



# NOTICE OF MEETING

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

Public Comment is allowed and Members of the Public are Welcome to Provide Public Comment via Telephone at (877) 853-5247 (the webinar ID will be posted to the IVGID Website on the day of the meeting). The Meeting will be Available for Viewing at <https://livestream.com/accounts/3411104>.

- A. PLEDGE OF ALLEGIANCE\*
- B. ROLL CALL OF TRUSTEES\*
- C. INITIAL PUBLIC COMMENTS - *Unless otherwise determined, the time limit shall be three minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*
- D. APPROVAL OF AGENDA *(for possible action)*
- The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.*
- OR- The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.**
- E. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.
1. **SUBJECT:** District General Manager's Monthly Status Report. (Requesting Staff Member: District General Manager Bobby Magee) – **pages 5 to 33**
  2. **SUBJECT:** Parks and Recreation Ordinance 7 Report Punch Cards and the Volume of Punch Cards being sold, sale of Picture passes, and Usage Table over the last 5 years. (Presenting Staff Member: Recreation Center Manager Pandora Bahlman) – **pages 34 to 52**
  3. **SUBJECT:** Verbal Report and update Regarding Research of Management Firms. (Requesting Staff Member: Director of Human Resources Erin Feore)
- F. CONSENT CALENDAR *(for possible action)*
1. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for May 31, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 53 to 99**
  2. **SUBJECT:** Review, Discuss and Approve Purchase Order Agreement to Upgrade Sewer CCTV Equipment - 2024/25 Operating Budget; Fund 200; Division: Sewer; General Ledger # 20002524-7510; Vendor: WECO Industries, in the Amount of \$64,565.86 (Requesting Staff Member: Director of Public Works Kate Nelson) – **pages 100 to 106**

## Incline Village General Improvement District

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

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

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# NOTICE OF MEETING

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

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

1. Approve the Purchase Order Agreement for Upgraded Sewer CCTV Equipment with Weco Industries, Operating Budget 20002524-7510 in the Amount of \$64,565.86; and,
2. Direct the General Manager to Sign and Execute the Agreement.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Report, and Update on the Forensic Due Diligence Audit, Provided by Rubin Brown. (Requesting Trustee: Treasurer Ray Tulloch)
2. **SUBJECT: PUBLIC HEARING - Recommended Amendments to the Sewer and Water Rate Fee Schedule – page 107**  
*Public Comments will be taken Separately on this Item. The Board Chair will set the time limit for these comments at the meeting. It is anticipated that the time limit will be set at 3 minutes.*
- A. **SUBJECT:** Discuss and adopt Resolution No. 1908: A resolution approving the amendments to the Sewer and Water rates, as well as adjustments to the Fee Schedule. – *pages 108 to 116*

*Recommendation for Action:* That the Board of Trustees discuss and adopt Resolution No. 1908 for the proposed amendments to the Sewer and Water Rates, as well as Adjustments to the Fee Schedule.

3. **SUBJECT:** Review, Discuss and Approve the Construction Agreement for the Water Resource Recovery Facility Roof Replacement; FY 2023/24 Public Works; Utilities; Sewer: CIP #2599BD1105; Contractor: F & F Industrial Inc. dba Ponderosa Roofing & Steel Works; \$306,844. (Requesting Staff Member: Director of Public Works Kate Nelson) – *pages 117 to 351*

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

1. Award the Construction Contract to F & F Industrial Inc. dba Ponderosa Roofing & Steel Works for the amount of \$306,844; and,
2. Authorize Staff the Execute Change Orders for Additional Work if Required up to Approximately 10% of the Construction Contract Value; not to Exceed \$30,684; and,
3. Direct the Board Chair and Board Secretary to sign and execute the Agreement.
4. **SUBJECT:** Review and Discuss the Agreement with the North Lake Tahoe Fire Protection District and their Report delivered to the Director of Public Works in April as Per the Agreement. (Requesting Staff Member: Director of Public Works Kate Nelson and assisted by North Lake Tahoe Fire Protection District Fire Chief Ryan Sommers and Division Chief Isaac Powning) – *pages 352 to 363*

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# NOTICE OF MEETING

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

5. **SUBJECT:** Review, Discuss and Approve the District’s Form NVTC-LGF-10 (Formerly 4410LGF-Indebtedness Report, as of June 30, 2024, for filing with the Nevada Department of Taxation, the Washoe County Clerk, and Washoe County Debt Management Commission; and, Approve the District’s Form NVTC-LGF-11 (Formerly 4411LGF) - Five-Year Capital Improvement Plan, to include the IVGID - prepared Five-Year Capital Plan Summary for fiscal years 2024-25 through 2028-29, for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau. (Requesting Staff Member: Assistant Director of Finance Adam Cripps) – *pages 364 to 398*

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

1. Approve the District’s Form NVTC-LGF-10 - Indebtedness Report, as of June 30, 2024, and direct Staff to file the documents with the State of Nevada Department of Taxation, Washoe County Clerk and Washoe County Debt Management Commission by August 1, 2024; and,
2. Approve the District’s Form NVTC-LGF-11 - Five Year Capital Improvement Plan, as of July 1, 2024, the related IVGID - prepared Five-Year Capital Plan Summary for the fiscal years starting July 1, 2024, for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau by August 1, 2024.

6. **SUBJECT:** Review, Discuss, and possibly Approve the Revisions to District Policy and Procedure 142, Resolution No. 1898 – Personnel Management. (Requesting Board Member: Trustee Raymond Tulloch) – *pages 399 to 411*

*Recommendation for Action:* That the Board make a Motion to Approve the Revisions to District Policy and Procedure 142, Resolution No.1898 – Personnel Management.

7. **SUBJECT:** Review, Discuss, and Authorize staff to execute a Purchase Order to procure two Nutanix Server Clusters and Host Operating System Licenses with 3 years of manufacture support to replace current end of life systems. – FY25 Capital Improvement Project; Fund: General Division: Administration; Project # 1213CO2606; Vendor: SHI International in the amount of \$274,999.69. (Requesting Staff Member: Director of Information Technology Mike Gove) – *pages 412 to 417*

*Recommendation for Action:* Review, Discuss and Authorize Staff to Execute a Purchase Order to Procure two Nutanix Server Clusters and Host Operating System Licenses with 3 years of Manufacture Support to replace the current end of life systems. – FY25 Capital Improvement Project; Fund: General Division: Administration; Project # 1213CO2606; Vendor: SHI International in the amount of \$274,999.69

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

8. **SUBJECT:** Review, Discuss and Provide Direction regarding the draft Clubs Policy. (Requesting Staff Member: General Manager of Golf Operations Tim Sands) – *pages 418 to 427*

*Recommendation for Action:* That the Board of Trustees Discuss and Provide Direction to Staff regarding the draft policy on Clubs.

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR – *pages 428 to 432*
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.
- L. ADJOURNMENT (for possible action)

## CERTIFICATION OF POSTING OF THIS AGENDA

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

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

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

/s/ Heidi H. White

Heidi H. White

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

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

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

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**MEMORANDUM**

**TO:** Board of Trustees

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

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

**DATE:** July 10, 2024

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**District General Manager Verbal Update**

**Venue Status Reports**

*Venue status reports are attached for June 2024 (covering department accomplishments over the past month and department outlook and goals for the upcoming month)*

**Public Records Log**

Public Records Log for Any Prior unfulfilled Requests and January 11, 2023 through July 3, 2024, is attached to this report.

**III. ATTACHMENTS**

June 2024 Venue Status Reports  
Public Records Request Log

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Susan Herron  
Director of Administrative Services

**SUBJECT:** Administrative Services Activities in June and Planned Activities in July

**DATE:** July 10, 2024

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Following is a bulleted list of the items accomplished in June and in no particular order:

- Assisted RWTB II with all required paperwork
- Assisted other entities with all required paperwork for the July events
- Worked on Practice 6.2.0 with Trustees Tulloch, Schmitz and General Manager Magee
- Reviewed and approved Parks and Recreation items as needed
- Attended several meetings regarding matters of interest to IVGID
- Completed an ICMA training
- Renewed, personally, membership in IIMC
- Worked on and at the Employee Appreciation event
- Processed District paperwork as required/needed
- Assisted with Board memorandums and packets
- Attended Staff meetings and Board meetings
- Worked with several public members to obtain answers to their questions
- Placed required ads into the newspaper
- Monitored and responded to info@ivgid.org inquiries
- Worked on public records requests

Following is a bulleted list of the items that may be worked on in July and in no particular order:

- Complete the required work on Practice 6.2.0 so that it can go before the Board of Trustees for approval at the 7/31 meeting
- Continue Parks and Recreation support as needed
- Monitor and respond to info@ivgid.org inquiries
- Assist with Board memorandums
- Attend Staff and Board meetings
- Work with public as needed
- Process paperwork
- Work on any special projects as requested by the District General Manager
- Continue to assist members of the community
- Work on public records requests

## MEMORANDUM

**TO:** Bobby Magee, General Manager  
**FROM:** Erin Feore, Director of Human Resources  
**SUBJECT:** Monthly Venue Manager Status Report  
**DATE:** July 1, 2024

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

**Filled**

Director of Public Works  
Senior Accountant  
Director of Parks & Recreation (pending start date in July)  
SCADA Technician

**Openings**

Contracts & Purchasing Manager (interviews ongoing)  
IT Technician  
Senior Engineer  
Lift Operations - Supervisor

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

The Recruitment team continues to remain very busy throughout the summer months. In June, the team attended two job fairs (one in Incline Village and one in Reno) and has one scheduled for July (in Incline Village). Separately, they maintain contact with their network of regional professionals to stay ahead of hiring trends. The team has continued to develop their report to track the ROI of candidates per job fair; the HR Director will share this information with the General Manager as data becomes available.

The HR/Recruiting team continues to manage ongoing hiring/rehiring processes and employee file maintenance. Further, the HR Staff will be partnering with Pool/Pact to begin Phase 1 of Pool/Pact's Human Resources Compliance Assessment program. In this program, PoolPact will assist the District with ensuring the strong foundation built remains durable and weaknesses in effectiveness are identified for correction. This program consists of two very detailed phases; the first phase reviews District personnel files, training records, job descriptions, ADA & FMLA processes, recruitment practices and posting of legally required notices. Following successful completion of this assessment, the District becomes eligible for Enterprise Risk Management Excellence Program (ERMEP) grants ranging from \$500 - \$1,250. Phase I is scheduled to begin in August, 2024.

District required trainings are ongoing and are conducted 1-2 times per week as needed. Additionally, the HR staff have attended the following trainings in May/June and will attend in July:

- Various Pool/Pact trainings
- Nevada Employer Association – Payscale Peer
- Littler Mendelson – Insider’s View of the EEOC
- SHRM (Society of Human Resources Management) – SHRM Annual Conference, 2024

The Safety team has been working closely with venue management to help organize and manage the safety related aspects of the District’s July 4<sup>th</sup> week-long celebrations. Additional information about their completed and ongoing activities will be updated with the next Venue Status Report.

Lastly, the Benefits team has been working closely with the District’s Fitness, Health and Wellness Coordinator to develop Districtwide employee wellness programs. While initial programs had been developed, Staff are in the process of redefining some of these programs to ensure careful compliance with the District’s budget is maintained. Further, Staff have gotten an earlier-than-normal start on overall evaluation of Plan Administrators/Insurance Providers to ensure both provide services and products that meet the needs of District employees, while remaining cost effective. As strategies are developed, the HR Director will keep the General Manager informed.

The Attrition Report is as follows:

*For May:*

<b>Month</b>	<b>Start Ttl # of EE's</b>	<b>Hired*</b>	<b>Ttl Term EE's</b>	<b>End Ttl # of EE's</b>	<b>Avg # of EE's</b>	<b>Attrition Rate</b>
January, 2023	496		12	484	490	2.419
February, 2023	470		27	443	456.5	5.745
March, 2023	479		59	420	449.5	12.317
April, 2023	448		129	319	383.5	28.795
May, 2023	422		51	371	396.5	12.085
June, 2023	459		12	447	453	2.614
July, 2023	467		17	450	458.5	3.640
August, 2023	462		64	398	430	13.853
September, 2023	408	11	46	373	390.5	11.275
October, 2023	373	32	51	354	363.5	13.673
November, 2023	354	168	10	512	433	2.825
December, 2023	512	80	19	573	542.5	3.711
January, 2024	573	27	25	575	574	4.363
February, 2024	574	11	21	564	569	3.659
March, 2024	564	14	45	533	548.5	7.979
April, 2024	533	43	230	346	439.5	43.152
May, 2024	346	112	13	445	395.5	3.757

*For June:*



<b>Month</b>	<b><u>Start Ttl #</u></b> <b><u>of EE's</u></b>	<b><u>Hired*</u></b>	<b><u>Ttl Term</u></b> <b><u>EE's</u></b>	<b><u>End Ttl # of</u></b> <b><u>EE's</u></b>	<b><u>Avg # of EE's</u></b>	<b><u>Attrition Rate</u></b>
January, 2023	496		12	484	490	2.419
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July, 2023	467		17	450	458.5	3.640
August, 2023	462		64	398	430	13.853
September, 2023	408	11	46	373	390.5	11.275
October, 2023	373	32	51	354	363.5	13.673
November, 2023	354	168	10	512	433	2.825
December, 2023	512	80	19	573	542.5	3.711
January, 2024	573	27	25	575	574	4.363
February, 2024	574	11	21	564	569	3.659
March, 2024	564	14	45	533	548.5	7.979
April, 2024	533	43	230	346	439.5	43.152
May, 2024	346	112	13	445	395.5	3.757
June, 2024	445	68	5	508	476.5	1.124

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

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Mike Gove  
Director of Information Technology

**SUBJECT:** Information Technology Activities in June

**DATE:** July 10, 2024

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### Long Term Initiatives:

The Email Migration Project is currently 2 (almost 3) weeks ahead of schedule with no identified risks.

The Active Network POS Assessment Project is currently on schedule with no identified risks.

The Server Cluster Replacement Project is currently in the proposal stage and is scheduled to start the 3 week in July.

### Service Desk:

There were 129 Service Desk incidents opened in June with 111 of them being resolved.

## MEMORANDUM

**TO:** Bobby Magee  
District General Manager

**FROM:** Paul Raymore  
Marketing & Communications Manager

**SUBJECT:** Status Report for June 2024 – Marketing & Communications

**DATE:** July 10, 2024

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# **IVGID Marketing & Communications Department June 2024 Accomplishments + July 2024 Plans**

## JUNE 2024 ACCOMPLISHMENT HIGHLIGHTS

### **New YourTahoePlace.com website redesign project:**

By early June, IVGID's marketing and communications staff had put the final content into the new WordPress platform for the new YourTahoePlace.com website and we entered a "content freeze" period while KPS3 (our website developers) prepared the site for a planned launch on June 13.

That launch did not take place on June 13 as changes were requested by the Board of Trustees. Updates below were made:

- Updated text on About IVGID page under "Facilities and Weddings" accordion element to say "community of Incline Village" instead of "town of Incline Village."
- Updated text on About IVGID page under Public Works accordion element to say "solid waste (trash service) contract" instead of just "solid waste contract" to make it more evident what this refers to.

*One District – One Team*

- Broke up IVGID Board of Trustees page into two pages to cut down on scrolling requirements:
  - IVGID Board of Trustees: <http://ytp.iv.ivgid.website.bc.kps3dev.com/about-ivgid/ivgid-board-of-trustees/>
  - IVGID Trustee Candidate Resources: <http://ytp.iv.ivgid.website.bc.kps3dev.com/about-ivgid/ivgid-board-of-trustees/ivgid-trustee-candidate-resources/>
- Remade IVGID Board of Trustees page with fewer design components and more plain text components to reduce Trustee photo sizes and clicking requirements to see additional Trustees: <http://ytp.iv.ivgid.website.bc.kps3dev.com/about-ivgid/ivgid-board-of-trustees/>
- Finished adding all Committees with separate pages for each. Main Committees page identifies whether committee is board-appointed or GM-appointed: <http://ytp.iv.ivgid.website.bc.kps3dev.com/about-ivgid/committees/>

In addition to these updates, the marketing & communications team has spent 41.6 hours from June 13 to July 1 making typical updates (adding new events, updating prices, etc.) to both the current YourTahoePlace.com website, and then duplicating those changes on the new YourTahoePlace.com website to ensure it's up to date when we launch it. This double update requirement doubles the time we spend making these updates.

### **IVGID Magazine:**

- Completed content gathering, editing and proofing for Summer 2024 edition (delivered June 28)
- Worked with IVGID Legal Counsel to define 2025 calendar year contract extension options with CCMedia for 2025 IVGID Magazine production. Presented options to Board of Trustees at June 12, 2024 board meeting.

### **General Projects:**

- Website, email and social promotion of IVGID PW Water Service Line Survey requirements
- Uploading IVGID Board of Trustees packet information to Board Meetings & Agendas page of website.
- Email newsletters about Board of Trustees meetings, traffic control updates, venue's modified hours, etc.
- Website updates for PW: bidding opportunities
- Social media monitoring & explanation: IVGID Comm account
- ZeroRisk Manager Training
- IVGID Employee Cookbook recipe solicitation, formatting and cookbook design

### **Golf Course Marketing & Communications:**

*One District – One Team*

- Email marketing and social media posts to promote regular Golf Course operations and programs including pre-arrival and post-departure emails, and regular newsletter content.
- Golf flyer design for events, program signups, etc.
- Hosting golf events such as Nine & Wine, Ladies Chip & Sip
- Photo & Video shoots: Nine & Wine, golf merchandise

#### **Tennis & Pickleball Marketing & Communications:**

- Updated design for and ordered 2024 Incline Open Tennis & Pickleball medals.
- Email marketing and social media posts to promote Incline Open tournaments.
- Email marketing and social media posts to promote regular Tennis & Pickleball Center operations and programs.
- Tennis & Pickleball flyer design for clinics, events, etc.
- Photo & Video shoots: French Open Mixer, Pre-Game Fitness clinic

#### **Weddings & Facilities Marketing & Communications:**

- Review of weddings paid advertising campaigns. Working with EXL Media to pause all paid advertising (other than pre-paid campaigns on annual contracts) as of June 30, 2024.
- Ongoing social media promotion of weddings & events department

#### **Parks & Recreation Marketing & Communications:**

- Parks & Rec flyer design for clinics, events, etc.
- Youth Summer Camp promotion
- Photo & Video shoots: Girls softball, community clean up, bike park, Rec Center entrance, personal trainer bios & tips, Tai Chi, lifeguard training, Burnt Cedar Horizons Camp

#### **Diamond Peak Marketing & Communications:**

- Photo & Video shoots: Red Fox chairlift haul rope replacement project

## **JULY 2024 PLANS**

### **New YourTahoePlace.com website redesign project:**

As of July 1, we are awaiting approval from the IVGID General Manager and Board of Trustees to restart the launch sequence with KPS3 for the new website, and/or instructions for further changes to make before launch.

When give the go ahead for launch, we will begin a public outreach campaign including press releases to the local media, email newsletters to residents and stakeholders, and social posts to our social media accounts.

We will also promote the new CivicPlus portal for Board of Trustees meeting materials, with FAQs to explain the new functionality available to our residents.

### **IVGID Magazine:**

During July, we will begin the planning process for gathering content for both the Fall/Winter 2024 edition and the Annual Report edition of the IVGID Magazine. This process involves reaching out to all IVGID departments featured in the magazine and asking for updates on programs, facilities, etc.

### **General Projects:**

- We will work with our media buying partner EXL Media to create a new agreement for fiscal year 2024-25 and present this agreement to the IVGID Board of Trustees for potential approval.
- Start work with the Purchasing & Contract Manager (if hired) and/or the PW Contracts Manager to define an RFP process for our publishing agreement for the IVGID Magazine in calendar year 2026 and beyond.
- Website, email and social promotion of IVGID PW Water Service Line Survey requirements
- Uploading IVGID Board of Trustees packet information to Board Meetings & Agendas page of website.
- Email newsletters about Board of Trustees meetings, traffic control updates, venue's modified hours, etc.

### **Golf Course Marketing & Communications:**

- Email marketing and social media posts to promote regular Golf Course operations and programs including pre-arrival and post-departure emails, and regular newsletter content.
- Golf flyer design for events, program signups, etc.
- Hosting golf events such as Nine & Wine, Whiskey & Wedges
- Photo & Video shoots: Whiskey & Wedges clinic, new driving range hitting mats, junior golf programs
- Once paid advertising budgets are defined and approved, work with EXL Media and GM of Golf Operations to evaluate potential golf campaigns if needed.

### **Tennis & Pickleball Marketing & Communications:**

- Email marketing and social media posts to promote Incline Open tournaments.
- Email marketing and social media posts to promote regular Tennis & Pickleball Center operations and programs.
- Tennis & Pickleball flyer design for clinics, events, etc.
- Photo & Video shoots: Incline Open Tennis Tournament

### **Weddings & Facilities Marketing & Communications:**

- Once paid advertising budgets are defined and approved, work with EXL Media to restart weddings campaigns.
- Ongoing social media promotion of weddings & events department
- Photo & Video shoots: Aspen Grove, Food & Beverage options, etc.

### **Parks & Recreation Marketing & Communications:**

- Local Heroes Community Fair booth staffing (July 2)
- 4<sup>th</sup> of July week help at beaches as needed
- Email marketing and social media posts to promote regular Parks & Rec Center operations and programs.
- Photo & Video shoots: Summer camps, Summer Splash Swim program, personal trainers

### **Diamond Peak Marketing & Communications:**

- Email marketing: Amazon Prime Day season pass promo, summer operations updates
- Ongoing social media promotion of season passes, summer fun

## **Parks JUNE 2024 Status Report**

- Contractor conducted pavement work and striping at Incline Beach parking lot June 4<sup>th</sup> & 5<sup>th</sup>.
- Two dead tree branches hung up in tree canopy removed from trees at Ski Beach.
- Parks staff participated in June 12, 2024 District Safety Committee meeting. Fire extinguishers and eye wash station signed off. First aid cabinets checked and filled with needed supplies. AED batteries checked at Parks building and remains ready. Training provided in June included; Special Events, Vehicle Safety Training. Playground safety inspections conducted weekly by certified playground safety inspector.
- IVGID Arbor Day Arbor Day celebration took place at Burnt Cedar Beach June 14<sup>th</sup>; four trees planted. Poisoned trees (from 2023) removed prior to new tree planting.
- Boat ramp side concrete curb stops put back in place and 4' red cones removed from site.
- Repaired split rail fence on Public Works' easement next to Fitness Trail.
- Parks employee Jose (Junior) Ortega completed two additional irrigation trainings, one on valve repairs and another on electrical trouble-shooting.
- Parks staff replaced eleven irrigation valves in June.
- Music scheduled Fridays and Wednesdays at Incline Beach starting late May through September.
- Decomposed granite added to pathways at Ski Beach, Incline Beach, Aspen Grove and Village Green.
- Noxious weed control continues throughout parks. Collaboration with North Tahoe Conservation District and keeping them updated regarding removal of noxious weeds.
- Playground plastic welding repairs conducted at Incline Beach, Burnt Cedar and Preston Park as part of routine maintenance.
- Three J-1 international students started June 1<sup>st</sup> Noelia Rocha, Joaquin Ramirez, and Daniela Rosero. They all completed District Orientation and Customer Service Training as required by HR.



- Aeration, slicing and overseeding work continues in the parks and beaches. Spring seed is germinating and coming up well everywhere.
- Little League activity continues in June. Hardball and softball tournaments start in June. Special events begin and go throughout the summer.
- Ongoing picnics scheduled at Recreation Center Bocce Ball and group picnic areas at the parks and the beaches through September.
- Fresh wasp attractant replaced in traps throughout parks and beaches to capture queens and reduce wasp nests in parks.
- Brush Crew worked at West Park and Preston Park in June. Downed tree along Incline Creek was bucked up and branches chipped. Parks staff removed rounds so they would not end up in the creek. Parks staff conducted defensible space work at the Fitness Trail property easement. Pruning dead branches at Burnt Cedar Beach.
- New approach for the high school graduation this year. Graduation was scheduled on Stadium Field June 18<sup>th</sup>, and Parks staff coordinated with school staff. They requested the irrigation system be turned off June 14,15, 16, 17, 18.
- New signage installed to identify courts at the Tennis/Pickle-ball Center.
- New bollard posts installed on both sides of the bridges at Incline and Ski Beach.
- Beavers continue to bring down aspen trees along Third Creek and Incline Creek. Parks staff has wrapped aspen tree trunks with chicken wire to prevent any more damage to trees.
- Sand added to volleyball court nearest water at Ski Beach.
- IVGID Adult Softball began mid-month on Wednesdays and Thursdays.
- IVGID Tai Chi began in Aspen Grove Backyard on Tuesdays and Thursdays.
- Youth summer camps started at Burnt Cedar and Ski Beaches at the end of June.
- Soccer Camp on Ridgeline Park fields at the end of the month.
- Skate School Camp started at the Skate Park Mon-Fri; continues all summer.
- Preparations and planning ongoing for July 4<sup>th</sup> week.

