. How does he think this is going?
- 105) The Board had a General Business item to appoint the venues and then without a General Business item, you "fire" Trustee Tonking and appoint Trustee Schmitz – I don't think that was legal – Would you like to comment?
- 106) Why is the Board focus always on finances – not recreational benefits? For example, the Board recently bemoaned that the beach goers only spent \$2.50... as if the goal was for Beach goers to spend \$25. Isn't the purpose to let parcel holders use the beach, not for IVGID to extract the most money it can from us. Do any of the Board members actually use the facilities – or do you just see

potential profit centers everywhere? What do you think the public should think when Cliff Dobler Boasts, "I own the Board"?

- 107) Who decided to ignore the longstanding, pyramid policy for cost reimbursement, where pricing is based on 0, 25%, 50%, and 75% of cost based on community versus personal benefits? The practice has been that the basic \$650 annual recreation fee pays for most of the package of recreational venues, with additional charges added based on a pyramid approach. This approach is how Incline properties have been marketed and sold since the early 1970's. Who decided to flip the pricing so the individual fees are first, with the basic annual fee optional?
- ~~108) What is the rationale behind locking down the beaches using gates when this doesn't seem to be a problem? Isn't signage enough?~~
- ~~109) Why are you not allowing the IVGID employees access to the beaches?~~
- 110) Why are there no women on the Golf advisory committee?
- 111) Why did the Board of Trustees select the Village Green as the location for a dedicated dog park without consulting the community?
- ~~112) Has any trustee, in the past 6 months, requested a formal Advisory Opinion from the Nevada Commission of Ethics?~~
- ~~113) Do you think a blind Goose Patrol Dog can be effective? If so, why?~~
- ~~114) Can you speak to your plans to address the gaps, opportunities, and recommendations outlined in the Moss Adams report?~~
- ~~115) When will board members start supporting each other?~~
- ~~116) Question for Mathew Dent: why do you allow members of the angry 8 to continually be disrespectful, assaulting, slanderous, and unprofessional? This does not represent our community in any way. Why do you allow this and is there no decorum for public comments?~~
- 117) It seems that in addition to making repetitive, generally negative comments at each board meeting, some parcel holders also submit endless public request documents, endless emails, make phone calls, have meetings with Board members, and finance campaign costs to push their point of view. This is happening while people who come and make statement at the public meeting seem to be ignored. How should this problem be resolved?
- ~~118) Will each question submitted at this Townhall be responded to?~~
- 119) Are you or someone else prescreening the submitted questions and if yes, why?
- ~~120) You have been accused of wanting to change this community into a vacation destination without regard to the model that Incline was successfully built on. Do you deny it? Have you received community support of such an action?~~
- ~~121) Was your latest training session with Governance Sciences posted? And why wasn't the public invited?~~
- ~~122) What practices from your training have you put to use?~~
- ~~123) Why do whistleblower complaints get submitted to the Audit Committee?~~
- ~~124) How do you decide what investments should be bonded versus paying cash?~~

- 125) Do you treat all staff members with respect?
- 126) What is an Enterprise fund? Please be as detailed as possible.
- 127) What does supporting staff look like to you?
- 128) When a Trustee is overstepping their boundaries what actions are taken to remedy the situation?
- 129) Please provide us any examples where public input has affected a board decision during 2023.
- 130) What has been done in 2023 to fix the tennis and pickle-ball courts?
- 131) Why has this board refused to collect data instead of dismissing the pressing issue of staff morale?
- 132) There have been issues delineating between the boards role and what the management team's roles and responsibilities are. What do you feel this boards role should be?
- 133) Are the IVGID Bank accounts now reconciled through 09/30/2023? If not, what month are they recoiled through, and are there any outages?
- 134) The Board of Trustees is responsible for the oversight if the Districts financial reports and the systems of internal controls. When do you hold yourself accountable for the issues happening within IVGID?
- 135) Why were there no lifeguards at the beaches in 2023? Did IVGID's insurance rates for the beaches increase?
- 136) What Changes can you make to the whistleblower policy to ensure that IVGID employees can submit complaints without fear of retaliation?
- 137) What makes a Trustee a good Trustee? Details please.
- 138) You have hired a number of consultants – shat has been the benefit that the community has reaped from the spending of these dollars?
- 139) Why are so many of our Sr. Leaders departing?
- 140) There has been discussion to allow new senior managers to work remotely in order to fill vacancies. What are the tangible costs of having remote executives? Why were no efforts made to retain existing executives?
- 141) If a staff member has a complaint about a trustee, what happens? Please be detailed. 11-25 meeting