## **MEMORANDUM**

**TO:** Bobby Magee  
District General Manager

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

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

**DATE:** July 1, 2024

***Special Projects:***

Public Works has posted notices to over 2100 users that have not provided any feedback to date. We are working on reaching out to these property owners to assist them with this request in order to meet the deadline to comply with the Lead and Copper Rule.

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

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

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

***Engineering Summary of Projects:***

Currently recruiting for the Senior Engineering position – little interest to date. With the recent hiring freeze, not being able to backfill Engineering Manager and Principal Engineer position will have a negative impact on facilitating CIP and Capital Expense projects. Staff is evaluating what projects are able to be completed and which projects will be on hold. Note the Engineering Department only has 2 full time employees to manage all FY23/24 & FY24/25 Capital Improvement and Capital Expense Projects (Effluent Pipeline & Storage Tank PM remains with HK) HK serving as EM & PE

- Capital Investment Committee – 30% Design Options for Skate Park (due date 7/26), Snowflake Lodge Needs Assessment Update/Owner’s Programing, Meeting requested for week of August 19<sup>th</sup>
- Hold for Funding/Permitting/Contract – Bike Park
- RFP/RFQ –
- Planning – Boat Ramp Evaluation, Fire Hydrant Replacement, Ski Way Pavement Rehabilitation, DP/Grease Interceptor/Fuel Tank/Upper Parking Lot Pavement
- Design – Ponderosa Waterline Replacement, Incline Beach House (30% deliverables received), Skate Park Enhancement, Rec Center HVAC
- Bidding – WRRF Roof (award BOT 7/10/24), Burnt Cedar Emergency Fuel Tank Replacement, Christmas Tree Village FH lateral replacement (SR28), DP Electrical Service Entrance
- Construction – Reservoir Coating R5-3A R5-3B (start 7/5/24), , Meter Register & Transponder Installation, Snowmaking/Pump Station Improvements (commissioning week of July 1&8), SPS #1, Effluent Storage Tank, Effluent Export Pipeline, Alder Ave Waterline Replacement, SPS#5 Wetwell & Manhole Coating (start 7/29/24), Tyner Pavement Reinstatement
- Construction Complete – Tyner Pavement Reinstatement, SR 28 Emergency Reinstatement, Mountain Golf Roof (Cart Barn & Clubhouse)

**Water/Wastewater Treatment:**

- Water Production – Total 122.985 MG, Daily Avg 4.1 MGD, Daily Max 4.516 MGD
- Wastewater Processed - 26.828 MGD, 0.894 MGD Daily Avg., 0.979 MGD Daily Max
- Total Call Outs – 22

**Pipeline:**

- 1800+ Lead service line inventory door hangers
- Water Leak Repairs – 2
- Replaced one failed ARV on Effluent Export Pipeline
- Fire Hydrant Repair - 6
- After Hour Service Calls – 8 (30 hrs OT)
- 51 Meters transponders changed out
- Hydroflush sewer lines = not available at time of packet

**Compliance:**

- Backflow tests – 362
- Plan Checking – 32

**Waste Not:**

- Staff participated in Community Clean-Up Day & Block Party (78 volunteers, 234 hours, 301 pounds of trash, 30 miles of roadways, paths and trails cleaned)
- HHW Collection = 4 events with a total of 111 customers served
- Solid Waste Incidents = 22 (7 warnings, 12 violations (10 fines, 1 WRC, 1 commercial service level upgrade)
- Completed water quality monitoring

**Fleet:**

- Preventative Maintenance Hours – 336
- Corrective Maintenance Hours – 422
- CIP - 0
- Other - 81
- 6 mechanics (productivity = 87%)

**Laboratory:**

- Staff is working with treatment staff to assist in sampling and testing of the change in 3 basin process treatment
  - Microbiological activity in the aeration basins is non-existent
  - BOD & TSS higher than previous years
  - Increased ammonia in effluent greater than influent – suggests anaerobic digestion occurring
- Performed initial (baseline) sampling for PFAS on both raw water and treated water, this will allow staff to prepare for the upcoming required UCMR 5 testing in 2025
- Potable Water Testing
  - System Samples Taken – 15
    - Total Coliform (#CFU/100mL) – 0
    - Avg. Total Res CL2 (mg/L) – 0.87
- Wastewater Testing
  - Not available in time for packet

**Major Capital Improvement Project Status**

- Effluent Pipeline Replacement Project GMP 2
  - Crews are outperforming production rates (ahead of schedule)
- Effluent Storage Tank Project
  - 80% of pre-cast concrete pours compete
- Incline Beach House
  - Received 30% deliverables

- F&B and GM Golf to present data requested by Board (7/31)
- Skate Park Enhancement
  - Progress Meetings ongoing
  - Site design underway
- Alder Avenue Water Main Replacement
  - Construction to start begin 7/8

## Public Works Accomplishments June 2024

### Utilities

- Fence installed Willow Court to keep vehicles/trash off District property
- Review of CIP & Operating budgets FY2024/25

### Collection/Distribution:

- Service line inventory door hangers.
- Grease removal SPS1.
- Warehouse inventory.
- Ongoing “dead transponder” change outs.
- Water main leak repairs.
- Fire Hydrant repairs.
- Pressure reducing valves rebuilds.
- Ongoing hydro flushing.

### Treatment:

- Monthly compliance reports submitted to State and local regulators had no permit violations.
- Nitrite/ Nitrate and Ammonia sensors installed and commissioned by end of Month.
- South basins cleaned and ready for annual maintenance projects.
- Fire extinguishers recertified at all facilities.
- Testing for new SKI snowmaking piping.
- BCWDP All calibrations completed for the month, UV reference sensors sent out for factory calibration.

### Laboratory:

- Performed initial sampling for PFAS on both raw water and treated water and will receive results in July. This will allow us to understand our baseline and prepare for the upcoming UCMR 5 testing in 2025.
- All instruments have been received. Lab staff installed the new lab water system and autoclave, and are waiting for installs on both Thermo instruments, which will happen in July/August.
- Lastly, the lab is working with treatment staff to assist in sampling and testing of the change in 3 basin process treatment from the previous activated sludge aeration basins to A2/O 3 basin pho-redox treatment. Updates are included below
  - Collectively the lab dedicates 10 hours per week to this process change which results in testing, sampling, and discussion of the new process
  - Microbiological activity in the aeration basins is non-existent. We are not seeing any bugs in our MLSS or RAS.
  - BOD and TSS are higher than in previous years.
  - Increased ammonia in effluent is now greater than influent by more than 5 units.

### Administration:

- Physically posted over 2,000 properties in collaboration with the pipeline team to address the water service line inventory mandated by the EPA.
- Effectively managed and responded to over 100 customer inquiries related to the postings, aiding customers in completing their surveys.

### Waste Not:

- Served total of 111 customers (28-e waste, 25-hazardous waste, 58-both) 10 no shows
- Collected batteries, printer cartridges, lightbulbs and electronics from IVGID venues

- Reviewed 22 solid waste incidents – 7 warnings, 12 violations (10 fines, 1 wildlife resistant cart, 1 commercial service upgrade)
- June 1 – Community Clean-Up Day & Block Party – Collaborated with The League to Save Lake Tahoe (Tahoe Blue Crew), IVCBA, Washoe County Library System, Incline Education Fund, The HIS Highlanders, Waste Management, and Clean Tahoe
  - 78 Volunteers (234 volunteer hours)
  - 301 lbs. of Trash
  - 30 miles of roadways, paths and trails cleaned
- TWSA – facilitated a research project with DRI, Microplastics in/retained by wastewater treatment wetlands, continued work with microplastics/perchlorate, outreach Drink Tahoe Tap program; dog waste collection, water sampling as part of the annual report data collection, Tahoe Keys AIS update on implementation plan and court case review, TRPA E-DNA training session

## **Internal Services**

### **Engineering:**

- Effluent Pipeline Project has outperformed contract schedule production rates; currently ahead of schedule
- Effluent Storage tank has completed 80% of its pre-cast concrete pours
- WRRF Roof project successfully bid; BOT approval pending 07/10/24
- Ponderosa & Tunnel Creek water main replacement 30% and 75% design levels completed
- SPS5 Pump Station rehab project successfully bid/awarded and pre-construction completed; schedule work start July 29, 2024.
- Completed Tyner Rd emergency work contract work
- Completed SR28 effluent pipeline failure repair and embankment repair contract
- SPS1 electrical upgrades continued, auxiliary connection improvements completed
- 2024 spring pavement maintenance contracts at beaches completed
- Incline Beach House 30% Design Documents submitted

### **Fleet:**

- Working collaboratively with Golf operations to ensure all equipment is ready when needed, adjusted per requests, and keeping up with preventative maintenance as well
- Began large repair on RPM Snow Blower, removed auger shafts to evaluate if able to be straightened or need to be replaced

### **Buildings:**

- Installed AC in guard shacks per GMs request
- SPS1 exhaust fan completed
- Safety signs placed at golf course cart paths
- Bar facade for aspen grove
- Door repairs throughout district
- Upgraded lights ski fleet
- Upgraded lights ski lodge
- Painted cart barn champ course
- General plumbing repairs through the district
- Painted and mitigated rust on railing around burnt cedar
- Fixed with help of contractor multiple HVAC units across the district
- Installed power upgrade Aspen Grove
- Repaired garage doors throughout the district
- Troubleshoot front gate made some progress and a plan for repairs

## Public Works Goals July 2024

### Utilities

- CIP and Operating Budget reviews, Tyler Training

### Collection:

- CCTV sewer line easements.
- Ongoing sewer hydro-flushing.
- Ongoing PRV rebuilds.
- District drain checks/cleaning.
- Walk and inspect export line/ARV's to Jack Valley Rd

### Treatment:

- Submit monthly compliance reports to State and local regulators on time
- Working to reduce backlog on work orders
- Fine tuning communications with reservoirs and pump stations
- Support effluent export line tie in
- Continue to monitor and adjust 3 basin process after the high flows around 4<sup>th</sup>

### Laboratory:

- UV-Vis will be installed this month and working on having the IC installed as well
- Lab staff will be starting a 5 series online Microbiology course to better understand wastewater microbes and bugs.
- Begin working in Nexgen to categorize and implement all lab assets

### Administration:

- Implement a new rate increase along with additional fees.
- Improve compliance payment processing to streamline operations and reduce the current complexity.
- Continue facilitating the water service line inventory until the October deadline is met.

### Waste Not:

- HHW Collection – 125 appointments available
- Continue to Collect batteries, printer cartridges, lightbulbs and electronics from IVGID venues
- Work with customers to avoid Solid Waste Violations
- July 5 – DP Ski Team Community Clean-Up Day
- Fireworks Sampling – Perchlorate
  - Partnered with DRI and IVGID Laboratory to participate in EPA/North American Lake Management Society 2024 Surface Water Sampling Project
  - Sample July 1, July 5, and July 11
- TWSA – facilitated a research project with DRI, Microplastics in/retained by wastewater treatment wetlands, continued work with microplastics/perchlorate, outreach Drink Tahoe Tap program; dog waste collection, water sampling as part of the annual report data collection, Tahoe Keys AIS update on implementation plan and court case review, TRPA E-DNA training session

### Internal Services

#### Engineering:

- Release Public Bid for the Burnt Cedar emergency generator fuel tank replacement
- Start construction of Alder Ave water main replacement
- Complete additional pressure testing on Effluent Pipeline project.
- Begin erection of the pre-cast tank at the WRRF

- Release RFP for completion of Christmas Tree Village FH lateral replacement (SR28)
- Completion of 30% Skate Park design(s)
- Rec Center HVAC Design project continues
- Construction at SPS1 building upgrades continues

#### Fleet:

- Continue to work collaboratively with Golf operations to ensure all equipment is ready when needed, adjusted per requests, and keeping up with preventative maintenance as well
- Provide coverage of one mechanic on July 4<sup>th</sup> for Golf
- Finish large repair on RPM Snow Blower
- Review CIP and Operating Budgets, receive Tyler training, begin to execute rolling stock CIP

#### Buildings:

- Install gutters and drainage on PW Building C
- Secure PW by getting gate to function properly
- Upgrade admin HVAC controls as requested by HR
- Continue to upgrade electrical as it fails
- Continue to repair and maintain all buildings infrastructure



Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
23-106			✓ Friday, March 8, 2024	Wells, Kristie	I would like to receive all emails sent to anyone by Trustee Sara Schmitz that contain the following words or phrases: Director of Parks and Recreation; Director of Administrative Services; Shelia Lejon; Susan Herron	Partial/ in process		Clerk
24-008	1.5 hour	Complete	✓ Saturday, January 6, 2024	Wells, Kristie	I would like to receive copies of all of the Director of Information Technology emails from 11/1/2023 to 12/31/2023 going to and from any/all Trustees.  I would also like a list of all telephone calls, using either their personal phone and/or District phone. This would be incoming and outgoing and would include text messages. This is just a listing with dates and times.  The date of this request is Saturday, January 6, 2024 as I am not able to fill that in electronically on this form.	3/11/2024		General Governance
24-009	30 Minutes	Complete	✓ Monday, January 8, 2024	Katz, Aaron	1. Billings from BB&K re: review/approval proposed HDR Engineering contract for update to water/sewer rate study - agreement included in Board packet for Jan 10, 2024 meeting;  2. E-mails/other writings between BB&K/IVGID staff reviewing/approving/explaining proposed agreement referenced in paragraph 1 above;  3. E-mails/other writings between anyone at IVGID/BB&K asking BB&K	1/12/2024		Public Works
24-010	30 Minutes	Complete	✓ Monday, January 8, 2024	Dobler, Cliff	Request Granite IVGID correspondence, Diamond Peak Walk in Cooler and Prep area	1/17/2024		Public Works
24-011	10 Minutes	Complete	✓ Thursday, January 11, 2024	Kahrs, Linda	Please send me pdf copy via email of the executed contract with RubinBrown LLP	1/19/2024		Accounting/ Finance
24-012		Complete	✓ Thursday, January 11, 2024	Wells, Kristie	I would like copies of all of the Interim Director of Finance emails from 11/1/2023 to 1/10/2024 going to and from any/all Trustees as well as any communication Interim Director of Finance had with the Audit Chairman Chris Nolet.  This includes a list of all telephone calls, using either their personal phone and/or a District phone. This would be incoming and outgoing and would include text messages. This is just a listing with dates and times.  The date of this request is 1/11/2024.	3/11/2024		General Governance
24-013			✓ Thursday, March 14, 2024	Kahrs, Linda	I am making this PRR request for all emails to/from any employee or Trustee of the District from either Aaron Katz and/or Frank Wright for the period of 10/2023 to 03/2024 and I will accept these emails in batches by month i.e. October, November, December, etc.  Thank you.	Partial/ in process		General Governance
24-014	1.1 hrs	Complete	✓ Friday, January 19, 2024	Wright, Frank	Did Shelia lejon have the authority to make payments to IVCB/BA on behalf of the veterans club? How were these payments made? Check, cash, money order? Debit card?	01/25/2024		Accounting/ Finance
24-015	30 Minutes	Complete	✓ Friday, January 12, 2024	Katz, Aaron	Kate Nelson's staff time billed to Public Works (to include date services provided, amount of time, description of services, hourly rate applied, out of pocket costs incurred) associated with:  1. Communications with HDR Engineering pertaining to an update of last June's (2023's) water/sewer rate study; 2. Familiarity with and researching water/sewer rate studies in anticipation of her request the Board authorize an update to last June's water/sewer study; 3. Preparation of staff memo and attachments included in Board packet for January 10, 2024 meeting; 4. Preparation for presentation of this agenda item to the Board on January 10, 2024; 5. Actual presentation of this agenda item to the Board on January 10, 2024.	2/9/2024		Public Works
24-016	10 Minutes	Complete	✓ Tuesday, January 16, 2024	Homan, Mick	Please provide me with the updated terms and conditions and/or scope of services that led to the revised contract pricing "not to exceed \$350,000", as referenced by Mr. McGee and Trustee Tulloch during the aforementioned meeting.	1/23/2024		Accounting/ Finance

Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-017	1.5 hrs	Complete	✓ Tuesday, January 16, 2024	Dobler, Cliff	Please provide for my examination any and all invoices and any and all change orders from vendors who were engaged on the capital project #4899FF1202. This would be for all fiscal years and according to the 10/25/2023 carryover report prepared by Magee the costs were \$1,176,820.	1/23/2024		Accounting/ Finance
24-018	10 Minutes	Complete	✓ Tuesday, January 16, 2024	Dobler, Cliff	Please provide for my examination the contract and scope of work with RubinBrown regarding the forensic audit.	1/23/2024		Accounting/ Finance
24-019	30 minutes	Complete	✓ Friday, January 19, 2024	Dobler, Cliff	Please provide for my examination the Incident report filed by Darren Howard regarding a purported incident on 9-15-2020 between Mr. Howard and myself. Please provide for my examination the Incident reports, I assume, filed by the Golf shop staff member, the Head Golf Pro and the IVGID Merchandising Manager reported to Mrs. Dee Carey on June 2, 2020.	2/7/2024		Human Resources
24-020	10 Minutes	Complete	✓ Sunday, January 21, 2024	Cat	Please email me a PDF copy of the negotiated scope of work AND negotiated terms and conditions as mentioned by Trustee Tulloch at the 1/10/2024 Board meeting.	1/29/2024		Accounting/ Finance
24-021	15 Minutes	Complete	✓ Friday, January 19, 2024	Katz, Aaron	1. Writings originating from IVGID offering Bobby Magee/his firm the position of interim finance director for IVGID. 2. Writings originating from Bobby Magee/his firm accepting the position of interim finance director for IVGID. 3. Writing evidencing agreement between Bobby Magee/his firm and IVGID insofar as the former's services as interim finance director for IVGID. 4. To the extent Bobby Magee's/his firm's compensation and expense reimbursements are concerned, as the interim finance director for IVGID is concerned, and if not included in the writing referenced in paragraph 3 above, I would like to examine writings evidencing Bobby Magee's/his firm's right to compensation and expense reimbursements from IVGID as its interim finance director is concerned. 5. To the extent the term of any agreement referenced in paragraph 3 above is concerned, and its termination, are not addressed, I would like to examine writings evidencing that term and its possible termination.	1/26/2024		Accounting/ Finance
24-022	10 Minutes	Complete	✓ Tuesday, January 23, 2024	Cat	Please provide a PDF copy of the Notice to Proceed issued to RubinBrown LLP.	1/29/2024		Accounting/ Finance
24-023	10 Minutes	Complete	✓ Monday, January 22, 2024	Gumz, Joy	Update and Explain 8 digit expense organization G/L Code	1/29/2024		Accounting/ Finance
24-024	15 Minutes	Complete	✓ Wednesday, January 18, 2023	Katz, Aaron	To Bobby Magee - What is your/your firm's compensation and benefits as interim director of finance for IVGID? And for how long? Do you/does your firm regularly submit invoices for payment and if so, to whom? Do you or does your firm have a written agreement with the District that provides therefore? And if so, would you mind sharing it? Were you offered your current position with IVGID via a writing and if so, would you mind sharing it?	1/25/2024		Accounting/ Finance
24-025	1 Hour	Complete	✓ Monday, January 29, 2024	Gumz, Joy	1. Audited Financial statements from fiscal year 1968, fiscal year 1969, fiscal year 1976, fiscal year 1977, and fiscal year 1985. 2. The "Official Statement" for bonds issued in 1968 and 1976. An "Official Statement" is the Information packet required by the securities & exchange commission when municipal bonds are issued 3. The Job description for "Principal Engineer" (Public Works).	3/7/2024		Accounting/ Finance
24-026	15 Minutes	Complete	✓ Tuesday, January 30, 2024	Bratcher, Becky	Copies of the Winning Statements of Qualification for the following 2 projects: Utility Master Plan (2022) Farr West Engineering, Effluent Pipeline and Pond Lining Projects 2021, HDR engineering, Jacobs Engineering Group	2/6/2024		Public Works
24-027	10 Minutes	Complete	✓ Wednesday, January 31, 2024	Cat	May I have the Baker Tilly invoice listed on the most recent Treasurers Report in the 1/31/2024 packet.	2/1/2024		Accounting/ Finance
24-028	10 Minutes	Complete	✓ Monday, November 13, 2023	Gumz, Joy	2) Attendance / timekeeping records for all employees for the calendar year 2022	Extended		Human Resources
24-029	Not Recorded	Complete	✓ Thursday, April 18, 2024	Steinburg, Paul	Any and all records of insurance policies that cover the Incline Village Tennis & Pickleball Center. Is this policy separate or included with insurance of other sports and recreational facilities in Incline Village?	0425/2024		General Governance

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-030	2 Hours	Partial	✓ Tuesday, June 25, 2024	Katz, Aaron	The board packet for tomorrow's meeting includes a series of procurement card purchases. I want to examine back up purchase details for several of Pandora Bahlman purchases. They are as follows: \$132.78 with Sam's Club for "food for resale." \$163.18 with Sam's Club for "food for resale." \$241.00 with TST Sunshine Deli & Cafe for "refreshments for dance program recital"	7/9/2024		General Governance
24-031	1.5 Hours	Complete	✓ Monday, June 10, 2024	Wells, Kristie	I would like to receive an excel or CSV list including the date, to/from, and the entire subject of emails between the following: Any Trustee to/from Bobby Magee Any Trustee to/from Adam Cripps Any Trustee to/from Heidi White Date range: May 1, 2024 to June 1, 2024	6/28/2024		General Governance
24-032	30 Minutes	Complete	✓ Tuesday, June 18, 2024	Carey, Anna	I heard about the new employee BBQ that is significantly more expensive than the previous employee BBQ's. Can I see the contract and approval process, as I heard this was approved and I yet didn't see it on the agenda or discussed at the last board meeting. Don't all contracts have to go to the board per policy 3.1.0?	6/25/2024		General Governance
24-033	1 hour 30Min	Complete	✓ Monday, June 24, 2024	Katz, Aaron	I would like to examine a copy of the Disc Golf Course agreement entered into between the District and some non-profit disc golf club. My recollection is the agreement is more than ten (10) years old.	6/25/2024		General Governance
24-034	45 Minutes	Complete	✓ Wednesday, June 12, 2024	Martini, Margaret	In front of 794 Tyner way there has been much tree cutting. Upon contacting the fire dept to see if they were the ones doing the tree cutting and marking. They are not. And informed me that that was an IVGID project to cut down diseased trees. The trees that were cut did not look diseased to me so I would like to request a copy of the Contract by IVGID with Rockwood Tree company specifically to include the location of the marked trees that where removed and the ongoing, if any, removal of trees along. That stretch of Tyner that has fire road access. I did not see any other location that has marked trees for removal in front of any other address. It looks subspecialty like a view enhancement project for the benefit of 794 Tyner Way As it would be hard to believe that all the diseased or crowded trees could only be in that location.	6/19/2024		Public Works
24-035	45 Minutes	Complete	✓ Monday, June 10, 2024	Katz, Aaron	Can I please get a copy of the 2024-25 budget filed yesterday with the NDOT? Also, I want a copy of the central services cost allocation plan expressly attested to by Adam Cripps. I don't want to do a formal public records request as	6/17/2024		Accounting/ Finance

Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-036	45 Minutes	Complete	Monday, June 10, 2024	Katz, Aaron	Resignation by Bobby Magee as IVGID GM; Resignation by Adam Cripps as IVGID Ass't Finance Director.	6/17/2024		General Governance
24-037	1 Hour	Complete	Wednesday, June 5, 2024	Dobler, Cliff	Please provide for my examination the budget form 4404LGF for fiscal year 2024 - 2025 which was filed with the Department of Taxation on or about June 1, 2024	6/12/2024		Accounting/ Finance
24-038	10 Minutes	Complete	Saturday, May 25, 2024	Katz, Aaron	I am making a public records request for records which evidence every expenditure on project #4378BD2202 (Skateboard Park Project) to date. I want to know when the expenditure was incurred, what it was for, how much was paid and when, and the Dept of Taxation was supposed to have issued us a certificate of compliance or non-compliance for the tentative budget Mr. Cripps submitted on April 17, 2024. Three days before our May 29, 2024 public hearing date. I would like to examine the same. Tuesday morning if possible given the public hearing is set for May 29, 2024.	6/4/2024		Accounting/ Finance, & PW
24-039	15 Minutes	Complete	Sunday, May 26, 2024	Katz, Aaron	Please provide for my examination any and all contracts and change orders with Sierra Nevada Construction (SNC) regarding the Mt. Golf Cart Path Restoration	6/4/2024		Accounting/ Finance
24-040	3 Hours	Complete	Monday, May 13, 2024	Dobler, Cliff	Documents in Support of Proposed Water and Sewer Rate Increases	6/3/2024		Public Works
24-041	4 Hours 30 Minutes	Complete	Monday, May 13, 2024	Katz, Aaron	The notice of public hearing in yesterday's TDT Newspaper states that the subject documents above are available for inspection at the District's admin offices. Are those docs in electronic format? If so, can you please provide me with copies as an attachment to an e-mail? If not available in electronic format, please advise as I otherwise intend to physically	5/20/2024		Public Works
24-042		Complete	Friday, May 10, 2024	Wells, Kristie	I recently requested a copy of the Rubin Brown agreement. Item 11 in Exhibit A references Ruben Brown reviewing up to seven (7) specific complaints that have been filed. I would like to know who, exactly, filed those complaints, when they were filed, and what those complaints were about, specifically. I assume these were done via email and I would rather not have to ask staff to burn hours pulling all these for the public record. As you are in the thick of this project, I expect that you can provide that to me quickly, and easily	5/20/2024		General Governance
24-043	10 Minutes	Complete	Monday, May 13, 2024	Katz, Aaron	Preliminary Report Prepared by the IVGID Board in Support of Proposed Rec and Beach Facility Fees and Resolution of Adopted Along With Notice of Public Hearing Therefore The notice of public hearing in yesterday's TDT Newspaper states that the subject documents above (report and resolution adopting the same) are available for	5/20/2024		General Governance
24-044	0	Complete	Friday, May 10, 2024		Building permits, as-built plans, inspection records/sign offs and certificates of occupancy for the 2021 remodel of 618 Woodridge Circle	5/17/2024		General Governance
24-045	0	Complete	Tuesday, May 7, 2024	Dobler, Cliff	Please provide for my examination the following Popular CIP Status Report for the following dates: September 30, 2023; December 31, 2023; March 31, 2024. To assist you in your search. The 9-30-2022 report was provided to the Board of Trustees on 11-9-2022. The 12-31-2022 report was provided to the Board of	5/15/2024		Accounting/ Finance
24-046	4 Hours	Complete	Wednesday, May 8, 2024	Wells, Kristie	I would like a copy of the Rubin Brown agreement for the work being done on the forensic due diligence audit. I looked through previous requests and there was one made, but the agreement had not been signed yet, so the agreement "did not exist" then. I also did not see this agreement provided in the board packet for the May 8th meeting even though there is an Amendment being requested	5/15/2024		General Governance
24-047	1.5 Hours	Complete	Sunday, May 5, 2024	Dawson, Bryan	I hope this is well. I'm Bryan Dawson from uncovered media. I am writing to request all incident reports from June 2023 that involve any of the following charges, under the Freedom of Information Act:	5/13/2024		General Governance
24-048	30 Minutes	Complete	Monday, May 6, 2024	Dobler, Cliff	Please provide for my examination the annual report titled Summary of CIP Activity by Project for the fiscal year ending 6/30/2023 This report has been produced and is the detail backup for the Capital Assets section of the 2023 AECR	5/13/2024		Accounting/ Finance
24-049	15 Minutes	Complete	Monday, May 6, 2024	Katz, Aaron	The 2023 AECR mentions a \$585,843 obligation due from the internal services to the general fund. I would like to examine writings evidencing that obligation including the term, interest rate, and persons who approved this obligation. Additionally, I would like to examine board resolutions expressly approving this	5/13/2024		Accounting/ Finance

Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-050	30 Minutes		Monday, May 6, 2024	McKowen, Patricia	I would like any and all documents including emails and other records regarding these Incline residents that may include emails from Mike Bandelin, Bobby McGee and any and all Trustees. Seeking to uncover any investigations into these residents. Kristie Wells, Linda Kahrs, Trish McKowen, Mary Kleingartner, Bill Kahrs, Carolyn Usinger, Tim Callicrate, Sandra Richards, Kaye Schackelford, Kevin McKowen,	5/13/2024		General Governance
24-051	15 Minutes	Complete	Wednesday, May 1, 2024	Kelly, Deirdre	Seeking a copy the 3/21/2001 legal document that is available to the public titled, "District Beaches-Restrictive Deed Covenant"--Factual Review. Thank you in advance,	5/8/2024		
24-052	5 Minutes	Withdrawn	Tuesday, April 30, 2024	Ericson, Grace	Record Drawings for all improvements within the project limits as depicted on the enclosed map. Wood Rodgers, Inc. is under contract to the TTD to produce plans, specifications, and contract documents for the Project. Please provide us with your feedback on how the Project may impact your existing or planned future facilities. Any conflict in facilities within the project limits will require prior rights investigation. Monday through April 29, 2024, at 10 A.M., I will to examine and receive copies of:	5/7/2024		Public Works
24-053		Complete	Monday, April 29, 2024	Katz, Aaron	1. The District's tentative 2024-25 budget submitted by staff to the Dep't of Taxation ("NDOT"); 2. All District letters accompanying the tentative budget referenced in Application for Certificate of Excellence in financial reporting submitted to the CFOA for the District's 2023 ACFR;	5/6/2024		Accounting/ Finance
24-054	5 Minutes	NO RECORDS Responsive to this Request	Monday, April 29, 2024	Katz, Aaron	Rather than forcing me to do a PRA request, can you please provide the following:	5/6/2024		Accounting/ Finance
24-055	0	Complete	Monday, April 29, 2024	Katz, Aaron	1. Job description Ass't Director of Finance; 2. Pay grade number for Ass't Director of Finance; 3. Current pay grade summary which depicts compensation ranges for each District pay grade; 4. Current base payment amount for current Ass't Director of Finance; 5. Job description Golf General Manager; 6. Pay grade number for Golf	5/6/2024		Human Resources
24-056	0	Complete	Wednesday, April 24, 2024	Dobler, Cliff	Please provide for my examination the IVGID Tentative Budget for fiscal year beginning July 1, 2024 to June 30, 2025. This document was sent to the Department of Taxation by IVGID employee Adam Cripps on or about April 15, 2024 and should be available.	5/2/2024		Accounting/ Finance
24-057	0		Friday, March 22, 2024	Wells, Kristie	I would like to know who, specifically, crafted the questions in the "Good Government" survey that was recently released: <a href="https://www.flashvote.com/ivgid-nv/surveys/good-government-03-24">https://www.flashvote.com/ivgid-nv/surveys/good-government-03-24</a> Please provide all emails about developing this specific survey between any IVGID Board of Trustee, Kevin Lyons, or anyone associated with the FlashVote service. Specifically, which Trustees were involved in developing this survey, what questions	4/30/2024		General Governance
24-058	15 Minutes	Complete	Sunday, April 7, 2024	Steinburg, Paul	any and all requests by anyone for any records concerning Paul Steinberg in any department or facility	4/30/2024		General Governance

Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-059	No time Recorded	In progress	✓ Sunday, April 7, 2024	Steinburg, Paul	any and all inquiries, record request or action in which my name is included by and IVGID trustee or member of the IVGID staff including responses to such requests	4/30/2024		General Governance
24-060	15 Minutes	Complete	04/2382024	Wells, Kristie	Please provide a copy of the tentative 2024/2025 budget that I believe was filed with the State of Nevada on April 15, 2024.	4/30/2024		Accounting/ Finance
24-061	No Time Recorded	Complete	✓ Tuesday, March 12, 2024	Terry, Erron	Any and all emails from or to Shelia Leijon regarding IVCSA for the last 12 months.	4/29/2024		General Governance
24-062			✓ Thursday, April 18, 2024	Steinburg, Paul	Who are the multiple sources that Trustee Schmitz refers to in her email to former GM Bandelin on January 2, 2024. In that email, she states that "I have been told my multiple sources that he stated he was GIVEN passes by Shelia."	4/25/2024		General Governance
24-063		Complete	✓ Tuesday, April 16, 2024	Dobler, Cliff	Please provide for my examination the spreadsheet regarding estimated engineering man hours required to conduct capital projects for fiscal year 2025.. This spreadsheet was posted on the zoom meeting of April 4, 2024 and can be found as item E.2 and located at 28:00 minutes. It is inappropriate to exclude items provided to the Committee but not in the packets. These items should be posted as backup to the meeting even if received after the packet is released to the public	4/16/2024		Public Works
24-064		Complete	✓ Sunday, April 7, 2024	Dobler, Cliff	The letter from DAVIS FARR to IVGID is not what I asked for. I want the letter to DAVIS FARR from IVGID. the letter for several yeas is called; Management's representation letter to auditor. could I please obtain information which I requested	4/15/2024		Accounting/ Finance
24-065	15 Minutes	Complete	✓ Monday, April 8, 2024	Dobler, Cliff	Please provide for my examination the spreadsheets provided by Ms Nelson at the April 4, 2023 Investment Committee regarding carryover projects from fiscal 2024 to 2025. These spreadsheets were not part of the committee packet just posted up on zoom. In the future if supplemental items are presented at a meeting then would be appropriate to have them on the agenda. This would save time on requesting documents.	4/15/2024		Public Works
24-066	10 Minutes	Complete	✓ Thursday, April 4, 2024	Gumz, Joy	Please provide by email or the Nextrequest portal a copy of IVGID's AUDITORS' REPORT from fiscal year 1978 through fiscal year 1984: 1978, 1979, 1980, 1981, 1982, 1983, 1984. This AUDITORS REPORT included the audited financial statements and the Auditors' opinion, and is a permanent record per Nevada laws and regulations.	4/11/2024		Accounting/ Finance
24-067		Complete	✓ Tuesday, April 2, 2024	Dobler, Cliff	Please provide for my examination all documents delivered to the Nevada Department of Taxation regarding the IGVID June 30, 2023 financial statements which were determined by the Board of Trustees on March 28, 2023	4/9/2024		Accounting/ Finance

Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-068	No time Recorded	Complete	✓ Tuesday, April 2, 2024	Dobler, Cliff	Please complete the public records request recently made. Please provide the transmittal letter to the Department of Taxation which was part of the 6-30-2023 financial statement documents submitted by IVGID which were approved by the Board of Trustees on March 28, 2024. The transmittal letter was not included in my previous public records request.	4/9/2024		Accounting/ Finance
24-069		Complete	✓ Tuesday, April 2, 2024	Dobler, Cliff	Please provide for my examination the Management Representation Letter submitted by IVGID management to Davis Farr, LLP regarding the fiscal June 30, 2023 financial statements	4/9/2024		Accounting/ Finance
24-070	10 Minutes	Complete	✓ Monday, March 11, 2024	Kern, Rick	How can I get an update on the status of the IVGID bank reconciliations? I don't want to ambush anyone at the meeting, but I'd like to know if we are now reconciled through February 2024, and if not, thru what month are we reconciled, and the amounts of any outages/discrepancies.	4/1/2024		Accounting/ Finance
24-071	1 hour	Complete	✓ Monday, March 11, 2024	McKowen, Patricia	I am requesting a copy of Chris Nolet's resignation letter as the Chair of the Audit Committee.	3/15/2024		Human Resources
24-072		Complete	✓ Tuesday, March 5, 2024	Craig, Morley	I write to request access to and a copy of service contract for IVGID Household Hazardous waste and electronic waste collection and disposal services (along with vendor submittals to the proposal request) that covers your household hazardous waste service. If you do not have a current contract, please provide copies of invoices related to household hazardous waste service. Time frame requested is from current to previous 2 years. I will expect your response with five (5) business days.	3/12/2024		Public Works
24-073	15 Minutes	Complete	✓ Tuesday, March 5, 2024	Yadav, Kaja;	I write to request access to and a copy of service contract for IVGID Household Hazardous waste and electronic waste collection and disposal services (along with vendor submittals to the proposal request) that covers your household hazardous waste service. If you do not have a current contract, please provide copies of invoices related to household hazardous waste service. Time frame requested is from current to previous 2 years. If your agency does not maintain these public records, please let me know who does and include the proper custodian's name and address.	3/12/2024		Public Works
24-074	15 Minutes	Complete	✓ Monday, February 19, 2024	Miller, Judith	Please provide a list (pdf) Showing the job title, job class (e.g. FYR, PTYR, etc), grade and FTE's for each of the budgeted positions listed for 2023-2024 on pp.549-553 of the 5/25/23 Board Packet. I already have the table of salary levels, but never received the list containing the position title, class, grade and FTE's (like the one	3/11/2024		Human Resources
24-075	45 Minutes	Complete	✓ Tuesday, February 20, 2024	Miller, Judith	IVGID's website states "The Senior Transportation Program is a collaborative effort provided by IVGID Senior Programs, Washoe County, NDOT and RTC." Please provide records evidencing any and all financial contributions from Washoe County, NDOT and RTC specifically for IVGID's Senior Transportation Program since July 1, 2022 to the present.	3/11/2024		Parks, Rec. & Beaches and Finance Department

Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-076	10 Minutes	Complete	✓ Saturday, February 24, 2024	Wells, Kristie	Please provide the exact total that will be paid to Maupin Cox & LeGoy for the investigation they conducted on an employee (reference engagement letters dating November 17, 2023, and December 18, 2023, that were posted in the PRR 24-2).  I would like to know the exact amount billed and what is owed for the completion of this investigation.  I would also like to know how many investigations have been requested by the BoT since June 2020.	3/11/2024		Accounting/ Finance
24-077	10 Minute	Complete	✓ Saturday, February 24, 2024	Wells, Kristie	Please provide the Consulting Agreement and Compensation Plan for Interim Director of Finance, Bobby Magee. I understand IDF Magee, based on his own words, was referred to IVGID by someone at Baker Tilley. Baker Tilley was then paid a \$10,000 "finders fee." I have Erin Feore shared with me that there's an electronic form for an employee to request vacation time. And there's the same for his/her supervisor to approve. And that's what I want to examine. Tim Kelly's requests/approval by his supervisor(s).	3/4/2024		Human Resources
24-078	10 Minutes	Complete	✓ Thursday, February 22, 2024	Katz, Aaron	Please provide all emails, texts and/or other documentation sent to/received by Sara Schmitz, Matthew Dent, IVGID Human Resources, and/or other IVGID Staff or legal counsel regarding public forums, the recall petition, and/or IVGID beaches from June 15, 2023 to August 1, 2023. Please provide all emails, texts, and/or other documentation sent to/received by Sara Schmitz, Matthew Dent Human	2/29/2024		Human Resources
24-079	10 Minutes	In Progress	✓ Thursday, January 11, 2024	Homan, Mick		2/15/2024		General Governance
24-080	30 Minutes	Complete	✓ Friday, April 12, 7737	Schmitz, Sara	Account Creation - Request	2/14/2024		General Governance
24-081	30 Minutes	Complete	✓ Thursday, February 1, 2024	McKowen, Patricia	Human Resources Cliff Dobler File which is now public Record.	2/8/2024		Human Resources
24-082		In process	✓ Tuesday, June 25, 2024	Dobler, Cliff	Please provide for my examination a list of all charges to account 3970BD2601Burnt Cedar Swimming and Toddler Pool resurface for the fiscal year ending June 30, 2023. The amount is \$411,019.10 according to the CIP report.	7/2/2024		Accounting/ Finance
24-083	30 Minutes	Complete	✓ Wednesday, June 26, 2024	Dobler, Cliff	Please provide for my examination a copy of the complete 2nd responsive bid for \$244,300 for the sewer pump station #5 Wetwell and Manhole rehabilitation project. This project was presented to the Board of Trustees on June 6, 2024.	7/27/2024		Public Works



Public Records Request Log

Wednesday, July 3, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-084		Complete	✓ Wednesday, June 26, 2024	Katz, Aaron	So as a follow up public records request, I want to examine writings between any of our staff and anyone on behalf of proponents of the "Incline Open" disc golf tournament announced for Labor Day Weekend, Sep 1, 2024, evidencing:  1. Request to use our disc golf course for this event; 2. Staff's response(s) thereto; 3. The amounts to be paid to the District for exclusive use of our disc golf course; 4. Any donations by or on behalf of the District to be auctioned off/used by the promoters of this event; 5. The represented purposes of the fundraising efforts which benefit the Lake Tahoe region; 6. Who approved this on behalf of the District?			
24-085			✓ Thursday, June 27, 2024	Gumz, Joy	DEPARTMENTS: Finance Dept and Board of Trustees 1) Please provide by email the ACCOUNT DETAIL HISTORY report for fiscal year 2024 to date. Please use the following OPTIONS  Print GL Master Start-of-Year Balances Print GL Master Start-of-Year Balances Print Full GL Account Print JE Comment and Vendor Print Report Options Include Entries Between Dates : 07/01/2023 and 6/30/2024 OPTION: EXPORT TO EXCEL : If the report is defined for a date range and you click Excel, the program displays the Export Filter screen. This screen is used to define the columns to include on the Excel output.  OPTION: EXPORT ALL COLUMNS  <a href="https://help.tylertech.com/EnterpriseERP/2021/gl/Content/Programs/glacthst01.htm?Highlight=account%20detail">https://help.tylertech.com/EnterpriseERP/2021/gl/Content/Programs/glacthst01.htm?Highlight=account%20detail</a>  2) Please provide by email a fiscal year 2024 trial balance report (general ledger balances for ALL accounts – summarized journals and does not show journal detail)  3) Please provide by email any report or interim communications from the forensic auditor Rubin Brown, as well as all management responses. The report is due end of June 2024.  If there are any charges for this public record, please notify me in advance.			Accounting/ Finance
24-086		Partial - In process	✓ Friday, June 28, 2024	catsthelake	May I please have a copy of the contract for the Food and Beverage consultant mentioned at the 6/26 meeting May I please have a copy of the agenda where the above contract came before the Board May I please have all emails between Trustee Schmitz and General Manager Magee for the period of 6/21 to and including 6/28/2024.	7/8/2024		General Governance
24-087			✓ Friday, June 28, 2024	Dobler, Cliff	Please provide for my examination, the final 2024-2025 budget BY VENUE for community services and water, sewer and waste in the utility fund. I do not want just the 4404LGF form	7/8/2024		
24-088			✓ Sunday, June 30, 2024	catsthelake	May I please have a copy of the contract and/or agreement to serve hamburgers and hotdogs on July 4, 2024 at Incline Beach?  Also may I please have all emails, texts, and correspondence related to this partnership?  Finally, I would like to have the agenda of when this partnership went before the Board and public.	7/9/2024		

**Item E.2.**

<b>2024-2025</b>							
<b>Additional IVGID Recreaton Pass</b>	<b>Punch Card</b>	<b>Punch Card No Beach</b>	<b>Purchased Punch Card</b>	<b>IVGID Rec Passes</b>	<b>IVGID Rec NO BEACH</b>	<b>Total Cards</b>	<b>Notes</b>
<b>98</b>	<b>7711</b>	<b>67</b>	<b>654</b>	<b>1771</b>	<b>13</b>	<b>10314</b>	<b>June 1st -July 1st</b>
<b>2023-2024</b>							
<b>Additional IVGID Recreaton Pass</b>	<b>Punch Card</b>	<b>Punch Card No Beach</b>	<b>Purchased Punch Card</b>	<b>IVGID Rec Passes</b>	<b>IVGID Rec NO BEACH</b>	<b>Total Cards</b>	<b>Notes</b>
<b>310</b>	<b>11366</b>	<b>24</b>	<b>1889</b>	<b>7304</b>	<b>179</b>	<b>21072</b>	<b>June 1st- April 31st</b>
<b>2022-2023</b>							
<b>Additional IVGID Recreaton Pass</b>	<b>Punch Card</b>	<b>Punch Card No Beach</b>	<b>Purchased Punch Card</b>	<b>IVGID Rec Passes</b>	<b>IVGID Rec NO BEACH</b>	<b>Total Cards</b>	<b>Notes</b>
<b>232</b>	<b>10411</b>	<b>192</b>	<b>1303</b>	<b>5510</b>	<b>176</b>	<b>17824</b>	<b>June 1st- April 31st</b>
<b>2021-2022</b>							
<b>Additional IVGID Recreaton Pass</b>	<b>Punch Card</b>	<b>Punch Card No Beach</b>	<b>Purchased Punch Card</b>	<b>IVGID Rec Passes</b>	<b>IVGID Rec NO BEACH</b>	<b>Total Cards</b>	<b>Notes</b>
<b>209</b>	<b>11747</b>	<b>176</b>	<b>1337</b>	<b>5772</b>	<b>201</b>	<b>19442</b>	<b>June 1st- April 31st</b>
<b>2020-2021</b>							
<b>Additional IVGID Recreaton Pass</b>	<b>Punch Card</b>	<b>Punch Card No Beach</b>	<b>Purchased Punch Card</b>	<b>IVGID Rec Passes</b>	<b>IVGID Rec NO BEACH</b>	<b>Total Cards</b>	<b>Notes</b>
<b>264</b>	<b>13264</b>	<b>219</b>	<b>2088</b>	<b>7485</b>	<b>236</b>	<b>23556</b>	<b>June 1st- April 31st</b>
<b>2019-2020</b>							
<b>Additional IVGID Recreaton Pass</b>	<b>Punch Card</b>	<b>Punch Card No Beach</b>	<b>Purchased Punch Card</b>	<b>IVGID Rec Passes</b>	<b>IVGID Rec NO BEACH</b>	<b>Total Cards</b>	<b>Notes</b>
<b>167</b>	<b>11959</b>	<b>219</b>	<b>212</b>	<b>3788</b>	<b>105</b>	<b>16450</b>	<b>June 1st- April 31st</b>

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# NOTICE OF MEETING

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The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on December 13, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

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

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A. PLEDGE OF ALLEGIANCE\*

B. ROLL CALL OF TRUSTEES\*

C. INITIAL PUBLIC COMMENTS - *Remarks by speakers during any public comment period shall be limited to three (3) minutes each. The Board Chair reserves the right to reduce the time allowed for public comment so long as such reduction is clearly communicated prior to the commencement of the comment period. Each individual's right to comment is subject to reasonable time, place, and manner restrictions as set forth in Board policy and this agenda statement. Public comments must be addressed to the Board Chair only, and not to staff or other attendees. No person may allocate their unused public comment time to any other person. The Chair may prohibit a person from continuing to make a public comment if it becomes clear that the content of the comment is a topic that is not relevant to or within the authority of the Board, or if the content of the comment is willfully disruptive of the meeting by being repetitious or interfering with the rights of other speakers. Any restriction on public comment for these reasons must be viewpoint neutral. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (for possible action)

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

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

E. REPORTS TO THE BOARD - *Reports are intended to inform the Board and/or the public.*

1. **SUBJECT:** Interim General Manager's Monthly Status Report

2. **SUBJECT:** Receive a verbal report and update on the General Manager recruitment status. (Presented by the Director of Human Resources Erin Feore)

3. **SUBJECT:** Receive a report and update on the Beach Season wrap-up.

4. **SUBJECT:** Treasurers Report - October 2023 Activities District Treasury Report.

F. CONSENT CALENDAR (for possible action) - *These items are expected to be routine and non-controversial. The Golf Advisory Committee will act upon them at one time without discussion. Any Committee member, staff member, or interested party may request that an item be removed from the consent calendar for discussion.*

1. **SUBJECT:** Approval of the Meeting Minutes for November 8, 2023

2. **SUBJECT:** Review, discuss and possibly approve a contract time extension with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 project.