**BOARD OF TRUSTEES LONG RANGE CALENDAR**

<b>JANUARY 10, 2024</b>	
<b>SCHEDULE</b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 12/29; all memos materials due in by 01/02; Packet out on 01/04; agenda posted no later than 8:45 a.m. on 01/05</i></b>
Finance	Approval of Tentative Budget Calendar
PW	Waste Management
Marketing	Report: IVGID Magazine – survey results
PW	Report: Utility Master Plan Update
IT	Contract Award: Point-of-Sale System?
P&R	Ordinance 7 modifications/recommendations (may include a discussion about the family tree, punch card recommendations, and Policy 16.1.0)
BOT	Liaisons assignment with Washoe County, Venues, etc.
PW	Agreement: HDR Utility Rate Study Update

<b>JANUARY 31, 2024</b>	
<b>SCHEDULE</b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 01/19; all memos materials due in by 01/22; Packet out on 01/24; agenda posted no later than 8:45 a.m. on 01/26</i></b>
HR	Agreement: First Non-Profit 2024
PW	Agreement: Professional Services Jacobs Construction Services for Effluent Storage Tank – Approve & Award
PW	Procurement: Lab Equipment
GM	Pricing Pyramid and Policy?

<b>FEBRUARY 14 AND 28, 2024</b>	
PW	Easement: SPS #5 Easement
PW	Agreement: Professional Services for Rec Center HVAC Replacement
Finance	Augmentation for the budget including a public hearing
PW	Agreement: Diamond Peak Electrical Entrance Construction Contract Approval and Award

<b>MARCH 13 AND 27, 2024</b>	
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BOARD OF TRUSTEES LONG RANGE CALENDAR

Finance	Augmentation for the budget including a public hearing
PW	Agreement: Incline Beach House Design/Build Award with a stop at 30%, and return to the BOT to select the preferred design option
PW	Agreement: Skate Park Design/Build Award with a stop at 30%, and return to the BOT, to review the two options (spend \$250K or spend \$500K)

BOARD OF TRUSTEES LONG RANGE CALENDAR

PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
Unknown	<del>Next step on Diamond Peak parking lot/Ski Way— Staff added reminder</del>	GM DPSR Bandelin	This should be a part of the Budget Planning Process.	To be removed after the Board review in December
2/8/23	Capitalization Policy 81	Trustee Schmitz	Assigned to the Investment/Capital Improvement Committee	
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
5/25/23	Two (2) Policy 20.1.0 on the website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
06/28/23	Review and Possible Approval of Revisions to Policy 2.1.0	GM Bandelin		
06/28/23	Review CIP Roles & Responsibilities (Policies 12.1, 13.1 & Practice 13.2	GM Bandelin	Assigned to the Investment/Capital Improvement Committee	
06/28/23	Chairman Dent to propose 2 days for a Trustee Forum	Chairman Dent		
06/28/23	<del>Redactions— needs a legal non-meeting as a Trustee requested that the PE's be made public</del>	Chairman Dent		Complete Date?
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Bandelin/Interim Director of Finance Magee	<i>To be determined</i>	
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2<sup>nd</sup> training is rescheduled</i>	
08/09/23	Revise State Budget Forms (if needed)	GM Bandelin/Interim Director of Finance Magee	<i>Will be agendized at the appropriate time</i>	
11/21/2023	Strategic Plan update	GM Bandelin/Interim Director		