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## Incline Village General Improvement District

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

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

[www.yourtahoepace.com](http://www.yourtahoepace.com)



# 2023 Beach Operations



One District ~ One Team



## 2023 Beach Season Highlights - Operations

- Continuing with limited beach access methods: IVGID Recreation Pass, Punch Cards, and guest with pass holder present, paying with a credit card
- Beach gate operating days (minimal closures) – open April 15 – April 30 weekends only due to staffing and weather. Open full time beginning May 1 through Oct 15.
- Extended weekend & holiday preferred parking at Incline & Burnt Cedar beaches for IVGID Recreation pass holders
- F&B Concessions done in-house
- Addition of a \$15 one-way ramp use fee
- Implementation of round-trip ramp use retrieval cards
- Returning staff rate was 41%



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## 2023 Beach Season Highlights – Operations (Continued)

- Wednesday & Friday Music on the Beach, provided by Incline Spirits, continues to be a locals favorite
- Lifeguard & Beach Host staffing challenges continue
- Boat launching services at Ski Beach were uninterrupted; continuing into fall/winter
- Increased focus on preservation of Incline & Third creeks
- More incident report training and overall usage of said reports
- Seamless communication between Beaches, Parks, and Rec Center staff
- Ambassadors scheduled during entirety of Beach Host hours
- Technology: Year-round launching via Calendly, AlertMedia app for ambassadors, cell phone usage for ambassadors year-round and leads seasonally



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## Visit Comparison 2017 – 2023

### Operating Days

- 2017 - 142
- 2018 - 141
- 2019 - 142
- 2020 - 183
- 2021 - 167
- 2022 - 185
- 2023 - 166

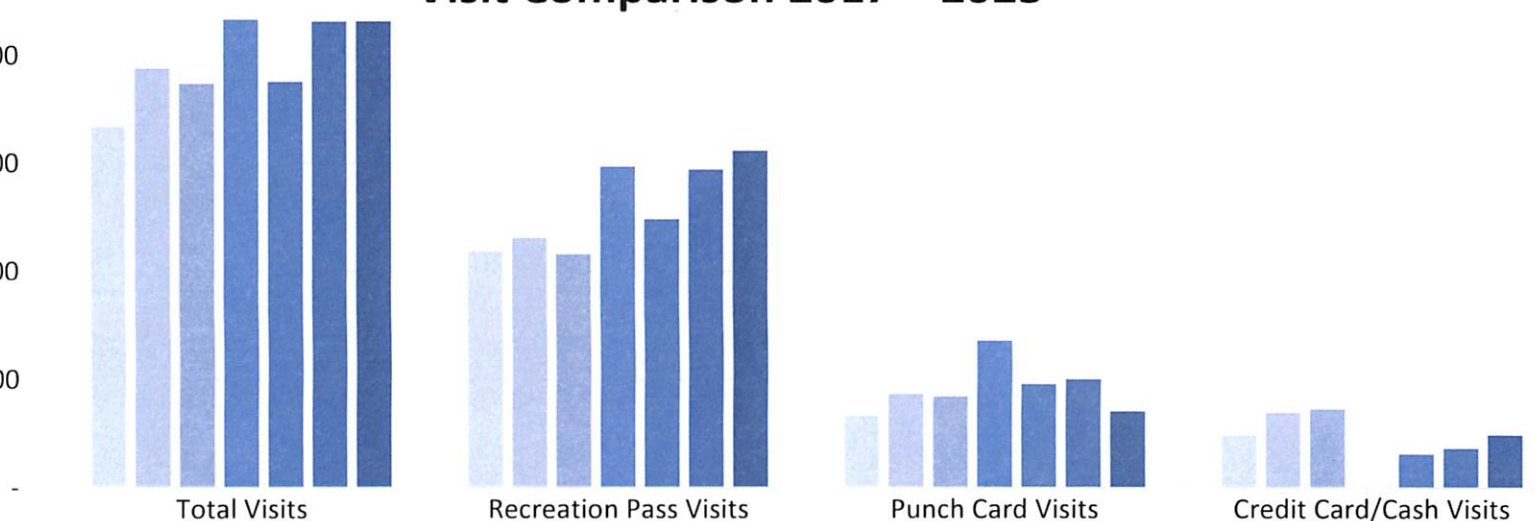
250,000

200,000

150,000

100,000

50,000



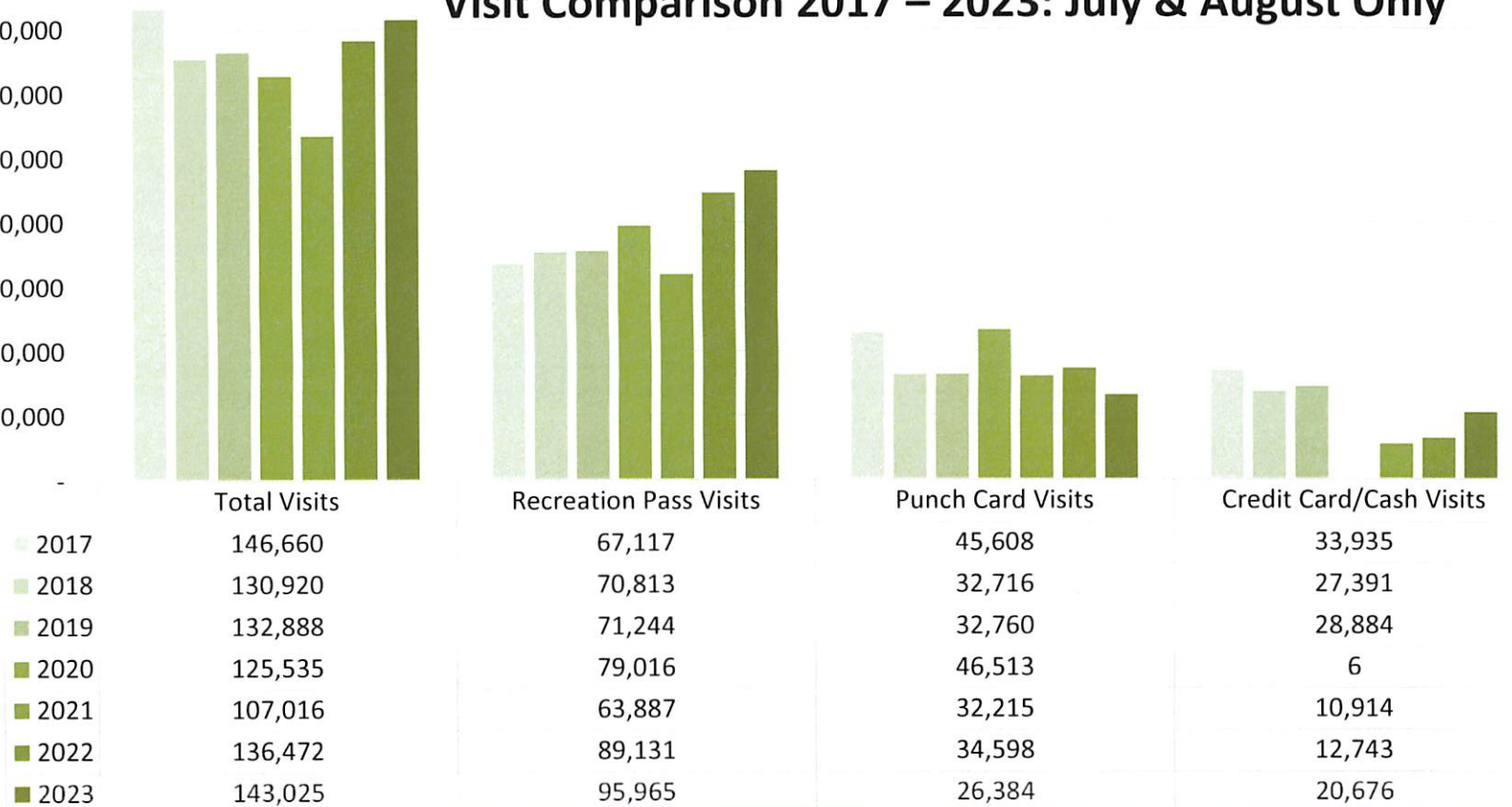
	Total Visits	Recreation Pass Visits	Punch Card Visits	Credit Card/Cash Visits
2017	167,351	109,564	33,544	24,243
2018	194,230	115,645	43,559	35,026
2019	187,098	108,174	42,312	36,612
2020	216,743	148,586	68,034	123
2021	188,012	124,270	48,119	15,623
2022	215,811	147,271	50,301	18,239
2023	215,969	155,947	35,542	24,479



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160,000  
140,000  
120,000  
100,000  
80,000  
60,000  
40,000  
20,000  
-

### Visit Comparison 2017 – 2023: July & August Only

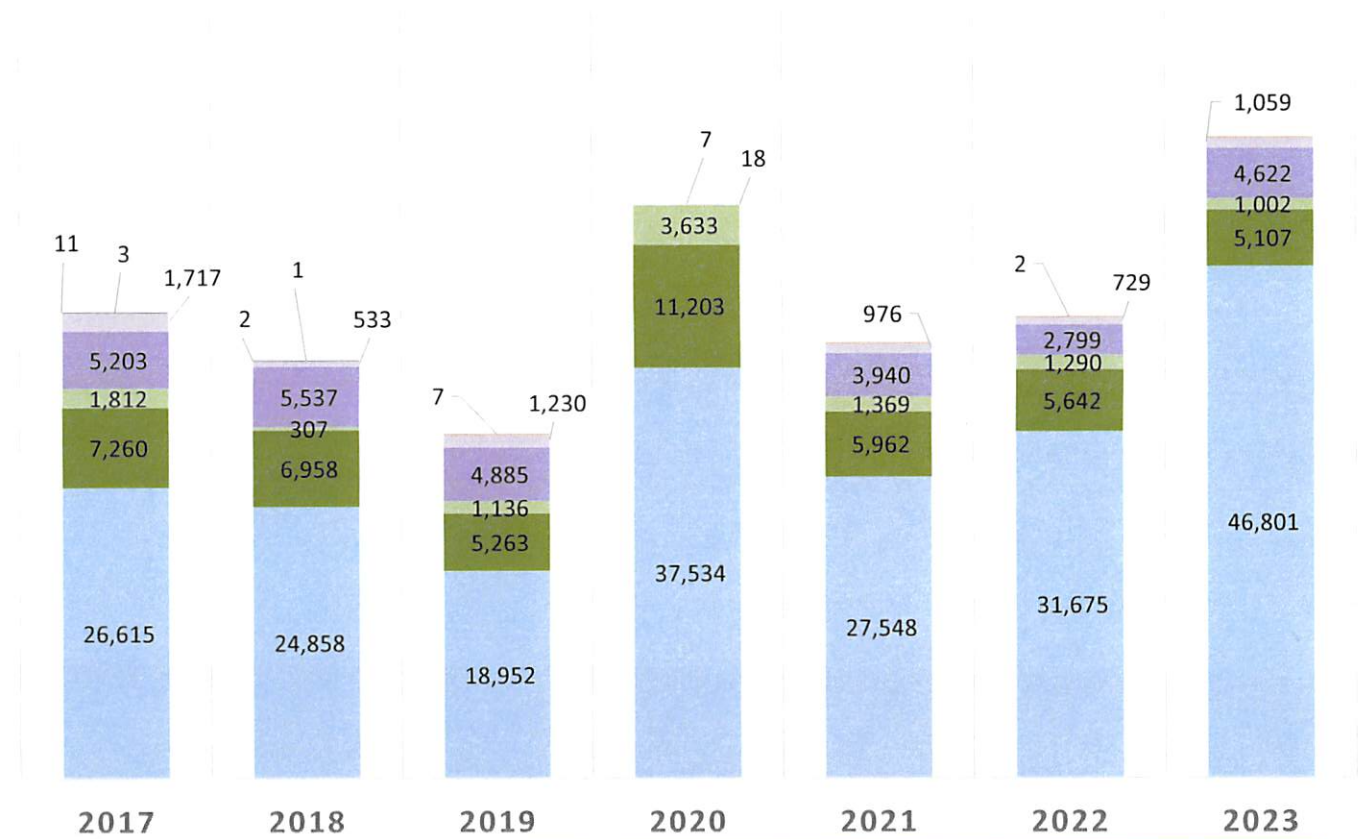


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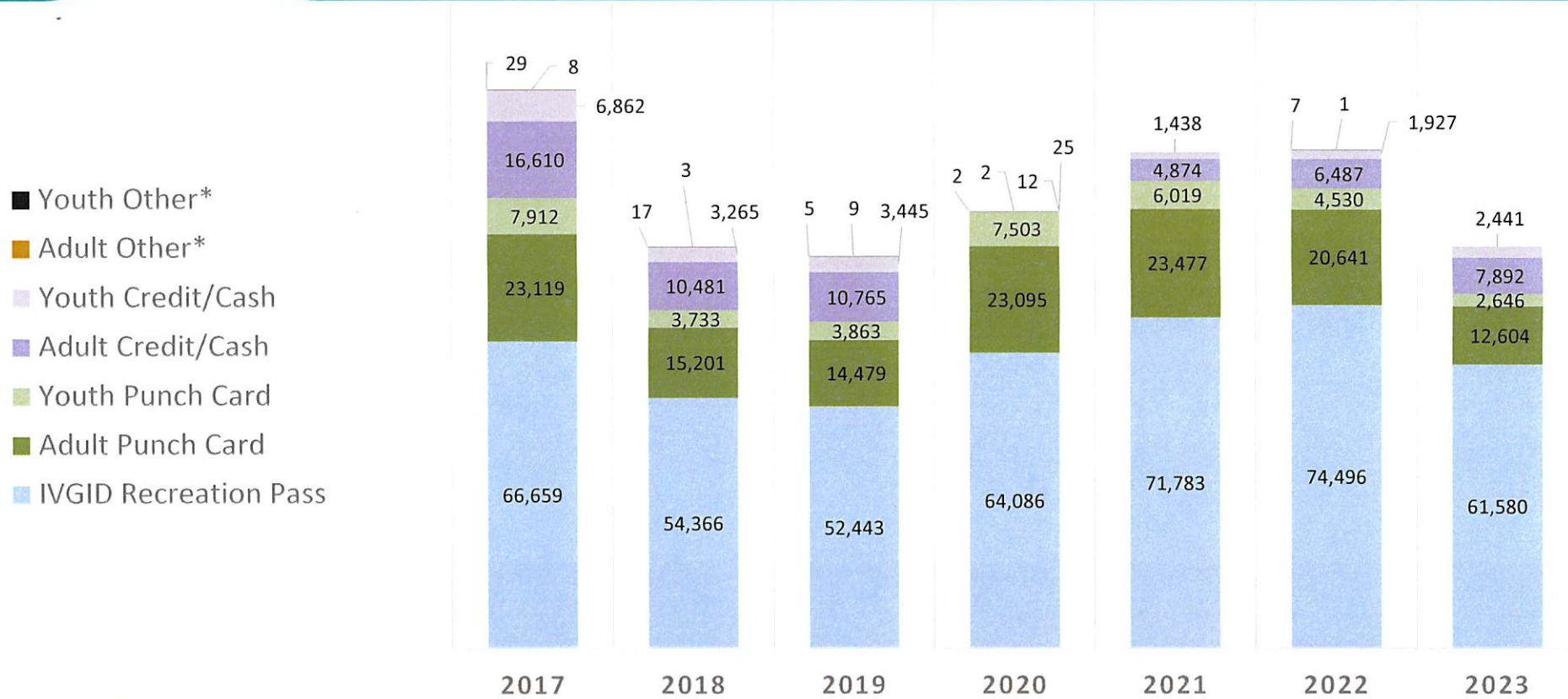
## Ski Beach Visits by Year

- Youth Other\*
- Adult Other\*
- Youth Credit/Cash
- Adult Credit/Cash
- Youth Punch Card
- Adult Punch Card
- IVGID Recreation Pass



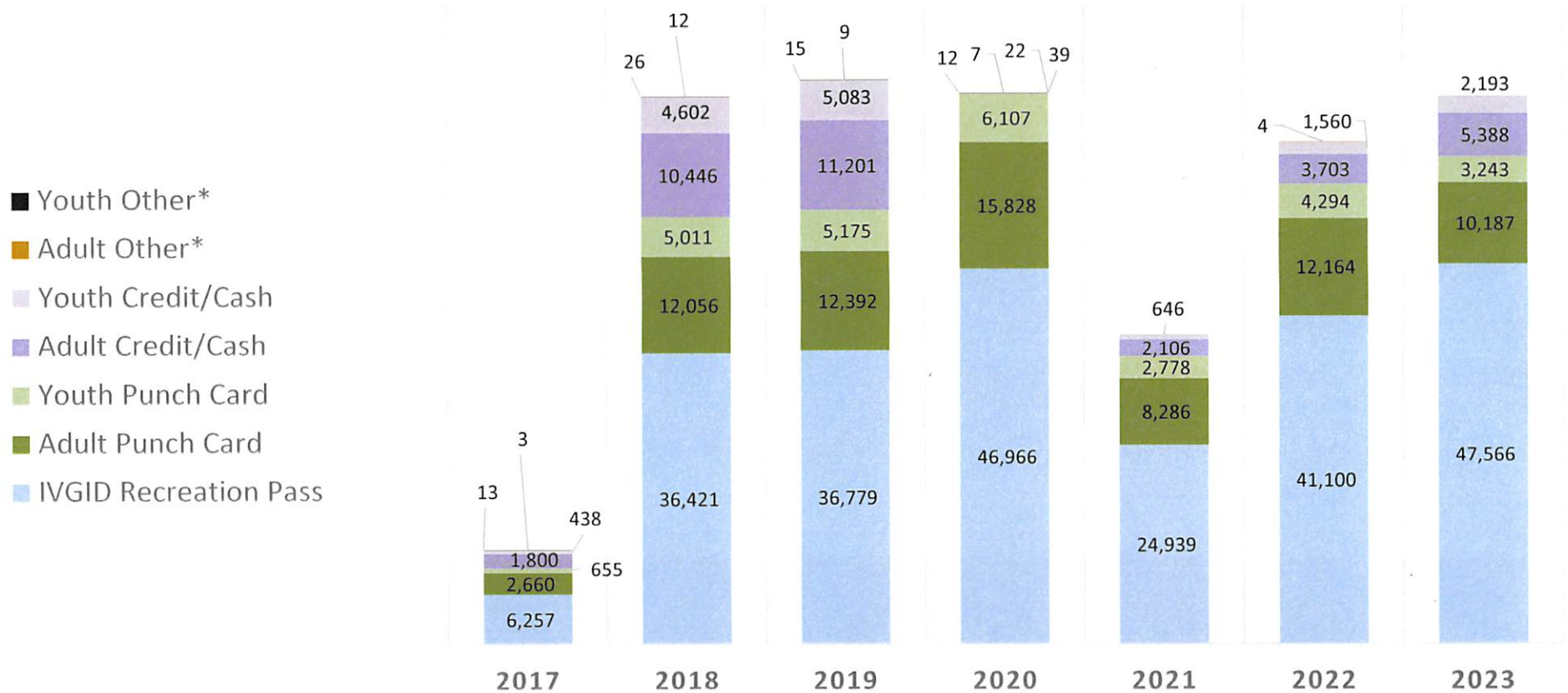
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## Incline Beach Visits by Year



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## Burnt Cedar Beach Visits by Year



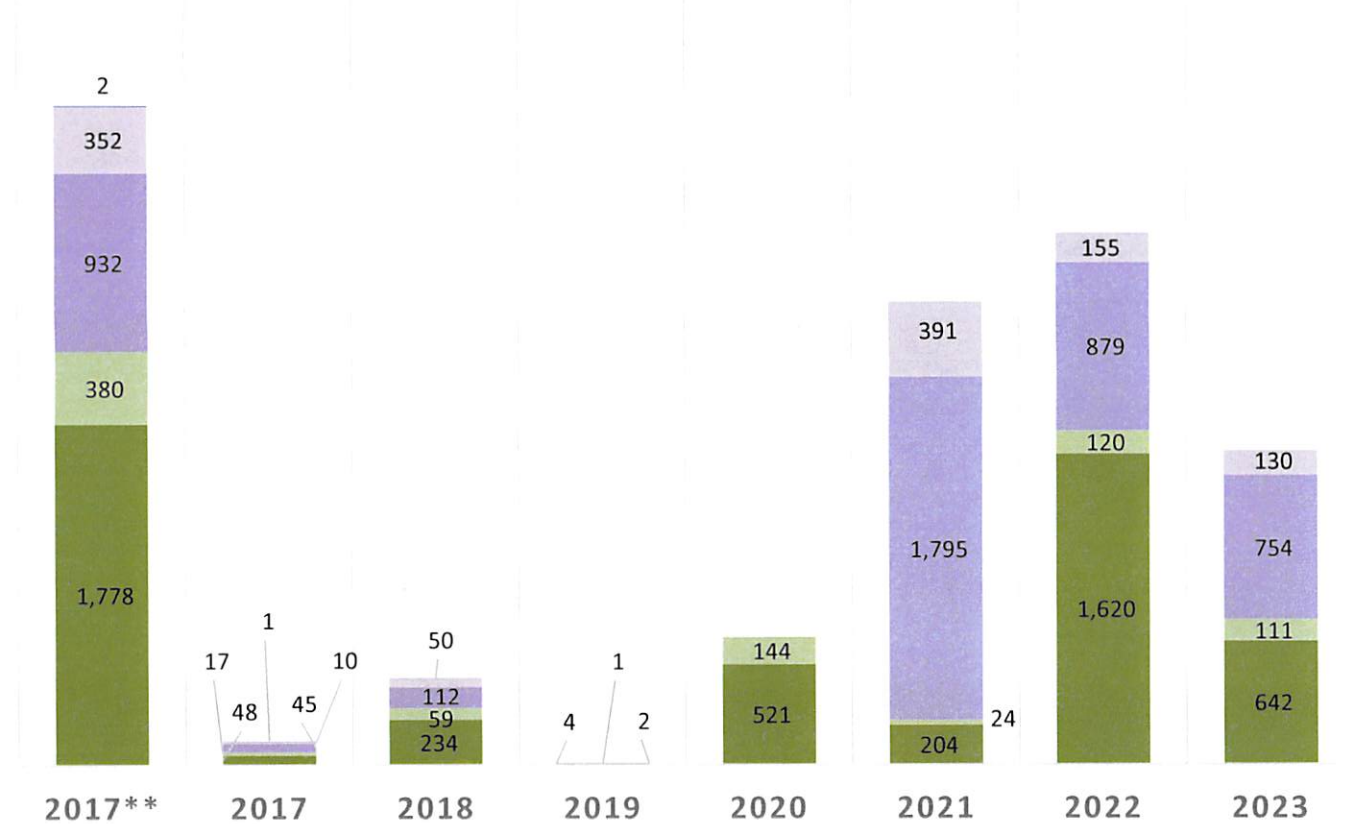
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## Recreation Center Visits and "Beach" by Year

Group Picnic Tallies, 4<sup>th</sup> of July Station, any other transactions at the Rec Center

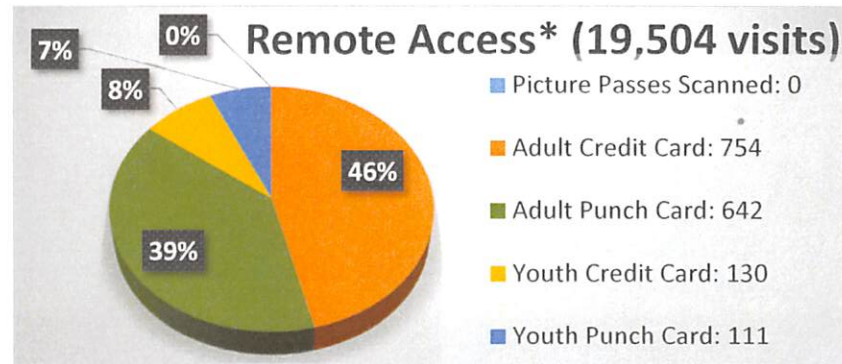
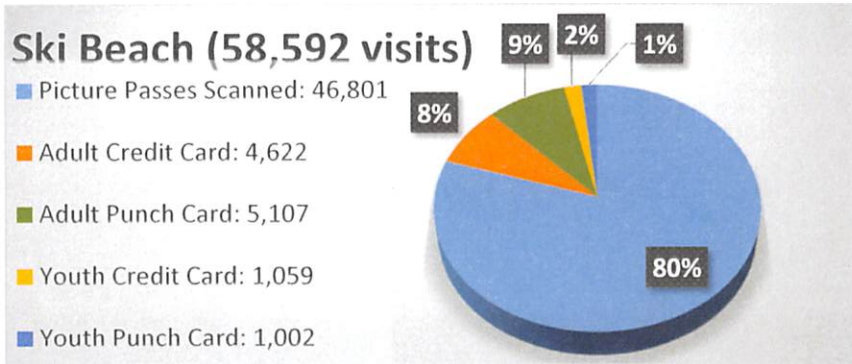
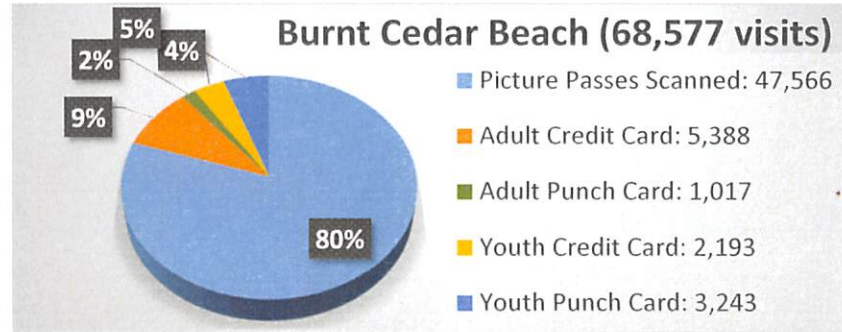
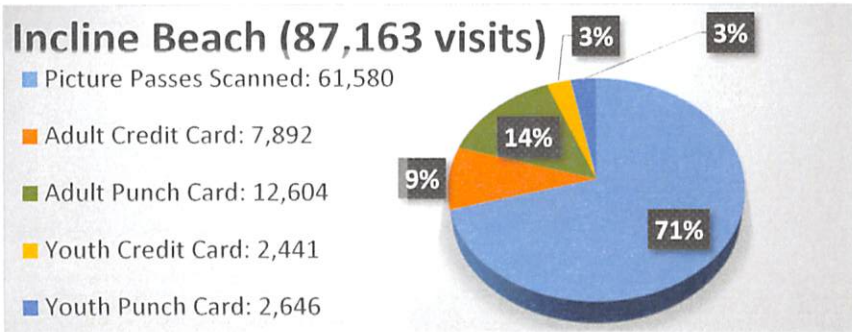
- Adult Other\*
- Youth Credit/Cash
- Adult Credit/Cash
- Youth Punch Card
- Adult Punch Card

\*\*"Beach" location.  
10,033 Pass holder scans



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## 2023 Beach Visits by Location

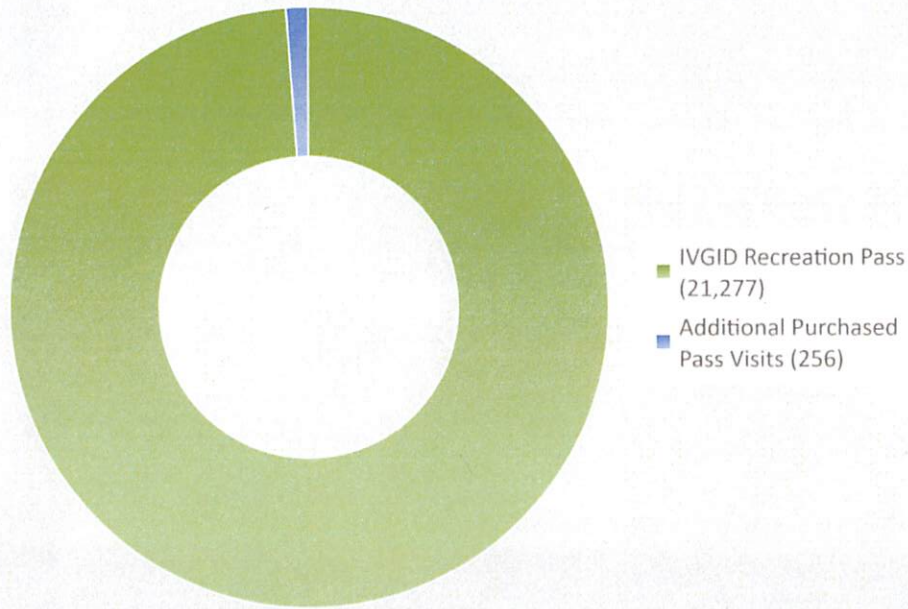


\*Aspen Grove July 4<sup>th</sup> Remote Station, Group Picnic Reservation Tallies Paid at the Rec Center

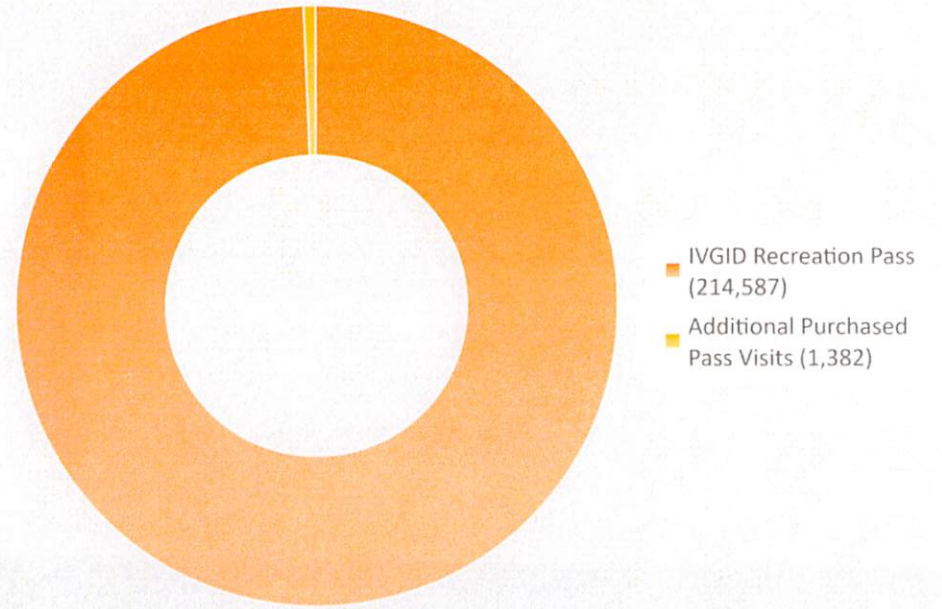
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## Additionally Purchased IVGID Recreation Passes

### IVGID Recreation Passes Active in 2023

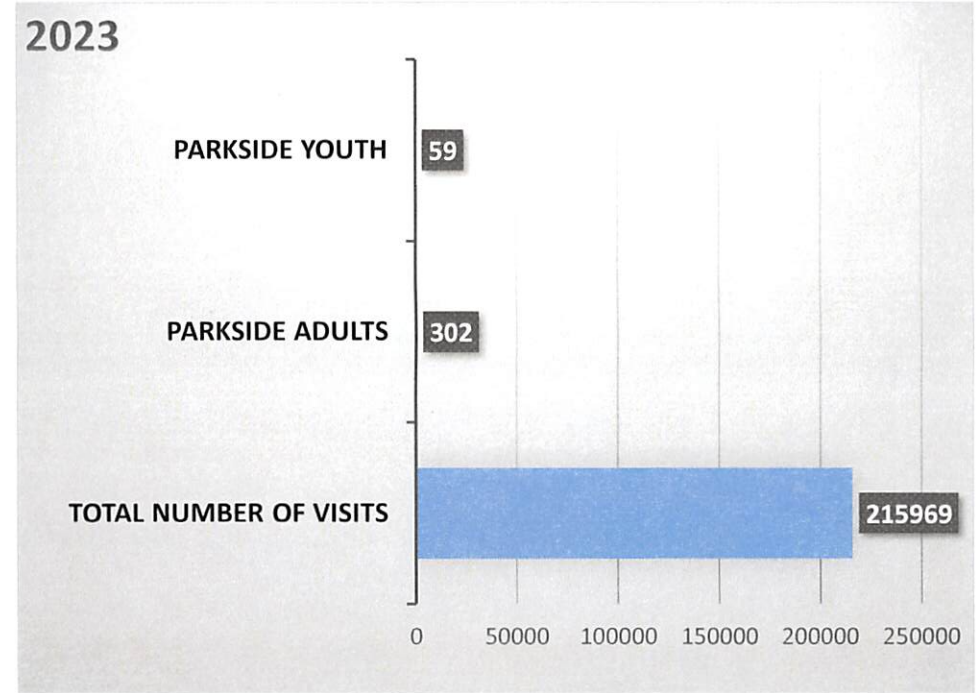
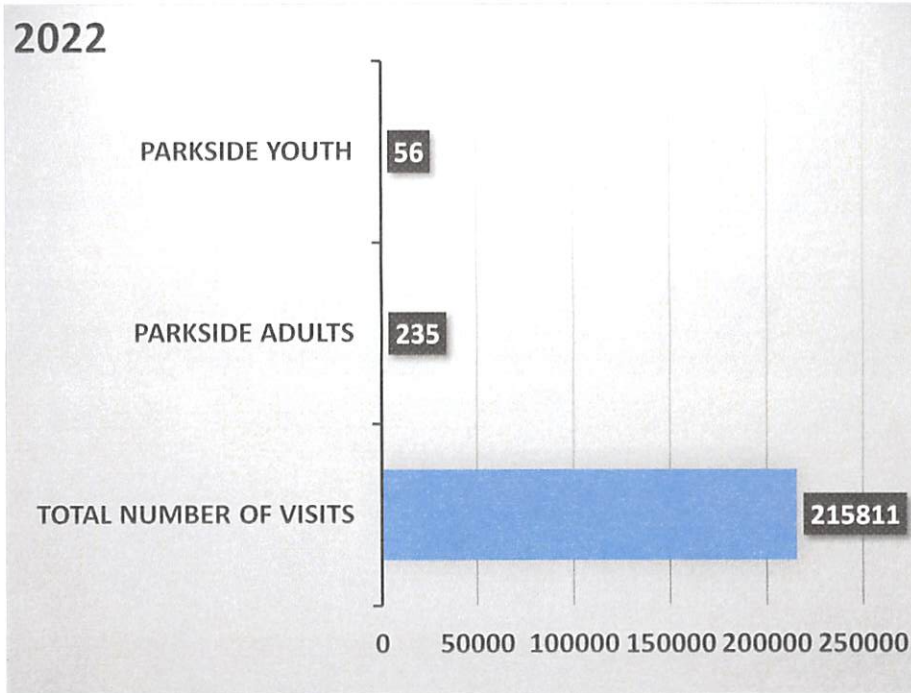


### IVGID Recreation Pass Scans



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## Parkside Inn Visits 2022 - 2023

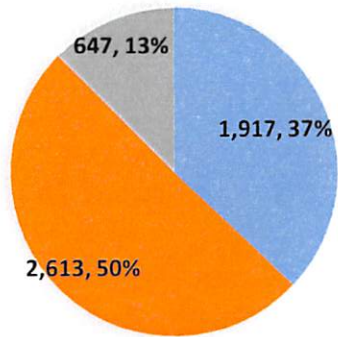


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### Summer Operating Days

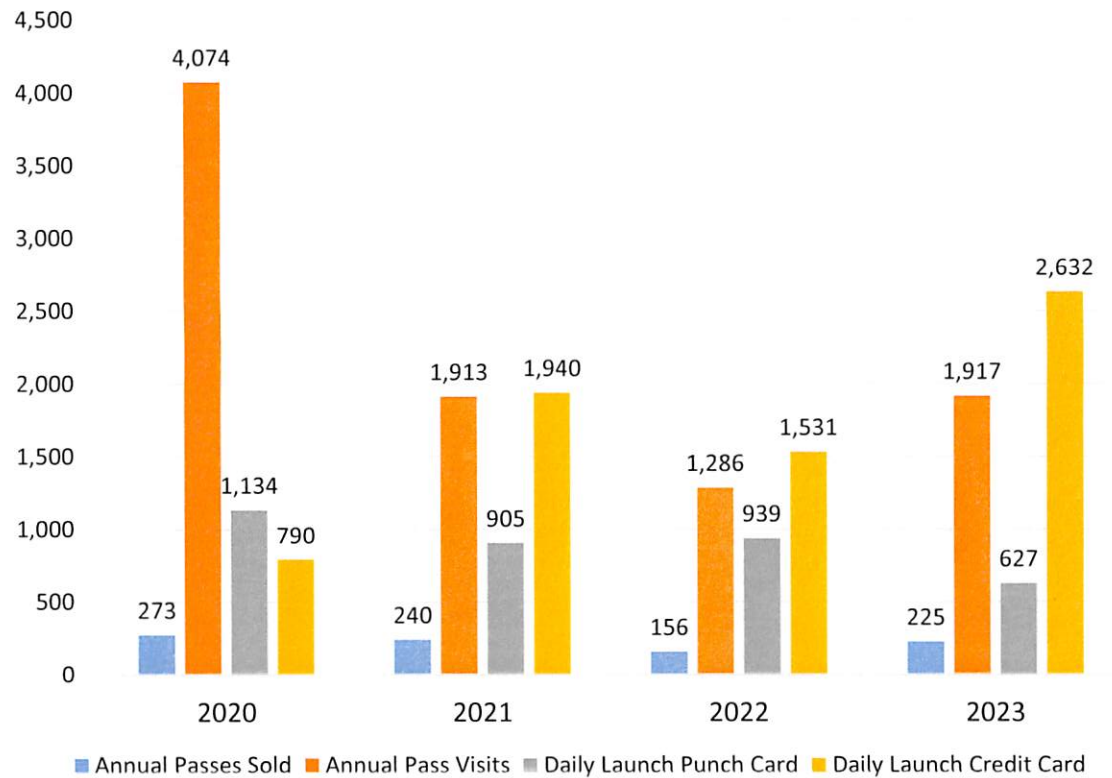
2020: 183 days  
 2021: 169 days  
 2022: 198 days  
 2023: 200 days

### 2023 Boat Launches



■ Annual Pass Swipes   ■ Round-Trip Ramp Use  
 ■ One-Way Ramp Use

### Boat Launch Visits 2020-2023

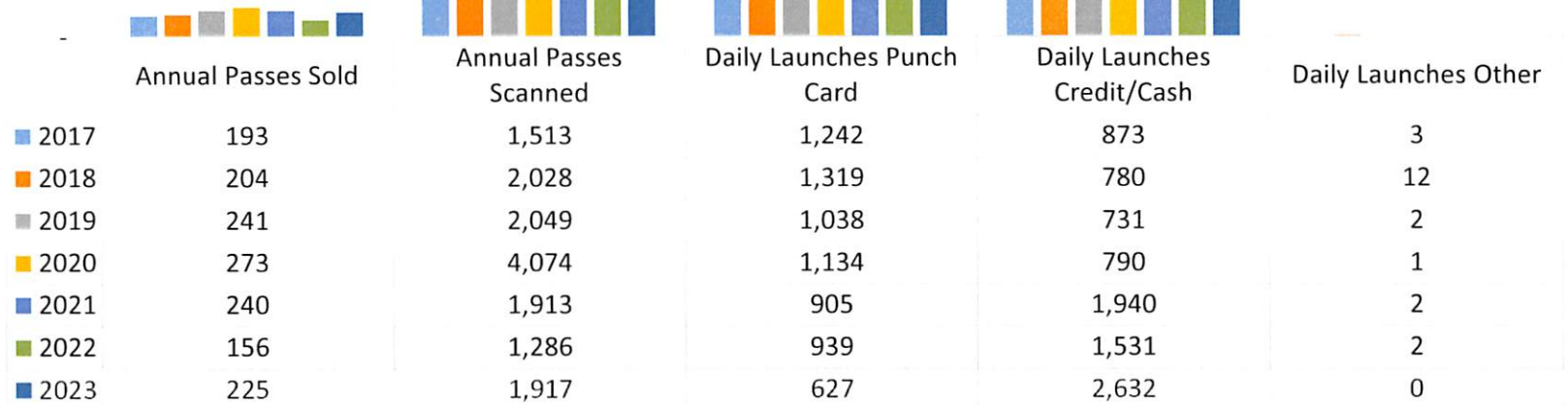


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4,500  
4,000  
3,500  
3,000  
2,500  
2,000  
1,500  
1,000  
500  
-

### Launch Comparison 2017 – 2023



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## Proposed Beach Operations Improvements

- Adjust family tree to potentially include grandchildren in the first degree (Ord 7 Revision)
- Full-time year-round Ambassador positions – benefitted
- Fine tune onboarding process for Beach Hosts; Higher level training opportunities for Ambassadors
- Stronger compliance with TRPA in reference to kayak and paddleboard locations
- Improved patron communication on issues such as pool closures, lifeguards off duty, fire restriction on red flag days, weather related impacts, etc.



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## 2023 Potential Operational Enhancements


- Require a guest list for Group Picnic reservations at the beaches
- Due to the New Zealand Mudsail invasion in South Lake Tahoe, operations at the boat ramp may need to be adjusted. We will continue to communicate with TRPA and implement any changes necessary to ensure the health of the lake
- Expand on incident report tracking and implement training for newly revised incident reports



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Thank You!!



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1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 Live and Via Zoom  
12  
13 Held at the Boardroom  
14 893 Southwood Boulevard  
15 Incline Village, Nevada  
16  
17 Friday, May 31, 2024  
18  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 44

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR (via Zoom)  
5 MATTHEW DENT, VICE CHAIR (via Zoom)  
6 MICHAELA TONKING, SECRETARY  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
14  
15 -o0o-  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 INDEX 3  
2 PAGE  
3 A. PLEDGE OF ALLEGIANCE 4  
4 B. ROLL CALL OF TRUSTEES 4  
5 C. INITIAL PUBLIC COMMENTS 5  
6 G. GENERAL BUSINESS  
7 G 2. Fiscal Year 2024/20-25 Recreation Roll 127  
8 G 3.A and B Final Budget Adoption,  
9 Central Service Cost Allocation Approval 14  
10 H. FINAL PUBLIC COMMENTS 144  
11 I. ADJOURNMENT 147  
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25

1 Incline Village, Nevada - 5/31/2024 - 6:00 P.M. 4  
2 -o0o-  
3  
4 CHAIR SCHMITZ: (Zoom audio starts here)  
5 continuation of the Village General Improvement  
6 District Board of Trustees public hearing related to  
7 the budget. We will begin the meeting with the  
8 Pledge of Allegiance.  
9 A. PLEDGE OF ALLEGIANCE  
10 (Pledge of Allegiance.)  
11 B. ROLL CALL OF TRUSTEES  
12 CHAIR SCHMITZ: With that, we'll do a roll  
13 call of the trustees.  
14 Trustee Tulloch?  
15 TRUSTEE TULLOCH: Present.  
16 CHAIR SCHMITZ: Trustee Noble?  
17 TRUSTEE NOBLE: Here.  
18 CHAIR SCHMITZ: Trustee Tonking?  
19 TRUSTEE TONKING: Here.  
20 CHAIR SCHMITZ: Trustee Dent?  
21 TRUSTEE DENT: Here.  
22 CHAIR SCHMITZ: And myself, Trustee  
23 Schmitz, so we have the entire Board on Zoom or in  
24 person.  
25 We will kick off the meeting with initial

5

1 public comments, limited to three minutes.

2 C. INITIAL PUBLIC COMMENTS

3 MR. KATZ: Good evening. Aaron Katz,

4 Incline Village. I've given a written statement to

5 be attached to the minutes of the meeting.

6 I'm going to talk about the central

7 services costs plan because it's not separate public

8 hearing. NRS 354.613 prohibits cash transfers from

9 a local government's enterprise funds to its general

10 fund unless the transfers represent a cost

11 allocation for employees, equipment, or other

12 resources related to the purposes of the enterprise

13 fundies from which transfers with supposed to be

14 made surprise.

15 So, surprise, because our staff refused to

16 live within their financial means, they take money

17 from our enterprise funds, and what do we label

18 them? Central service transfers. That don't mean

19 that's what these transfers really represents.

20 Their nothing short of a financial subsidy for

21 intentional overspending for all of kinds of

22 expenses assigned to the general fund, primarily

23 personnel.

24 Nevertheless, here staff have proposed no

25 such plan. They've come up with nothing more than a

6

1 one-page spreadsheet summary, no justifications as

2 the NAC mandates. There's nothing for the Board to

3 approve.

4 Assumed you disagree with me because, Ms.

5 Schmitz, the ends justify the means, the plan fails

6 for least two reasons:

7 First, it's untimely. NAC 354.8668 7 A

8 instructs those plans must be submitted before the

9 date on which the local government submits its

10 tentative budget. April 15. Here, we're a day late

11 and a dollar short.

12 Second, the plan does not make an

13 equitable distribution of all general overhead

14 administrative and similar expenses as NRS 354.613 A

15 mandates.

16 To satisfy this requirement, NAC 354.8668

17 and 867 tell us allocated costs must be necessary

18 and reasonable, must have been allocated in a manner

19 that provides for equitable distribution, have only

20 been allocated for services and property that are

21 assignable or chargeable to the cost objectives of

22 the enterprise fund, and are documented adequately

23 for independent verification.

24 Determining whether a cost is reasonable,

25 consideration must be given, whether it's a type

7

1 generally recognized as ordinary and necessary.

2 Whether it's consistent with sound business

3 practices. The market prices for comparable

4 services or property, whether the person's incurring

5 the cost have acted with prudence under the

6 circumstances on their duties or to the general

7 public.

8 When one applies these requirements to

9 Mr. Cripps' plan, one immediately sees -- I'll

10 continue later. Thank you.

11 MR. NOLET: Good evening. Chris Nolet,

12 Lakeshore Boulevard.

13 I'm going to be incredibly brief tonight.

14 For all of those of you who follow these things, I

15 believe this meeting date was only put on the

16 website a couple hours ago, so I don't know if that

17 qualifies as timely posting for the meeting. I'll

18 let you guys figure all that out.

19 My other suggestion for tonight is once

20 you get into the budget, think about a way kind to

21 of do a rapid assessment of where you're at, with

22 the goal of not punishing yourselves for another

23 three or four hours and the community as well. I

24 don't know if Sara took the lead today working with

25 staff, if she could do a summary of what's been

8

1 accomplished and of the three or four most

2 substantially financial -- financially difficult

3 questions you all are facing, what kind of progress

4 was made, then you can make a determination as to

5 whether to invest the other hours necessary to

6 hopefully get to budgeted option tonight.

7 Thank you.

8 MS. CARS: Good evening, Trustees. Linda

9 Cars, Lariat Circle.

10 I have a couple of comments. I really wish

11 that somehow all the citizens in the community would

12 stop disparaging each other. It's really

13 heartbreaking. And anybody that listens to it, it's

14 awful. And as the Board Chair, Sara, I hope you

15 would, sometime before the end of your tenure,

16 consider telling people not to be disparaging or

17 cutting them off.

18 Now, I gave a lot of hard thought, I

19 looked at budgets today, and it's very complicated

20 if you're not in the weeds on it. Here's a

21 suggestion to save some money. You don't have a

22 director of finance right now and you have that

23 budgeted, but we have a former interim director of

24 finance sitting right here. He's making a lot of

25 money, why doesn't he assume that job part time, and

9

1 then maybe some of the people that were presenting,  
 2 at least one of them last night, I felt so bad for  
 3 him. It was embarrassing, and for us, watching how  
 4 he was not supported by the people who should have  
 5 supported him. Clearly he was new to budgets, he  
 6 didn't understand it, and he had no support.

7 So why don't you, Mr. Magee, support them  
 8 as a director of finance, and then do the GM job  
 9 part time. And then that will save you a bunch of  
 10 money.

11 That's all I have to say. Thank you. A  
 12 recommendation.

13 MR. DOBLER: Cliff Dobler, 995 Fairway.  
 14 If you're getting paid a lot of money, you  
 15 should know your stuff, and you shouldn't have to  
 16 need support because you know it.

17 I wanted to talk about this water fund a  
 18 little bit. I was kind of bothered when I went home  
 19 last night and started thinking about it, about how  
 20 terribly under water this fund is. And then I  
 21 noticed the packet I picked up, which is unnumbered,  
 22 there were no changes to it, and I had thought  
 23 yesterday you were discussing about increasing the  
 24 rates for the upcoming fiscal year to start covering  
 25 some of this \$2.5-million losses.

10

1 What I'm more concerned about this,  
 2 though, this DOWL report that was done and delivered  
 3 almost two years -- keep in mind it cost \$450,000,  
 4 you could buy a couple hats with that -- and one of  
 5 largest items that they recommend to be done  
 6 immediately is this booster pump station  
 7 construction, which has a five-year goal to build a  
 8 \$20-million facility.

9 Now, I have no idea how important it is, I  
 10 have no idea what, but the idea is if it's in the  
 11 report by DOWL, it would seem to me that the  
 12 engineering department that asked for the report  
 13 would turn around and maybe have had in the last, I  
 14 don't know, three months a little report on the DOWL  
 15 report, rather than report card that did A, B, C, D.  
 16 I mean, I thought we were going to grade school. I  
 17 didn't know. But it just seems to me that we ought  
 18 to have some understanding about this booster pump  
 19 station about how serious is it really in the  
 20 overall idea of delivering water and sewer,  
 21 especially water.

22 Now, the other thing I was thinking about  
 23 is every two years I think you're supposed to do a  
 24 strategic plan. And, of course, the two years have  
 25 expired and nothing was done last year, so sometimes

11

1 you guys ought to think about possibly having a  
 2 strategic plan rather than winging it like we've  
 3 been doing the last five days.

4 I'll see ya. Bye.

5 TRUSTEE TULLOCH: Any more public comments  
 6 in the room?

7 Seeing none, we'll go to the phone.

8 MR. WRIGHT: Frank Wright, Crystal Bay.  
 9 I have been a resident of Incline/Crystal  
 10 Bay for 46 years, and in the 46 years, I have never  
 11 that I know of seen this board make drastic cuts or  
 12 any kind of cuts in staff. Right now, we're under  
 13 water. We have people that pretty much sit around  
 14 and do nothing all day except come every month and  
 15 get their paycheck. I'm not sure of their purpose.  
 16 I'm not sure of their function. And I know some of  
 17 the staff have done things they shouldn't have done,  
 18 some have left, some are still here, that there is  
 19 no analysis or HR study to cut the budget of  
 20 staffing, which includes high-end salaries for  
 21 people who aren't really competent and for people  
 22 who are collecting all kinds of fringe benefits.  
 23 It's shocking.

24 So, like I said, 46 years, I've never seen  
 25 the Board ever cut anything. How long can that go

12

1 on? And under Winquest, he went around and gave  
 2 everybody bigger titles and bigger paychecks. No  
 3 one said anything, just keep on rolling.

4 Now we're in a situation where we have to  
 5 come up with money. So where are you going to get  
 6 it from? Well, let's see, let's do a rec fee, let's  
 7 let the people who live here pay even more money  
 8 than they should have to. But, wait, didn't some of  
 9 the people in the community complain that their  
 10 insurance cost are going up and it's really tight  
 11 times for them? Did we listen to them? Did we hear  
 12 what they that had to say? Did their statements on  
 13 financial problems bother you at all? Are we going  
 14 to raise our utility rates, raise our recreation  
 15 rates? Sure. Because we don't care about the  
 16 people who live here. And when they come to you and  
 17 they ask for help, what you do is you keep these  
 18 employees sitting around doing nothing every day,  
 19 and you charge the people who live here more money.

20 It doesn't make a lot of sense to me, it  
 21 doesn't seem very fair, and it doesn't seem very  
 22 hospitable.

23 I went up to pay my utility bill about one  
 24 o'clock in the afternoon, 1:30, and as I drove in, I  
 25 parked behind the utility building and I noticed

13

1 there was about -- gee, it seemed like 15 to 18  
 2 trucks just backed in sitting there. Well, most of  
 3 the places I go to where I see work trucks that  
 4 belong to IVGID or the utility company, their out on  
 5 the road doing their job, they're doing something.  
 6 What were the people that are supposed to be driving  
 7 those things doing? Are they off for the day?  
 8            Anyway, I think we need some help here,  
 9 and I think you guys passing a rec fee tonight would  
 10 be absolutely intolerable.  
 11            Thank you.  
 12            MR. BELOTE: That was the last caller in  
 13 the queue.  
 14            CHAIR SCHMITZ: Moving on with our agenda.  
 15 I have request for my colleagues and also legal  
 16 counsel on the agenda, we have remaining item G 2  
 17 and G 3. G 2 is the rec roll, G 3 is the budget,  
 18 which includes central services cost allocation. I  
 19 would like to address G 3 prior to G 2.  
 20            Is that acceptable?  
 21            MR. RUDIN: There's not a legal issue.  
 22            CHAIR SCHMITZ: Then open up the public  
 23 hearings, with G 3 being first, and then close that  
 24 public hearing and then reopen G 2; is that correct?  
 25            MR. RUDIN: Yes, you could do that.

15

1 what is being proposed for tonight. Am I correct on  
 2 that or not? So if it is what it's proposed, then  
 3 the question is, there's two lines -- two columns  
 4 "Budget Proposed," and "Budget Update," so what is  
 5 it? Is it the update that we're working on or is it  
 6 on the proposed? Nobody's going to answer that of  
 7 course.  
 8            So I guess what I have to do is -- because  
 9 the roll up was put on two separate sheets of paper  
 10 with no headers, I gotta look backwards to find out  
 11 what the budget update is, and it's fourth from the  
 12 right. We're showing that we're going to have a rec  
 13 fee for \$6.2 million, and the District, wide, will  
 14 lose \$795,000. Okay? That is closing a gap from  
 15 where we were, I think, yesterday or the day before  
 16 where the losses were expected to be 7,588,000. So  
 17 it would seem that prudent people might suggest that  
 18 we can have it -- a budget and just not do any  
 19 capital improvements and let that just deteriorate  
 20 for another year as it has done in the last eight to  
 21 ten years, and then we'll have a pipeline that was  
 22 going to cost 23 million cost 63 million, and it'll  
 23 work throughout the system.  
 24            But it boils down to one simple thing:  
 25 That you take a look at wages and benefits, and

14

1            G 3. Fiscal '24/'25 Budget  
 2            CHAIR SCHMITZ: I don't have the script in  
 3 front of me, so we need a motion to open the public  
 4 hearing for item G 3 which is the fiscal '24/'25  
 5 budget.  
 6            Would anyone care to make a motion?  
 7            TRUSTEE TONKING: I move we open the  
 8 public hearing.  
 9            CHAIR SCHMITZ: Second?  
 10            TRUSTEE NOBLE: Second.  
 11            CHAIR SCHMITZ: All in favor?  
 12            TRUSTEE TONKING: Aye.  
 13            TRUSTEE TULLOCH: Aye.  
 14            TRUSTEE NOBLE: Aye.  
 15            TRUSTEE DENT: Aye.  
 16            CHAIR SCHMITZ: Aye.  
 17            Unanimously approved, so therefore me move  
 18 on to public comment -- correct? -- for this  
 19 specific agenda item.  
 20            MR. RUDIN: Yes.  
 21            CHAIR SCHMITZ: We will open up public  
 22 comment for agenda item G 3, the '24/'25 budget.  
 23            MR. DOBLER: Cliff Dobler, 995 Fairway.  
 24            This is the packet that was in the back  
 25 there. It has no page numbers, and I guess this is

16

1 we're at almost 30 million.  
 2            A couple years ago, we were at 23 million,  
 3 so it's a \$7-million increase, which is about 32, 33  
 4 percent. So if that's how you want to run the  
 5 railroad, I guess that's how we're going to run the  
 6 railroad. It'll be a non-stop train, and you'll be  
 7 back asking for more next year. And of course  
 8 capital projects will get -- well, actually when  
 9 Noble and the other guy, Homan, get in, they'll just  
 10 raise that rec fee and make funds available for  
 11 capital projects.  
 12            That's kind of where we are, so why don't  
 13 you try and wrap this up in the next 20 minutes.  
 14            MR. KATZ: Good evening. Aaron Katz  
 15 again.  
 16            By the way, we got this board packet at  
 17 4:25 this afternoon. And that's what we're supposed  
 18 to respond on? It's disgusting. And for anyone  
 19 that's listening to this meeting, if you have not  
 20 seen we have a train wreck in front of us, you're  
 21 blind.  
 22            Okay. So let me finish with central  
 23 services because that's part of the final budget.  
 24 When one applies these requirements, and remember,  
 25 I'm quoting the NRS and the NAC, to Mr. Cripps' plan



17

1 one immediately sees they do not provide for an  
 2 equitable distribution of all general expenses. So  
 3 how can you possibly approve the plan? Well, you're  
 4 probably going to go ahead and do it anyhow, Sara.  
 5 So if you do, now Mr. Cripps is going to be required  
 6 under NAC 354.8668 to attest to the fact that the  
 7 plan complies with the provisions in the NAC,  
 8 inclusive, and this is untrue. And you know it's  
 9 untrue, Mr. Cripps. You will then be guilty of  
 10 violating NRS 354.626, which makes it unlawful for  
 11 any officer or employer of a local government to  
 12 willfully violate these sections.

13 Is that the position you want to put Mr.  
 14 Cripps in? I'm going to let you decide that.

15 Okay. The budget, given the proposed  
 16 final budget is dependent upon the rec fee central  
 17 service costs transfers, solid waste franchise fee  
 18 subsidies, and discriminatory water rates, which  
 19 benefit the golf course and ski businesses to the  
 20 detriment of we parcel owners, the budget  
 21 perpetuates the unsustainable overspending for  
 22 personnel. It's time to start being responsible and  
 23 living within our financial means. It's time to  
 24 stop forcing local parcel owners to involuntary  
 25 subsidize staff overspending.

18

1 NRS 354.598 3 mandates that the final  
 2 budget be certified by a majority of all members of  
 3 the governing board. I ask you board members to  
 4 refuse to certify this proposed budget.

5 What are the consequences? It's really no  
 6 big deal, Sara. NRS 354.598 instructs that the  
 7 budget adopted and used will be the tentative budget  
 8 for the current year.

9 Let the Department of Taxation do its job,  
 10 and they will come up with a budget because you  
 11 people were unable to do it. By the way as I've  
 12 said before, you can't effectively run the District.  
 13 These are grounds for disillusion. I didn't make it  
 14 up. That's what it is in the NRS. If you can't run  
 15 this place, go home.

16 Thank you.

17 MS. CARS: Something that I thought of and  
 18 hasn't been brought up at all to save money is look  
 19 at the thousands and thousands of dollars that have  
 20 been spent on a forensic audit, consultants. It's  
 21 incredible. I know all that money hasn't been  
 22 spent, and you should stop that spending now and put  
 23 it into the budget. All that money wasn't in the  
 24 budget last year. It was things were made up as  
 25 the year went on, oh, we need to do this, we need to

19

1 do that. Take that money, stop spending it, put it  
 2 in the budget.

3 Thank you.

4 TRUSTEE TULLOCH: Any callers in the  
 5 queue?

6 MR. WRIGHT: Frank Wright, Crystal Bay.  
 7 I just was reading for first time the  
 8 addendums you've put on the agenda for tonight, and  
 9 it never came out, Mr. Katz said 4:30, so there's a  
 10 bunch of stuff in there that I'm trying to decipher  
 11 between the time I came on and now. I don't think  
 12 it's adequate for anybody to try to come to a  
 13 conclusion and be educated on what's in there.

14 I can tell you one thing, though, there  
 15 may be an Open Meeting Law violation because it  
 16 wasn't given adequate time for anybody, including  
 17 the board members, to decipher what's there.

18 I know you went and worked hard all day  
 19 long to try to come to a conclusion on how to  
 20 circumvent this malfeasance of public office and  
 21 malfeasance of employment, and people are paid all  
 22 this money and can't get their act together. But,  
 23 realistically, this placed is messed up. And I  
 24 don't know how you're ever going to fix, except you  
 25 keep coming back to -- I've been saying this every

20

1 time we've talked in the last couple days -- you're  
 2 trying to make the people who live here suck it up  
 3 and pay for the all mismanagement and all the things  
 4 that have gone on here. It's just wrong. It's just  
 5 totally wrong. It's something that needs to be  
 6 fixed.

7 You need to go back to last year's budget,  
 8 you need to rework everything, you need to get your  
 9 act together, and if you haven't got employees that  
 10 can pull this stuff and put it together and can't  
 11 make the hard decisions and cut costs, then you  
 12 know, they shouldn't be in the job. If they were a  
 13 major corporation that has too many employees or had  
 14 to make cuts or cut back, like we do, they would lay  
 15 off people. Here, we increase staff by 25, 35, 40  
 16 percent in a time when we need to cut. That doesn't  
 17 make any sense to me.

18 If you do that year after year after year,  
 19 which we have been doing, you're eventually going to  
 20 come to a wall that you can't get over and you can't  
 21 penetrate, and that's what's happening here. Our  
 22 costs have exceed our ability to pay.

23 And staff and the Board's idea to solve  
 24 that problem is to sock it to the parcel owners who  
 25 are the ones paying all the bills. It's not right.

21

1 Thank you.

2 MS. MILLER: This is Judith Miller.

3 For the record, I had sent an email to the

4 Board earlier, but I can't imagine you had a chance

5 to read my email. I'll just summarize what I had in

6 the email.

7 First, we didn't get a zero-based budget,

8 and we didn't get a central services cost allocation

9 plan that was in any substantial way different from

10 the methodology used in the past when

11 representations were made that we would get a

12 zero-based budget and we would get a much more

13 rational central services allocation plan.

14 So I'm very disappointed, after hearing at

15 meetings that, oh, those things were been taken into

16 consideration. But they haven't been. I really --

17 I'm not convinced we have any budget that is

18 acceptable to anyone.

19 Just raising a percentage of the prior

20 year's budget, it doesn't make sense. Those

21 budgets, as we saw, were nowhere near reality in

22 many cases so why would we start with that? That's

23 what we've done in the past, we started with last

24 year's and we added something. I hope there's more

25 to it than that.

22

1 Also, I just wanted to reiterate that the

2 water rates, when we had the consultant do the rate

3 study, he based it on cost of services, and he also

4 concluded that ski irrigation uses were way below

5 what they should. But instead of increasing those

6 rates appropriately, the Board then decided to just

7 make an equal increase across the board, residential

8 and utility and irrigation, pretty much the same

9 increase.

10 So now it's time to increase that rate for

11 irrigation customers. Don't saddle the poor

12 residential customers with what should have been

13 paid two years ago -- or increased two years ago for

14 the ski and golf uses, the primary irrigation

15 customers.

16 So, honestly, I just don't know how you

17 can in good conscious approve either the budget or

18 the cost allocation plan, which has no resemblance

19 to reality. It's as simplistic as Moss Adams had

20 pointed out and as I had pointed out ten years or

21 more.

22 I do wish you success in coming up with a

23 budget, but I hope you can convince the State we're

24 just not ready.

25 Thank you.

23

1 MR. BELOTE: That was the last caller in

2 the queue.

3 CHAIR SCHMITZ: At this time, I believe,

4 procedurally, we are to close the public hearing?

5 MR. RUDIN: Yes.

6 CHAIR SCHMITZ: So I would like a motion,

7 please.

8 TRUSTEE TONKING: I move that we close the

9 public hearing.

10 TRUSTEE NOBLE: Second.

11 CHAIR SCHMITZ: All those in favor?

12 TRUSTEE TONKING: Aye.

13 TRUSTEE TULLOCH: Aye.

14 TRUSTEE NOBLE: Aye.

15 TRUSTEE DENT: Aye.

16 CHAIR SCHMITZ: Aye.

17 Motion passes, 5/0.

18 Moving on to item G 3. I would like to

19 ask a question of legal counsel and also of General

20 Manager Magee. My understanding from last evening

21 is that you were intending to reach out to the

22 Department of Taxation today. I was not involved in

23 any of those discussions, as was requested by the

24 Board, so if you could please update us on those

25 discussions that would be informative.

24

1 MR. MAGEE: I did reach out to the

2 Department of Taxation this morning to schedule some

3 time with you. Unfortunately today was a travel day

4 for them, and I was able to catch them only for a

5 couple of minutes on the phone. But I did ask the

6 questions that came up last night. The Department

7 of Taxation indicated there is no provision for

8 filing an extension. The extensions are specific to

9 audit purposes only and not for the purposes of

10 passing a budget.

11 CHAIR SCHMITZ: Thank you for that

12 clarification.

13 Moving on then, Mr. Magee, would you like

14 to take the floor on this item?

15 MR. MAGEE: Yes. Thank you.

16 I believe you have -- for version control,

17 the final PowerPoint presentation. I sent that to

18 you earlier. If you would share you screen, I would

19 appreciate that.

20 I'll start by saying that I'd like to, on

21 behalf of staff, give a big thank you to Chair

22 Schmitz who checked in on us numerous times today.

23 And as we worked our way through this latest staff

24 recommendation for what you see before you tonight,

25 we did ask her to double check our work and take a

25

1 quick peek at it and make sure our numbers tied and  
 2 made sense. And with so many staff members on it, I  
 3 requested that she assist us by putting the staff  
 4 work into this presentation. Candidly, as we were  
 5 getting near the end, I asked her if she would give  
 6 us an assist by helping me with explaining some of  
 7 slides that you see tonight.

8 Slide 2, this was staff's understanding of  
 9 Board direction from last night, and this is what I  
 10 base the presentation on today that you see. And so  
 11 we were to review the '23/'24 budget, consider an 8  
 12 percent increase for the '24/'25 budget, with the  
 13 focus on wages, services and supplies, and costs of  
 14 goods sold. Secondly, we were to look at the water  
 15 subfund budget be able to explain that. To look at  
 16 the utility fund, explain the assumptions compared  
 17 to the actuals from the rate study to guide the  
 18 proposed rates increase.

19 We understood that there was no subsidy of  
 20 any kind for the facilities division. And solid  
 21 waste was to cover its costs expenses no more than a  
 22 franchise fee. As you will see later in the  
 23 presentation, that is a balanced budget as  
 24 recommended. And finally to make a recommendation  
 25 to the Board on the final budget for '24/'25,

26

1 including recreation and beach fees, that is what  
 2 staff is prepared to do tonight. What we are asking  
 3 the Board to do is to make final changes and to  
 4 ultimately approve the budget.

5 We do have a preliminary 4404 form filled  
 6 out, ready to go. Any adjustments that the Board  
 7 makes tonight, we will make those on the fly and get  
 8 that into the State by tomorrow.

9 That with, Chair Schmitz, if you would give  
 10 an assist if you would be so kind, and take off with  
 11 slide number 3.

12 CHAIR SCHMITZ: Procedurally, it's  
 13 difficult to run a meeting and observe who is  
 14 wanting to speak during the presentation, especially  
 15 for Trustee Tulloch and Trustee Noble. If at any  
 16 point you want to stop or interject, please take the  
 17 liberty to go ahead and ask me to stop and ask your  
 18 question. Trustee Dent, the same is for you. I  
 19 cannot see the hand. And, Trustee Tonking, don't  
 20 feel that you have to raise your hand. I'm sort of  
 21 saying the floor is open. Okay? Because it's not  
 22 easy to do this with these screens.

23 So when staff was putting this together,  
 24 what they did was they took both the '23/'24 budget  
 25 and the '23/'24 actual because what was discovered

27

1 was that in some cases, if we took the '23/'24  
 2 budget, it would actually be an increase over what  
 3 staff was actually proposing with their budget. So  
 4 some of those examples include in some cases wages  
 5 because some budgets wages were significantly  
 6 overbudgeted and not necessarily spent.

7 We decided that we were going to evaluate  
 8 8 percent over both the budget and the actual, and  
 9 staff made decisions based on how those numbers came  
 10 out.

11 Because the Board had directed staff to  
 12 not defer more maintenance, the services and  
 13 supplies had the R and M numbers actually removed  
 14 from it, and so any adjustments to services and  
 15 supplies is excluding what staff has identified as  
 16 the routine maintenance of the venues so that our  
 17 venues can remain in good condition.

18 Therefore, there are some situations where  
 19 staff made different choices, we can go through the  
 20 numbers, but in most cases opted for the lower  
 21 number. In some cases they couldn't simply because  
 22 there were staff additions midyear, what have you.  
 23 We can examine that, but this is the approach that  
 24 was taken.

25 TRUSTEE TULLOCH: So basically all that

28

1 was reviewed in expenses was wages and salaries and  
 2 services and supplies. Since the R and M included  
 3 all the R and M from previous years as well as  
 4 deferred maintenance stuff that's been added in. Is  
 5 that correct?

6 CHAIR SCHMITZ: I understand what you're  
 7 asking. The R and M did not have any reductions.  
 8 So the remaining services and supplies budget, that  
 9 was evaluated, and that was reduced with the  
 10 exception of what staff had budgeted for the R and  
 11 M.

12 TRUSTEE TULLOCH: So any increases in R  
 13 and M have not been identifiable from the previous  
 14 budget. We just have a single number here, so we've  
 15 no indication whether these increases are reasonable  
 16 or whether they're just swags.

17 CHAIR SCHMITZ: Correct. If you look at  
 18 them in most cases, I'm winging it here, they  
 19 weren't significant numbers. And the Board gave  
 20 direction that they want to make sure that we are  
 21 doing an element of maintaining. And staff was to  
 22 sort of smooth that R and M.

23 But we can look at it, and we can discuss  
 24 those as we go through it, if that's okay.

25 TRUSTEE TULLOCH: I was surprised last

29

1 night when we heard that the R and M -- we'd  
 2 previously been told that the additional costs were  
 3 for deferred maintenance that had been put off, and  
 4 then we're told last night that the R and M was all  
 5 the R and M. So we've no indication of what's  
 6 deferred maintenance and what's just regular R and M  
 7 or where there was a distinction between them.

8 CHAIR SCHMITZ: And we can address those  
 9 and we can see those numbers because they have been  
 10 pulled out separately. This is just sort of  
 11 categorically the approach that was taken.

12 TRUSTEE TONKING: I think too when you  
 13 start to look at the numbers in the supplies line  
 14 that they have dramatically decreased. I understand  
 15 the concern that you have with the R and M rolled  
 16 up, but I don't think you're going to see that  
 17 difference to be leading to an increase in those  
 18 supply lines.

19 We can talk about it.

20 CHAIR SCHMITZ: Yeah, we can go through  
 21 it. If it's okay, I'll move on.

22 TRUSTEE TULLOCH: If I could just make one  
 23 follow-up comment to that. That would actually  
 24 concern me more because if a large proportion of the  
 25 salary and services line came out because it was in

30

1 R and M, that tell me there could have been a  
 2 significant increase in R and M that's not actually  
 3 been addressed anywhere, but I'll leave it at that.

4 CHAIR SCHMITZ: Yeah. Let's go through,  
 5 we'll be able to look at them specifically.

6 The question -- and we're not going to  
 7 delve into the detail here, but I wanted to at least  
 8 show you that staff does have the assumptions  
 9 related to the rate study. On this page, it's sewer  
 10 and the next is water.

11 And in both the water and the sewer  
 12 budget, the revenue in the budget is at the  
 13 current year two rate increase and the Board last  
 14 night indicated that they wanted to evaluate  
 15 potentially a higher increase, especially for the  
 16 water. We can be addressing that later, because  
 17 that'll have to be publicly noticed, and we can  
 18 discuss that, but I wanted to at least let you know  
 19 that staff does have the information that we were  
 20 looking for as far as some of their budgetary  
 21 assumptions going into that rate study.

22 TRUSTEE TULLOCH: I just -- a follow-up  
 23 question, and this comes back to my concerns about  
 24 just doing rate studies. And we had a rate study  
 25 less than 18 months ago, and I see a large number of

31

1 the items here significantly different from it. It  
 2 calls into question is it just a case that as costs  
 3 go up, we just ask for another rate study to cover  
 4 these? We should only really be doing the rate  
 5 study on a one-year or a two-year basis rather than  
 6 a five-year basis if that's the direction we're  
 7 going.

8 CHAIR SCHMITZ: We can discuss that when  
 9 we start talking about the water rates and the rate  
 10 study. I just at least wanted to acknowledge that  
 11 the Board asked for this information, staff does  
 12 have it, and we can look at it in more detail when  
 13 we start talking about the water rates and the rate  
 14 study. Okay?

15 TRUSTEE TULLOCH: Yeah. Obviously -- but  
 16 it does include it in the budget with these large  
 17 increases absent the rate study.

18 CHAIR SCHMITZ: The utility fund -- we can  
 19 go as much into detail or as little detail. The  
 20 utility fund roll up reduced interfund services by  
 21 about \$79,000, and what that means is that other  
 22 venues are being charged less. With that, wages  
 23 decreased by roughly 267,000, services and supplies  
 24 was reduced by another 57,000, and central services  
 25 cost allocation was actually up 69,000. And I spoke

32

1 with Mr. Cripps about this number this afternoon,  
 2 and he indicated that it's seemed as though the cost  
 3 allocation to the utility subfund and subfunds  
 4 hadn't been tried up in sort of a version control  
 5 situation. Everything today was reviewed once over,  
 6 and this was discovered as a change that had to be  
 7 made.

8 Here is the roll up of the utility fund.  
 9 If you look, all of these charts are exactly the  
 10 same, highlighted with the '23/'24 budget, '23/'24  
 11 actual. Then the '24/'25 budget that says "update,"  
 12 that was the latest version that we saw last night.

13 Then in the next column is 8 percent  
 14 increase to the '23/'24 budget, then the 8 percent  
 15 increase to the '23/'24 estimated actual then in the  
 16 last column, the '24/'25 budget, is the number that  
 17 staff has modified and has put into -- this now the  
 18 new budget.

19 You'll notice here in the utility fund,  
 20 there has not been a change to the sales and fees,  
 21 that was something I wanted to highlight. Then the  
 22 interfund, this is where there was a reduction in  
 23 the actual services that are being charged out, and  
 24 you'll see where that impacts in the interservices  
 25 funds, you'll see where it's impacting and reducing

33

1 wages then, appropriately.

2 Wages and benefits, overall, was reduced

3 by roughly by 367,000. You can see that difference

4 in the very right-hand column. And then services

5 and supplies was reduced by another 57,000.

6 The R and M that we see here with the 673

7 and the 2-million-4, those numbers have not been

8 modified. Those were remaining because staff felt

9 that the Board was giving direction to make sure we

10 were taking care of the R and M.

11 TRUSTEE TULLOCH: Couple of questions

12 there. In terms of the interfund services, which

13 services are there? We already heard comment in

14 public comment about below market rates for

15 irrigation water. I'm a little bit intrigued as to

16 what other services the utility was actually

17 providing.

18 CHAIR SCHMITZ: Utility, underneath

19 utility, it includes engineering, buildings, and

20 fleet.

21 We'll see later, the fleet has been

22 substantially reduced. Buildings has been

23 substantially reduced. Engineering has been reduced

24 and those things are ultimately rolling up into the

25 utility fund or into the interservices fund.

35

1 questions.

2 One is if you look at the wages and

3 benefits in the '24/'25 budget column, it's 6.1

4 million, roughly. If you look across, that doesn't

5 match any of the numbers that are in the percent

6 increase or other budget.

7 How did that number come about, and is it,

8 potentially, supposed to be one of these other

9 numbers?

10 MS. NELSON: It looks like it should be a

11 different number, maybe a fat-finger entry?

12 CHAIR SCHMITZ: Which would you be going

13 to, the 6169, where are we here? Because that is an

14 open question and I didn't catch that.

15 MR. CRIPPS: What those two columns

16 represent are simply the percentages of those other

17 two columns, whereas that '24/'25 is the roll up of

18 the subcomponents to this utility fund.

19 That's why you're not seeing an exact

20 match.

21 CHAIR SCHMITZ: I see. Okay. That makes

22 sense.

23 TRUSTEE TULLOCH: If I can follow up on

24 that. I thought we were taking the lower of the 8

25 percent to the budget or the 8 percent to the

34

1 TRUSTEE TULLOCH: So this is really Public

2 Works as a whole rather than utility?

3 CHAIR SCHMITZ: Correct, this is Public

4 Works as a whole, the utility fund. Yep.

5 TRUSTEE TONKING: I have a quick question.

6 I'm looking at the wages and benefits, I understand

7 your logic and I looked at a lot of these

8 spreadsheets that I had not seen yet. On it, if you

9 look at the '24/'25 budget, it's 6.1 million, the

10 one we're going to use, the one we've decided on,

11 but it doesn't match any of the other columns that

12 we used for comparison.

13 Could you speak a little why we ended up

14 on that number?

15 CHAIR SCHMITZ: That's an interesting

16 question.

17 Most of these were one of the number, and

18 I didn't modify -- I wasn't modifying any of these

19 numbers, so oftentimes when I would ask questions

20 like that, staff did have an answer. I'm going to

21 ask Kate. It maybe -- I don't know it. Might be a

22 roll up issue.

23 MS. NELSON: I missed that question.

24 CHAIR SCHMITZ: Trustee Tonking just

25 pointed out on this spreadsheet, she had two

36

1 '23/'24 actuals. Which would be 5558 1000, rather

2 than 6112 229.

3 CHAIR SCHMITZ: Some of them, when we get

4 into sewer, there were certain ones with -- because

5 of the union contract and union positions that

6 there's COLA that had to be applied to things, is my

7 guess at that.

8 But it makes sense what Adam is explaining

9 is that we go down into all of these other funds, we

10 will able to see those wage numbers more clearly in

11 which funds they were decreased which ones --

12 because I believe in sewer, it's not changed and it

13 wasn't changed, contractually it couldn't be

14 changed.

15 TRUSTEE TULLOCH: Okay. I'm just slightly

16 confused because we have been told all the way

17 through the process that all of these wages and

18 salaries benefits were all contractually required.

19 So now we're saying some of them are required and

20 others aren't? It just seems a strange situation.

21 CHAIR SCHMITZ: I think it has to do with

22 union positions in certain areas. That's my

23 understanding, but I'll let them clarify.

24 MS. NELSON: That's correct. Not all

25 positions are union throughout Public Works.

37

1 CHAIR SCHMITZ: Would you like me to delve  
 2 into utilities and just keep going here? This is  
 3 the roll up.  
 4 TRUSTEE TULLOCH: Understood. Yeah. It  
 5 looks like 550k.  
 6 CHAIR SCHMITZ: In sewer, there were no  
 7 changes. The budget was lower than the 8 percent,  
 8 except for wages, which is contractual.  
 9 And then this one had the central services  
 10 cost allocation increased by 47,000. Here is sewer,  
 11 it's exactly the same format. I tend to highlight  
 12 things to show, okay, here it is. You can see in  
 13 wages and benefits, professional services and  
 14 services and supplies, those numbers for sewer did  
 15 not change.  
 16 The change to sewer was an increase of  
 17 47,000 for central services cost allocation. That  
 18 was not accurate in the prior version of the budget.  
 19 There is one example.  
 20 Then if we go on to water, wages were  
 21 decreased in water by about 367,000. Central  
 22 services cost allocations were up by roughly 49.  
 23 TRUSTEE TULLOCH: Water staff, aren't that  
 24 union as well? Is this removed the position that we  
 25 previously discussed?

39

1 here? Has this been spread acrossed to other areas  
 2 in Public Works, or some to sewer and water? Which  
 3 would be covered by the rate study, which would  
 4 suggest -- as suggested earlier, some issues in the  
 5 cost allocation process.  
 6 MS. NELSON: Certain positions within that  
 7 department are paid under water, so they have a  
 8 portion of their salaries paid under water, portion  
 9 under solid waste, and a portion paid under TWSA.  
 10 It's been reallocated under -- that's how we took it  
 11 out.  
 12 The hazardous household waste program is  
 13 the basic services and supplies, so we will be  
 14 reducing that service.  
 15 TRUSTEE TULLOCH: How many employees do we  
 16 have here and what is their actual role if it's  
 17 split across the three?  
 18 MS. NELSON: We have a resource  
 19 conservationist. She is in charge of the program.  
 20 She works for TWSA, she works for solid waste with  
 21 waste enforcement, as well as water. They do  
 22 collection to meet the laboratory requirements that  
 23 we have to meet for our annual report, so that  
 24 portion is what she's responsible for.  
 25 We also have a Public Works technician,

38

1 MS. NELSON: The position that we  
 2 previously discussed will not be filled. Again, not  
 3 everyone under water is a part of the union.  
 4 CHAIR SCHMITZ: The changes we have in  
 5 water in this budget, this sales and fees do not  
 6 change, it's the 8 percent that's projected that can  
 7 change when can decide to go and modify the rates,  
 8 should the Board choose to do that. But wages and  
 9 benefits were decreased here. We've left all of the  
 10 R and M alone, and then central services. Those  
 11 were the only changes that were made to the water.  
 12 Solid waste, the interim Director of  
 13 Public Works decided to reduce the central services  
 14 cost allocation and spread it over other areas in  
 15 Public Works so that we could meet their obligation  
 16 of cutting expenses by 85,000. She felt -- staff  
 17 felt they were unable to reduce the services and  
 18 supplies and wages in this particular cost center.  
 19 If you look at it, here's that breakdown.  
 20 The franchise fee is 400,000, here are the wages and  
 21 benefits, and there was a 28,000 reduction of the  
 22 central services costs, and that cost, the Director  
 23 of Public Works decided to spread that acrossed  
 24 other areas in Public Works.  
 25 TRUSTEE TULLOCH: Can I raise a question

40

1 and she's also spread over the three different  
 2 funds. She helps with preparing the annual report,  
 3 she also works a lot in the hazardous household  
 4 waste program, as well as enforcement.  
 5 And then we have a technician that is  
 6 spread between water and solid waste, also mainly  
 7 waste enforcement, as well as water sampling and  
 8 evaluations.  
 9 TRUSTEE TULLOCH: So this is basically  
 10 been brought back to the request by the Board by  
 11 basically removing central services costs that  
 12 would -- if we had an equitable cost allocation  
 13 process and methodology, would be applied to here  
 14 then, but then some of this explains the increased  
 15 central services cost allocation to sewer and water,  
 16 which are paid through utility rates; is that  
 17 correct?  
 18 MS. NELSON: A portion.  
 19 CHAIR SCHMITZ: And TWSA, because they did  
 20 receive some of this as well.  
 21 TRUSTEE TULLOCH: So it's not really a  
 22 reduction. We haven't really got this under  
 23 control. We've just transferred some of it and some  
 24 of the costs to utility rate payers rather than to  
 25 run through the fund.

41

1 CHAIR SCHMITZ: Moving on, the only change  
2 to TWSA, the Tahoe Water Supplier's Association, was  
3 increasing their fees for central services cost  
4 allocation by roughly 1,400.  
5 So here is the budget for TWSA. The  
6 revenue stays -- sales and fees, the revenue stays  
7 the same. The wages and benefits are the same, they  
8 just have a greater burden of the central services  
9 cost allocation.  
10 TRUSTEE TULLOCH: Can we respread any of  
11 that extra costs to our partners in TWSA or this is  
12 all in our dime?  
13 MS. NELSON: The TWSA budget was actually  
14 approved at the Board meeting in March, so I would  
15 have to go back to the Board and navigate that  
16 option.  
17 TRUSTEE TULLOCH: Yeah. I've made the  
18 remark before, I'm not sure why we end up  
19 subsidizing a major portion of TWSA, which appears  
20 consistently, we saw this last year.  
21 CHAIR SCHMITZ: Then moving on, this is  
22 still internal services, underneath the Public Works  
23 umbrella, the revenue from the interfund services  
24 was decreased -- sorry for the typo -- by roughly  
25 651,000, wages were decreased by roughly 456,000,

43

1 465,000.  
2 TRUSTEE TULLOCH: If I could just ask a  
3 question here to both General Manager Magee and  
4 Director Nelson. Actually fleet is increasing the  
5 rates to internal users by 8 percent, yet we're  
6 going to cut the revenues. So are we going to do  
7 less work? Are we actually looking at the volume of  
8 work or how this covered?  
9 This is looks like fuzzy math. You're  
10 saying we're reducing the revenues and the charges  
11 to other users, but unless we actually reduce the  
12 frequency of maintenance and the amount of  
13 maintenance done, this doesn't tie together with an  
14 8 percent increase in revenue.  
15 MS. NELSON: The plan for cuts in the  
16 fleet department are mainly coming through  
17 contractual services, so our outside generator  
18 contractor that comes to repair and maintain the  
19 generators will be cut this year. That's one  
20 example of where we could find money to cut.  
21 TRUSTEE TULLOCH: I'm thinking, say the  
22 golf course example, where it's costing us \$20 a  
23 round to maintain fleet and golf. So actually in  
24 golf, it will still cost us 20 bucks per round plus  
25 8 percent, which would be 21.60 a round because --

42

1 and services and supplies was reduced by 185,000.  
2 With the reduction of the revenue in these  
3 areas, what it means is they're charging our various  
4 venues less. So it actually is assisting with  
5 reductions of services and supplies in the various  
6 venues.  
7 Inside internal services, here's it rolled  
8 up, and there's the reduction. And then I'm going  
9 to break -- I'm going to jump into the breakdowns of  
10 what rolls into this.  
11 It is the fleet and buildings was held to  
12 an 8 percent increase to the revenue because as we  
13 were holding things to an 8 percent costs increase,  
14 fleet and buildings were being told to hold to an 8  
15 percent increase in revenue so that the -- in some  
16 cases, fleet and building charges were going up in  
17 some budgets 30 percent, 40 percent, so those things  
18 have been reduced. And so there's an additional  
19 savings to the subfunds across the District in  
20 services and supplies.  
21 Similarly, the buildings is same the  
22 thing. They reduced the revenue by 500,000, which  
23 means there's less fees being charged to the venues,  
24 and, subsequently, they reduced wages by roughly  
25 38,000, and they reduced services and supplies by

44

1 assuming we're doing the same volume of work, and  
2 we're increasing rates by 8 percent so we're not  
3 actually reducing any costs to the venue in that  
4 case.  
5 CHAIR SCHMITZ: I'm going from memory,  
6 Mr. Magee, if you would please chime in here, I'm  
7 recalling that you have on your task list for  
8 this year to analyze both fleet and buildings to  
9 make some recommendations for going-forward  
10 strategy; is my memory correct?  
11 MR. MAGEE: Yes, that is correct. That is  
12 on our planned list of projects for this  
13 upcoming year.  
14 TRUSTEE TULLOCH: I'm pleased to hear  
15 that, but we're budgeting for the coming year.  
16 We're assuming an 8 percent increase in charges to  
17 users, but there there's going to be a reduction in  
18 overall revenues. The only way that could actually  
19 happen is if we actually do less work so we do fewer  
20 services, fewer maintenance on fleet equipment. Are  
21 we making some changes in our servicing intervals,  
22 our planned levels of maintenance? Otherwise, this  
23 just doesn't work. It doesn't square.  
24 I may be a simple country boy, but that  
25 doesn't add up at all.

45

1 MS. NELSON: We'll have to make it work.

2 CHAIR SCHMITZ: Here is the fleet

3 reduction. The fleet is actually a 241,000

4 reduction in revenues, and 114,000 reduction in

5 wages and salaries, and 128,000 reduction in

6 services and supplies. That's the numbers for

7 fleet.

8 TRUSTEE TULLOCH: So the only way that

9 works is if we actually do less work, less

10 maintenance work.

11 CHAIR SCHMITZ: Right.

12 TRUSTEE TONKING: Which is exactly what

13 interim Director Nelson said.

14 TRUSTEE TULLOCH: No. What interim

15 Director Nelson said was we will make it work.

16 TRUSTEE TONKING: No. She said less work,

17 Trustee Tulloch. She said it at the very beginning.

18 MS. NELSON: Yeah. We're going to have to

19 extend -- if we're doing oil changes every 5,000

20 miles, we're doing oil changes at different

21 intervals. Yes.

22 TRUSTEE TULLOCH: Thank you. That was the

23 question I asked, if we're actually making these

24 changes or just making cosmetic changes here, and

25 we'll find that six months down the line that these

47

1 have to figure out how to do it.

2 TRUSTEE TULLOCH: With all due respect,

3 Chair Schmitz, yes, I fully understand the purpose

4 of this exercise. I'm pointing out some of the

5 obvious pitfalls here.

6 If this budget was approved, it would go

7 into force on the 1st of July, could be -- we're

8 talking about doing something to look at that, which

9 could be six months further down the line, we could

10 still be well in the hole. As we saw in last year's

11 budget where we had significant overspending in

12 salaries and wages without increases in revenues,

13 without cuts in services, and there was never a

14 question. I think this one does not square unless

15 there is some changes.

16 I shall take Director Nelson's word that

17 these changes will be made. I'll look for reporting

18 to the Board within the next two months to show

19 what's been done. Otherwise, this is going to go

20 off the rails and the wheels are going to fall off.

21 TRUSTEE TONKING: Can you then buy into

22 the exercise in the sense that staff is under the

23 direction to follow their budgets, and that they

24 will make those changes and these are the budget

25 numbers that we have given them? Or do you want to

46

1 the maintenance frequencies and things have not

2 changed.

3 I'm assuming we can make these changes to

4 maintenance frequencies without impacting the

5 equipment.

6 MS. NELSON: I will not say that.

7 CHAIR SCHMITZ: Trustee Tulloch, this

8 exercise was what was directed by the Board. We are

9 coming back with the numbers that were directed by

10 the Board.

11 If we want to make other changes, we can

12 do that. This is the exercise that the Board had

13 directed staff to do, and so we're bringing these

14 numbers back saying this what needs to be done. The

15 how it needs to be done, staff's going to have to

16 figure it out because they have to figure out how to

17 make this is work.

18 We, today, weren't talking about how to

19 make this work, about changing maintenance schedules

20 or what have you. What we talked about is what

21 needs to be done, what budgets need to be cut.

22 And so that's what this exercise was to

23 accomplish. And that's what we're sharing with you,

24 not the how are we going to do it, because staff is

25 going to have to figure that out. They're going to

48

1 go through every line item and say similar things

2 again and again?

3 I'm just kind of exhausted by this point,

4 and it seems like the same statements have been made

5 on every line item.

6 TRUSTEE TULLOCH: I'm quite sure you are.

7 We all are.

8 But, equally, if we're just treating this

9 as a book exercise to make it look like the numbers

10 add up and then six months down the line, we find

11 that these are not adding up because they've

12 basically just been put in budget then ignored, our

13 money's moved from elsewhere to cover them. We've

14 already seen the movement of cost allocations to

15 just meet the exercise.

16 To me, this is not an exercise. It should

17 be a living document, and I expect venue managers

18 and directors to live up to it. If this

19 commitment's made here, they need to be delivered

20 on.

21 TRUSTEE TONKING: And that sounds like

22 what they're saying, they're doing. And so I feel

23 as though every line saying that -- I mean you can

24 say that about any budget you create, then, if you

25 want to live in your conspiracy theory. Every



49

1 budget won't make that.

2 I just want to see if we can try to get

3 through this together, that would be really ideal.

4 TRUSTEE TULLOCH: I'm sure it would, and

5 I'd love to do that. But, equally, I don't see any

6 conspiracy theory here. That may be part of your

7 thinking process.

8 I'm pointing out if we're increasing rates

9 by 8 percent but reducing revenues, we've got to be

10 doing a lot less work. And that's all I'm pointing

11 out. And make sure there is a clear understanding

12 of it. I think the community deserves to know that

13 because even fairly simple people in the community

14 will point -- without any basic knowledge of budgets

15 can point this out pretty quickly.

16 CHAIR SCHMITZ: Moving on to engineering.

17 Revenue was reduced by 324,000, that's basically

18 charging less fees to projects, which is one of the

19 risks identified down here at the bottom. Reducing

20 wages by 304,000, which those two things tie

21 directly together about projects. And then reducing

22 services and supplies by only 9,000, roughly.

23 So the risk I wanted to just point out is

24 that if we're reducing these things in engineering,

25 the question is what potential impact does this have

50

1 for projects? I'll flip to the next screen where

2 the numbers are.

3 Director Nelson, these numbers that you

4 did, what impact does that have on staffing and

5 project delivery?

6 MS. NELSON: That basically reflects not

7 filling the senior engineer position that we're

8 actively recruiting for at the moment. It also

9 reflects not having either an engineering manager on

10 staff or principle engineer, one or the other,

11 during the year.

12 The amount of work, then, would fall on

13 basically three employees.

14 CHAIR SCHMITZ: Right now, this would be

15 easy for you to obtain because those two positions

16 are not currently filled; correct?

17 MS. NELSON: Correct.

18 CHAIR SCHMITZ: There's something that you

19 don't have to worry about the reduction. But the

20 question is is this a sustainable model? And maybe

21 it is.

22 TRUSTEE TONKING: I have a concern with

23 this model to Chair Schmitz' risk. I guess my

24 question is we've talked a lot about the projects we

25 want to get done and really working to be more

51

1 successful in that this year.

2 I think this is one cut that I feel more

3 concerned in taking personally.

4 TRUSTEE TULLOCH: Thank you, Trustee

5 Tonking, I think we're having a conspiracy because I

6 was thinking exactly the same thing. We made a

7 commitment to deliver an increased number of

8 projects, now is this mean we should be reducing the

9 CIP projects?

10 MS. NELSON: It does have a snowball

11 effect.

12 TRUSTEE TULLOCH: We should be considering

13 a commiserate reduction in the CIP projects?

14 TRUSTEE TONKING: I would think we just

15 don't reduce this one area. I think this is an area

16 that maybe our philosophy doesn't work as well, and

17 so should not reduce it.

18 TRUSTEE NOBLE: I would agree that this is

19 one cut that I would not support. I think we do

20 need to fill those positions in order to actually

21 get these projects done.

22 TRUSTEE TULLOCH: I'll surprise everyone

23 and agree with Trustee Noble, and Trustee Tonking to

24 a certain extent. I would agree, but this means a

25 very solid commitment that we do complete all these

52

1 CIP projects.

2 It's not -- I don't want have the P moved,

3 as somebody remarked in public comments, and say,

4 yes, we brought this position on to do that, but

5 then we still don't deliver the CIP projects. I

6 think this is, again -- to me, that's the other risk

7 of it is the flip side risk. We take this position

8 on and we still don't do the CIP projects.

9 MS. NELSON: Honestly, from the management

10 side of this, we have gone through and evaluated

11 what we can get done, and I truly do feel that we

12 can deliver a projects, knowing that some might lag

13 a little bit here and there, but give us a year.

14 TRUSTEE TULLOCH: So you can without this

15 position?

16 MS. NELSON: No.

17 TRUSTEE TULLOCH: So this is not realistic

18 reduction, then, if we're doing that?

19 MS. NELSON: Correct.

20 TRUSTEE TULLOCH: I say the flip side risk

21 is that we fill the position, money gets spent, and

22 the projects don't get delivered.

23 I'm quite happy to hold you to this

24 position.

25 MS. NELSON: Yeah, then the buck stops

53

1 here.

2 TRUSTEE TULLOCH: Absolutely. And we'll

3 put that on the record.

4 MS. NELSON: It's on the record.

5 CHAIR SCHMITZ: I've made a note of that.

6 And, Kate, please make note of that.

7 The general fund, wages were decreased by

8 roughly 846,000, services and supplies were

9 decreased by 450,000. This risk here is that part

10 of the wages that were decreased were actually the

11 contracts manager that was approved this fiscal

12 year, and the management analyst for a total of

13 366,000 combined.

14 So I'll show that information. That, to

15 me, is the risk that the Board is taking in

16 potentially eliminating the positions that we stated

17 we wanted included in the budget going forward.

18 TRUSTEE TULLOCH: Does the general fund

19 position include IT positions here?

20 CHAIR SCHMITZ: Yes.

21 The general fund is including IT, HR,

22 marketing, general manager, administrative staff,

23 and Parks.

24 TRUSTEE TULLOCH: A follow-up comment, a

25 question for General Manager Magee.

55

1 didn't put in this presentation because I just

2 thought we had enough in here. I can gladly share

3 that because that was something that I did intend in

4 putting in this presentation. I just thought it

5 would be another overwhelming thing. If you want me

6 pull to it up, I probably can find it quickly and

7 pull it up.

8 But if that's just a question, I mean, we

9 can go back and ask staff review those numbers and

10 ensure that they removed the correct amount from

11 those appropriate budgets.

12 Can you repeat the positions again,

13 Trustee Tulloch? I'm trying to think if any of

14 those were actually in IT. I thought the ambassador

15 was in, I thought, either in just community

16 services. Can you go through them, please?

17 TRUSTEE TULLOCH: It was community

18 services ambassador, which I think was originally

19 budgeted against the beaches, and the other one was

20 the meeting coordinator, IT meeting coordinator.

21 The reason I just put -- because they were

22 both taken out at the same time. And when I went

23 back to the May the 20th one, the costs included in

24 the original budget were 150,000 more than the

25 actual amount that we were told was taken out.

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1 I looked at page 6 of the GM presentation

2 on the May 20th board packet, which was discussing

3 the new positions that were being budgeted and

4 included in the original budget position, and under

5 the community services ambassador, it showed a fully

6 loaded cost of 211,896, and for the contracts, the

7 meeting IT coordinator, it showed a fully loaded

8 costs of 175,826.

9 When these were subsequently removed, I

10 have an email here from General Manager Magee saying

11 that the meeting IT coordinator, the reduction was

12 only 125,338, fully burdened, basically a \$50,000

13 difference to what was proposed in the original

14 budget. The community services ambassador, fully

15 burdened, removed was 116,000, as opposed to the

16 211,000. That's 147,000 delta, which I'm struggling

17 to understand which is correct, because this is

18 disturbing if we're being given different numbers.

19 MR. MAGEE: Sure. I have not had a chance

20 to review this.

21 CHAIR SCHMITZ: I will share with my

22 fellow trustees that I have a copy of every position

23 that is in the budget and what the dollar salaries

24 were, and I believe it also included the positions

25 that were not included with dollar values. I just

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1 I mean, to me, that's a fairly serious

2 mistake. If I was conspiracy theorist, as Trustee

3 Tonking alluded to, then I would think that we've

4 overbudgeted and then we've taken out less when

5 we've actually removed the position. I'm very sure

6 that's not the case, but I'm just highlighting --

7 MS. FEORE: May I make a quick

8 interjection here. I'm so sorry. I just wanted to

9 mention that in some of the information that I have

10 provided to General Manager Magee, I had given him

11 the information by position without clarifying that

12 there had been two positions recommended for the

13 community services ambassador.

14 I believe that when he gave you the

15 numbers -- and I don't have them in front of me --

16 it sounds like 116, it really should have been

17 doubled that because it should have been the

18 burdened rate for both positions. When I was

19 sending him the information, I mistakenly sent him

20 per actual position as opposed to per actual head

21 count.

22 So, for the other positions that I

23 provided him information, we were only filling those

24 positions with one head. The community services

25 ambassador was the only one that had a two head

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1 count, and so I believe that that was partially my  
 2 mistake for not clarifying that with General Manager  
 3 Magee.  
 4 I wanted to responsibility for any  
 5 mistakes that were made if they were from me.  
 6 TRUSTEE TULLOCH: Thank you. It's not --  
 7 I'm not looking for mistakes, but I think that would  
 8 suggest there's another 100,000 reduction available  
 9 there, because we've --  
 10 MS. FEORE: We removed them from the  
 11 budget.  
 12 TRUSTEE TULLOCH: Yes. But the original  
 13 budget provided for 211,000 for that position, and  
 14 the amount removed was 116,000.  
 15 MR. MAGEE: Yes. We will certainly go  
 16 back to our budget analyst and make sure that  
 17 whatever amount was originally put in there has been  
 18 fully removed.  
 19 TRUSTEE TULLOCH: That's what I to make  
 20 sure of. There's the 50,000 on the IT coordinator.  
 21 I'm glad it was cleared up.  
 22 CHAIR SCHMITZ: This is the breakdown,  
 23 then, of the general fund. If there are questions,  
 24 I'm just going to keep moving forward, and tell me  
 25 if I'm going too slow or just jump ahead.

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1 whether we want those to be going forward thereby  
 2 reducing the wage decrease in the general fund by --  
 3 would be 365,000.  
 4 TRUSTEE TULLOCH: Well, we just found 150  
 5 that would help fund the contracts manager.  
 6 But my understanding was when the Board  
 7 discussed this, while it's being called a "contracts  
 8 manager," the primary focus of this was actually to  
 9 be procurement and improve our procurement process  
 10 and things as well.  
 11 CHAIR SCHMITZ: You're correct.  
 12 TRUSTEE TULLOCH: Can I throw out a  
 13 possible option here? In the procurement world,  
 14 having spent a lot of time there, it's not uncommon  
 15 for consulting firms to come in, to review all your  
 16 procurement -- all your contracts, et cetera, and  
 17 negotiate savings. And to do this on a risk basis  
 18 taking a good proportion of the savings, that would  
 19 be one consideration to actually get most of  
 20 benefits of this without having any of the  
 21 associated risk. I just thought I'd throw it out  
 22 there. I'm quite happy to take span further on that  
 23 with staff if required. But that's certainly an  
 24 option.  
 25 We can bring in some procurement

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1 TRUSTEE TONKING: I had a question on the  
 2 general fund real fast.  
 3 You highlighted those risk areas of -- the  
 4 contracts manager was one of them that, I'm  
 5 guessing, you're not going to want to start in  
 6 January, since you're volunteering your time, to  
 7 read contracts next year. I am flagging that. And  
 8 I don't think we need to put it in the budget now,  
 9 but flagging that that might be something that needs  
 10 to be thought about. So staff might need to think  
 11 about they reorganize some of the staff in the  
 12 general fund, because we do know that's been a huge  
 13 issue, and we had Chair Schmitz doing it as a  
 14 volunteer for a while now.  
 15 Just flagging that again.  
 16 CHAIR SCHMITZ: And just so -- one thing  
 17 that we need to understand is -- I learned today  
 18 when I was asking questions about this -- that staff  
 19 is currently in the process of, I believe,  
 20 recruiting and interviewing for that contracts  
 21 manager position.  
 22 So I think we need to be decisive about  
 23 whether these positions that we requested to be  
 24 included in this past fiscal year's budget and we  
 25 augmented the budget, I believe, to accommodate,

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1 specialist who will go through all our procurement  
 2 contracts, et cetera, and identify where we can make  
 3 significant savings.  
 4 Yes, we give up some of it. I'd sooner  
 5 have 60 percent of it than none of it.  
 6 CHAIR SCHMITZ: I personally would prefer  
 7 to leave these two positions in the budget and  
 8 reduce the reduction in the general fund  
 9 specifically for these two positions because we have  
 10 a real need in contracts and procurement, and  
 11 contracts and procurement management as well as --  
 12 the management analyst would be the additional  
 13 resource in finance to really finish off building --  
 14 rebuild the finance department. I think that with  
 15 this budget process and with last year's audit, we  
 16 really do need to have an adequate staff in finance.  
 17 I would be willing to put the 365,000 back  
 18 into the general fund for those two specific  
 19 positions.  
 20 TRUSTEE NOBLE: I would support Chair  
 21 Schmitz for the reasons she had just provided in  
 22 putting those two positions back in.  
 23 TRUSTEE TULLOCH: I would hold fire on  
 24 that at the moment. I think we're due to see the  
 25 results of the forensic audit within the next month.

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1 TRUSTEE TONKING: I agree with Trustee  
2 Tulloch.  
3 CHAIR SCHMITZ: I would prefer to put them  
4 in the budget. That doesn't mean that we  
5 necessarily have to fill the positions.  
6 TRUSTEE TONKING: I don't want them in the  
7 budget right now. I feel like our general fund is  
8 way too expensive. But that's me, personally.  
9 TRUSTEE TULLOCH: I would agree, Trustee  
10 Tonking.  
11 MR. CRIPPS: If I can add one comment  
12 here.  
13 The management analyst is currently on  
14 staff, and that is the person that is currently  
15 assigned to the review of fleet and buildings in the  
16 upcoming fiscal year. That is one of the  
17 assignments that they already have looking down the  
18 pipeline.  
19 TRUSTEE TULLOCH: This is not a new  
20 position?  
21 MR. CRIPPS: The management analyst is one  
22 that was approved in fiscal year '24.  
23 TRUSTEE TULLOCH: It's been --  
24 CHAIR SCHMITZ: It has been filled?  
25 MR. CRIPPS: Been filled.

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1 budgeted in this budget for '24/'25, that management  
2 analyst?  
3 MR. CRIPPS: Yes, it is.  
4 CHAIR SCHMITZ: All right.  
5 TRUSTEE TULLOCH: Is that 5836 including  
6 that, or is the 5836 assuming the 157,000 reduction?  
7 MR. CRIPPS: What reduction are you  
8 referring to?  
9 TRUSTEE TULLOCH: For the management  
10 analyst. If you flip to the next one, if I look at  
11 the top line on wages and benefits there, the  
12 '24/'25 budget, is that 5836 already inclusive of  
13 the 157, or is that exclusive?  
14 MR. CRIPPS: That includes it.  
15 CHAIR SCHMITZ: Yes. So that was my  
16 mistake. That is my mistake in just not  
17 understanding where these numbers were. Contract  
18 the contract manager's position, that is not  
19 included in this number; correct?  
20 MR. CRIPPS: The position is currently in  
21 that number.  
22 CHAIR SCHMITZ: The contracts manager is  
23 also?  
24 MR. CRIPPS: Yes. Because it is currently  
25 being recruited for, understanding that we would be

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1 TRUSTEE TULLOCH: So --  
2 CHAIR SCHMITZ: Then this is my error in  
3 understanding. I put these in here. I put the  
4 risks in here because I was concerned.  
5 You're telling me that the budget does  
6 include the management analyst, or was that not  
7 included because it was increased in our budget  
8 midyear and that it's not in the budget going  
9 forward. Can you please clarify?  
10 MR. CRIPPS: Yes. The budget that we have  
11 for fiscal year '24, when the position was added, it  
12 was well into the fiscal year so that wasn't the  
13 fully burdened rate that you see in that budget.  
14 That's when we took the study and we did  
15 the 8 percent to the budget or the estimate actuals,  
16 that's where it was a bit under, what I would say is  
17 under-budgeted for these positions because they were  
18 midyear, and so they weren't the fully burdened rate  
19 for the full year at that time.  
20 CHAIR SCHMITZ: We're going to flip the  
21 page. What you're seeing here is that the wages --  
22 well, when I look at the wages, you did go to the 8  
23 percent. This is for the general fund; right?  
24 MR. CRIPPS: Correct.  
25 CHAIR SCHMITZ: So is that position

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1 filling it in fiscal year '24. Looking forward, it  
2 was being in '25 as well.  
3 CHAIR SCHMITZ: Okay. Those positions --  
4 my mistake. Those two position are actually in the  
5 budget. And, understand, this risk was my concern.  
6 Okay? I was trying to bring things to my fellow  
7 trustees, and if my understanding is incorrect that  
8 is not on staff, that is on me.  
9 What I'm hearing you say is this \$365,000  
10 right here, that is in this wages and benefits at  
11 5,836,000?  
12 MR. CRIPPS: Correct.  
13 CHAIR SCHMITZ: Okay. My mistake.  
14 TRUSTEE TULLOCH: Do we have an 845  
15 decrease on our --  
16 CHAIR SCHMITZ: Yes.  
17 TRUSTEE TULLOCH: Okay.  
18 CHAIR SCHMITZ: Yes. This was me looking  
19 at this and trying to go, okay, where is everything  
20 covered. And I just misunderstood. I thought that  
21 these two positions were not included in the budget.  
22 That's what I'm saying.  
23 This risk, that is my mistake. This  
24 number right here, it is still the reduction. And I  
25 don't know why this one doesn't have the reduction

65

1 column. Sorry about that. But it is in the  
 2 spreadsheet if you want me to pull up the  
 3 spreadsheet.

4 TRUSTEE TULLOCH: There's another  
 5 potential 50,000 there if we've taken the wrong  
 6 thing off.

7 CHAIR SCHMITZ: Yes, potential. I have  
 8 that down as an action item for staff.

9 Moving on. Community services, revenue  
 10 was increased by almost a million dollars, wages  
 11 were decreased by almost \$800,000, and services and  
 12 supplies were increased by 570,000.

13 So rolling into community services, you  
 14 can see here, this one you can see in the far right  
 15 hand column the differences. There's the 927  
 16 increase. Some of that is in golf some, some of it  
 17 is in facilities. I think actually a big percentage  
 18 of it is in facilities. But you can see that when  
 19 you scroll down into this.

20 There's the roll up of the wages and  
 21 benefits changes, services and supplies, and then  
 22 also the reduction in cost of goods sold. The  
 23 reduction in costs of goods sold, I believe, is  
 24 coming entirely from facilities.

25 So if we move into this, Champ Golf

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1 revenue was increased. There's a big revenue  
 2 increase, 752. Wages were decreased by 38, services  
 3 and supplies were decreased by 288.

4 The risk here, I just keep talking about  
 5 the risk with the food and beverage losses. I don't  
 6 want us to forget about that.

7 TRUSTEE TULLOCH: I need to interject  
 8 here, this applies to all these figures in community  
 9 services.

10 What we're being asked to accept is, well,  
 11 yes, we'll produce a huge increase in revenue here  
 12 now with no specific plans to achieve that. The  
 13 only thing we know with certainty is that the  
 14 salaries and benefits and the costs will all be  
 15 incurred. And now we have a new area for venue  
 16 managers to dip into when they don't make their  
 17 targets. They'll dip into the CIP -- the capital  
 18 expenses column and we just won't deliver the CIP  
 19 projects --

20 CHAIR SCHMITZ: So, Trustee Tulloch, the  
 21 choice is yours: What number do you want to pick?  
 22 You can pick 4.1 million, you can pick 3 million.

23 What staff was asked to do was take the  
 24 numbers and do 8 percent increases. And they're not  
 25 going to pick the lowest number. And I understand

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1 that the budget was at 4.1, but we all were saying  
 2 that the budget needed to be increases more than  
 3 that given the rate increases that we've had.

4 So if you want to go and pick a different  
 5 number to reduce the revenue increase, we can do  
 6 that. This is what was put before us and if we want  
 7 to say we're going to do an 8 percent increase over  
 8 actuals from '23/'24, it's 4.3 million, it's still  
 9 more than the 4.1 million that they put in their  
 10 budget for revenue.

11 TRUSTEE TULLOCH: Trustee Schmitz, I  
 12 understand that. I think the only sure thing here,  
 13 there's no guarantees anywhere around the revenue.  
 14 We're jacking up revenue numbers to keep -- to try  
 15 and account for expenses. We see it at greater  
 16 extent in facilities where there's suddenly a huge  
 17 decrease in the cost of goods sold and a huge  
 18 increase in revenues just keep the expenses line and  
 19 the salaries and benefits line as it is.

20 As I say, this kind of highlights my  
 21 previous point, this is a worthy exercise, and I  
 22 appreciate everyone's work going into it, but unless  
 23 people are absolutely committed to delivering on  
 24 those budgets, not just doing as we've seen in past  
 25 years where we've got 30, 40 percent overspend in

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1 salaries and failure to hit revenue targets, unless  
 2 we're serious and there are serious consequences for  
 3 people signing on to these budgets and then not  
 4 delivering on them, this is just an exercise, a  
 5 paper exercise. It doesn't solve anything, it  
 6 doesn't actually reduce costs anywhere because most  
 7 of cost lines are staying pretty consistent but the  
 8 revenue line is going up to justify them.

9 CHAIR SCHMITZ: I don't disagree with you.  
 10 But my impression of this is 4.1 million is that  
 11 that's too low of a target. People need something  
 12 to go for.

13 And I agree with you. I'm not disagreeing  
 14 with you. I'm not arguing with you. I'm just  
 15 trying to point out what we were trying to do and  
 16 accomplish and look at the numbers, and it's an 8  
 17 percent increase over budget. Now, if we want to  
 18 instead change it to be the 8 percent over actual,  
 19 we can do that.

20 But what I was trying to show in some of  
 21 these cases is that doing it over budget can get you  
 22 in trouble, and maybe this is an example of one that  
 23 gets you in trouble is to tie it to budget rather  
 24 than estimate actual. And that's really the reason  
 25 why we did both columns for budget and estimated

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1 actual, because sometimes the budgets, they were  
 2 overestimated, and in some cases, underestimated.  
 3 We can go ahead and make a change.  
 4 There's no reason we can't. I'm just presenting  
 5 what was selected and kind of why and how it was  
 6 selected. That's all.  
 7 But I agree with you wholeheartedly.  
 8 People have to own these and they actually have to  
 9 deliver on them. Absolutely.  
 10 UNIDENTIFIED SPEAKER: How are we going to  
 11 get an 18 percent increase in revenues at Champ  
 12 Course year over year? That's what this shows.  
 13 CHAIR SCHMITZ: Point of order.  
 14 TRUSTEE TONKING: I would like to go with  
 15 the 4.3. That's where I would be, and the reason is  
 16 I don't think that 4.8 is at all feasible and I  
 17 don't want to hide some of the expenses, to Trustee  
 18 Tulloch's point. I think the 4.3 is more where I  
 19 would be aiming for.  
 20 TRUSTEE TULLOCH: Thank you, Trustee  
 21 Tonking.  
 22 Yes, I fully agree with stretched targets,  
 23 but unless we have consequences for venue managers  
 24 and directors not achieving these targets -- I mean,  
 25 we've had at least four venue managers in this

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1 current financial year have overshot their wages and  
 2 benefits by between 20 and 50 percent, and  
 3 nothing -- there's no eyelids batted, we just dip  
 4 into other sources of funds.  
 5 If we're to get support for this budget,  
 6 I'm not going to the community and say, yes, look,  
 7 we've balanced the budget because we're going to get  
 8 huge additional revenues when there's no mechanism  
 9 to actually achieve these.  
 10 I think the comment from the audience was  
 11 18 percent increase in revenues at Championship  
 12 Course. I think, again -- is potentially doable,  
 13 I'm not sure how. And a lot of these -- all these  
 14 things are going to do is leave us, we're going to  
 15 get six months down the line when it's too late to  
 16 make up anything. We've spent all the money and --  
 17 CHAIR SCHMITZ: We understand, Trustee  
 18 Tulloch. So we're changing this number to what?  
 19 What would you like it to be?  
 20 I agree with you wholeheartedly. I  
 21 just -- we don't need to repeat ourselves. If we  
 22 could please just move forward, make your point, and  
 23 what you like it to be? We can leave it at the 4.1.  
 24 Understand, this is not just golf, it's  
 25 merchandise, and it's food and beverage. And we

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1 were losing \$2,000 a day, and if we can stop  
 2 bleeding like that, it can have a huge impact on  
 3 these revenues numbers.  
 4 I'm not here trying to sell anything. I  
 5 just want to try to figure out: What do we want to  
 6 do and move forward.  
 7 TRUSTEE TULLOCH: Absolutely. I'm not  
 8 going to put a number on that. I've heard various  
 9 comments made that I just made off-the-cuff comments  
 10 on numbers in the past.  
 11 I'm pointing out the obvious here.  
 12 CHAIR SCHMITZ: I understand that. You  
 13 pointed it out. What would the Board want to do?  
 14 TRUSTEE TONKING: Ray, are you okay with  
 15 the 4.8, is that where you're sitting, are you not  
 16 voting on it? Where are you?  
 17 CHAIR SCHMITZ: Exactly.  
 18 TRUSTEE TULLOCH: All these numbers are  
 19 rolled into budget to try to produce a final  
 20 number that shows the net loss --  
 21 CHAIR SCHMITZ: Ray. Ray, please stop  
 22 repeating yourself. The staff brought forward a  
 23 budget of 4.1 million. Okay? Would you like to  
 24 stay with staff's budget at 4.1 million?  
 25 I understand your point. I understand

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1 what you're saying. We're trying to determine if  
 2 we're going to have a budget to put forward.  
 3 What is the number that you would feel  
 4 comfortable with in sales and fees?  
 5 TRUSTEE TULLOCH: I think we should leave  
 6 it at 4.8, and then we hold people's feet to the  
 7 fire on it.  
 8 TRUSTEE NOBLE: I would support keeping  
 9 the original proposed budget of 4.131.  
 10 TRUSTEE TONKING: I was at the 4.3,  
 11 because I think we raised rates a lot. So with the  
 12 argument of raising rates and Golf Advisory  
 13 Committee giving utilization recommendation of 81  
 14 percent, and Director Sands recommended those rates  
 15 knowing that idea, I feel like we can hit a higher  
 16 budget number.  
 17 CHAIR SCHMITZ: Is Trustee Dent back on?  
 18 He was having real difficulty and texted me that he  
 19 was going to be out for a while.  
 20 TRUSTEE NOBLE: He is not.  
 21 CHAIR SCHMITZ: Okay. My feeling is I  
 22 think we should be able to do better than the 4.1,  
 23 but Tim Sands has to sign onto these numbers. And  
 24 so I will -- I'm comfortable with the 4.3, but Tim  
 25 Sands has to sign on to that 4.3. And so I think

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1 that's something -- this isn't our budget, it's  
 2 Tim's budget, and he needs to be comfortable. And I  
 3 think we should ask him what he's willing to sign up  
 4 for, because I do believe holding people accountable  
 5 to their target numbers.  
 6 MR. SANDS: Thank you for the discussion.  
 7 I agree with multiple trustees that the 4.3 number  
 8 is very feasible.  
 9 TRUSTEE NOBLE: With that, I would support  
 10 the 4.3.  
 11 TRUSTEE TULLOCH: I would suggest if it's  
 12 very feasible, it should be 4.45, put a stretch  
 13 target.  
 14 TRUSTEE TONKING: I would still say 4.3,  
 15 given what the director said.  
 16 CHAIR SCHMITZ: Okay. We're going to  
 17 modify that, which will have an impact on the roll  
 18 up because it won't be that 752,000.  
 19 Mr. Sands, are you comfortable with the  
 20 reduction of wages and benefits at 37,000, and a  
 21 reduction of services and supplies by 288,000? Are  
 22 you comfortable with those numbers?  
 23 MR. SANDS: Especially with the discussion  
 24 of some of the impact that will have, we are  
 25 comfortable with it, yes.

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1 specifically, that you're referring to that you're  
 2 comfortable with on your revenue.  
 3 MR. SANDS: I'm comfortable under the  
 4 '24/'25 red budget area.  
 5 CHAIR SCHMITZ: You're comfortable with  
 6 1.2 million?  
 7 MR. SANDS: I am, yes.  
 8 CHAIR SCHMITZ: Any other comments or  
 9 questions relative to Mountain?  
 10 Then with facilities, they increased  
 11 revenue by 266,000, reduced services and supplies by  
 12 200, costs of good sold, and is profitable without a  
 13 subsidy.  
 14 Mr. Sands, these are the numbers that were  
 15 put forth. I'm assuming you participated in all of  
 16 this. Are you comfortable and are you willing to  
 17 commit to these numbers?  
 18 MR. SANDS: I will definitely be willing  
 19 to commit to these numbers. We're definitely going  
 20 to tighten our belt and figure out where we need to  
 21 make it work. I would say and like to put down  
 22 we're obviously going need different avenues of  
 23 revenue to hit some of these goals, especially with  
 24 the cuts that are proposed. I think our team is  
 25 willing to take on that challenge.

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1 CHAIR SCHMITZ: All right. Can we move on  
 2 to Mountain? Mountain, the revenue was increased by  
 3 114,000, wages decreased by 110. We'll pull that  
 4 up.  
 5 Here we are with those numbers again.  
 6 Your budget, Mr. Sands, that you submitted was 1.1  
 7 million. To try to go to a 1.2, that's a darn  
 8 significant increase. By yet when I look at what  
 9 last year's actual was, we're not really moving  
 10 much, we're not moving the needle.  
 11 What is your recommendation as it relates  
 12 to to those numbers for the Mountain Course?  
 13 MR. SANDS: I definitely think the revenue  
 14 objective that is proposed is a good target to shoot  
 15 for, especially with our rates being increased and  
 16 also trying to implement some new programs to drive  
 17 more players up there, especially in the  
 18 non-resident category, we can definitely stay  
 19 comfortable with that.  
 20 Again, as we see the reductions in wages  
 21 and other services, we may be impacting  
 22 overall hours of operation to try to cut those costs  
 23 but also bolster utilization in other areas.  
 24 CHAIR SCHMITZ: Could you just clarify?  
 25 We have lots of headings up here, which number,

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1 We may be coming back to have some other  
 2 ideas approved by the Board of Trustees to allow us  
 3 some more opportunities to find different revenues  
 4 areas, potentially acrossed the District.  
 5 CHAIR SCHMITZ: And this particular budget  
 6 doesn't have any reduction in the wages and benefits  
 7 because, as you can see, the 8 percent bump to  
 8 either budget or estimated actual is actually higher  
 9 than what was in the proposed final budget that we  
 10 saw yesterday. That number at 815 is remaining  
 11 unchanged. The only changes are the services and  
 12 supplies and the costs of goods.  
 13 What do you see is the driver to the  
 14 reduced costs of goods sold?  
 15 MR. SANDS: I think looking at our overall  
 16 labor allocation, when we try to reduce overall  
 17 spending, it could go into that as well.  
 18 CHAIR SCHMITZ: Any questions on  
 19 facilities?  
 20 Moving on to Diamond Peak. Mr. Bandelin  
 21 -- revenue is increased by roughly \$20,000. Wages  
 22 were decreased by 406,000.  
 23 My concern here, this was me not staff, I  
 24 was concerned by the wages being decreased at  
 25 Diamond Peak having an impact on the quality of

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1 service provided up at Diamond Peak. But I would  
 2 encourage all of us to listen to Mr. Bandelin speak  
 3 to those two items.  
 4 TRUSTEE TULLOCH: A question: Are these  
 5 additional to the -- additional revenues and  
 6 decreases that Mr. Bandelin gave us on Wednesday or  
 7 are these --  
 8 CHAIR SCHMITZ: Yes. Yes.  
 9 I wasn't really expecting any change from  
 10 Diamond Peak, to be honest, but, yes, it is a change  
 11 from what Mr. Bandelin had provided the other day.  
 12 MR. BANDELIN: I'm understanding, yeah,  
 13 looking at the sheet, we didn't speak of any new,  
 14 additional revenue for the exercise that we  
 15 completed today. The update of 13,818,000 on the  
 16 top line of sales and fees for a subtotal of 318,150  
 17 is what I proposed to the Board on Wednesday.  
 18 CHAIR SCHMITZ: Mr. Bandelin, is this  
 19 number then in the '24/'25, is that a typo, is that  
 20 supposed to be 13,818?  
 21 MR. BANDELIN: 150, that is correct,  
 22 Chair.  
 23 CHAIR SCHMITZ: 150. All right. We'll  
 24 get that corrected.  
 25 What about the reductions in wages of the

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1 400-and-some-odd-thousand dollars?  
 2 MR. BANDELIN: Again, the exercise today,  
 3 which we followed through every single one of the  
 4 sheets, we didn't isolate out any particular venue,  
 5 I would -- I'm happy to follow the direction that we  
 6 did today to be able to reduce the amount of wages,  
 7 specifically when we look at reducing all expenses  
 8 within the community services roll up.  
 9 I think it's important that all venues  
 10 participate.  
 11 CHAIR SCHMITZ: But I do feel that the  
 12 Board has seen you really be a leader in a lot these  
 13 changes, and as a board, we don't want to negatively  
 14 impact what it takes to successful run your  
 15 business. And you tend to be someone who really  
 16 runs a bit of a tight ship.  
 17 I'm asking you if this is truly realistic  
 18 for you to accomplish?  
 19 MR. BANDELIN: Well, if I just might be  
 20 frank a little bit, Chair, the proposed amount is  
 21 what all the data relates to, are there new added  
 22 positions, none whatsoever, there was in increase  
 23 in hours to be able, to be more accurate, from the  
 24 reduction of nearly 15,000 per the Board direction  
 25 last season, so the 6.0027 was really staff

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1 recommendation.  
 2 But I'm happy to be able to accommodate  
 3 the request and lower the salaries and wages that  
 4 helps the overall community services fund itself.  
 5 If you look at the estimated actual, 5.3,  
 6 not really knowing or understanding what  
 7 consequences are for the venue managers, that number  
 8 as I looked today was 5.5, 5,500,000 of actuals.  
 9 TRUSTEE NOBLE: I'm not comfortable going  
 10 with the 5.616 for ski. I would go with the  
 11 proposed -- initial proposed budget is 6.022, given  
 12 the ski and given the revenues Diamond Peak  
 13 generates for this District, I think that it's  
 14 critical that we have appropriate personnel staffed  
 15 up to provide that service to everybody that's using  
 16 that facility and generate those revenues.  
 17 TRUSTEE TONKING: I agree with Trustee  
 18 Noble. I feel like this is one where we utilize  
 19 their revenues for many reasons. And so I feel like  
 20 -- and I feel as though Director -- GM Bandelin gave  
 21 some significant cuts too throughout this process,  
 22 so I would like to maybe -- this one, I'm a little  
 23 more weary of as well.  
 24 TRUSTEE TULLOCH: I think these are the  
 25 same cuts that Mike gave us on Wednesday night. I

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1 think if Mr. Bandelin thinks he can do these -- to  
 2 some extent, some of this is self-correcting. If we  
 3 get a big season, the revenues will go up and the  
 4 hours will go up, which is pretty much the way it  
 5 works in the industry.  
 6 I think we need to be careful just  
 7 thinking, yes, we'll keep just using Diamond Peak as  
 8 the engine to subsidize every one else. As we've  
 9 all seen pretty clearly through process, those days  
 10 are pretty much gone. Diamond Peak is going to  
 11 require a lot of investment.  
 12 I trust Mr. Bandelin, if he's put this  
 13 forward, he knows he can do it. It sets a good  
 14 target. I think as a board, we can certainly -- we  
 15 know in this case this is a genuine stretched target  
 16 and things.  
 17 I'm okay with this. If Mr. Bandelin  
 18 believes he can deliver on this, I'll back him up.  
 19 I've watched him in action.  
 20 TRUSTEE TONKING: What I'm concerned about  
 21 is the wages and benefits number than I am about the  
 22 revenue number, I guess, is what I'm saying.  
 23 It seems you were talking about the  
 24 revenue number, unless I misheard you.  
 25 TRUSTEE TULLOCH: No. I'm actually



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1 talking about both. Because it is -- basically if  
2 the revenue goes up, I expect the total, the delta  
3 to remain pretty consistent in the overall numbers.  
4 TRUSTEE TONKING: This is not the same,  
5 though, as what he proposed on Wednesday. This is  
6 another \$500,000 cut from wages and benefits. I  
7 just want to flag that it's not the same budget.  
8 TRUSTEE TULLOCH: I don't think so,  
9 because wasn't the original 6 million?  
10 CHAIR SCHMITZ: Yep.  
11 TRUSTEE TONKING: And now it's 5.6  
12 million.  
13 CHAIR SCHMITZ: Right. 400.  
14 TRUSTEE TONKING: That's another -- yeah.  
15 TRUSTEE TULLOCH: That's the 400 that was  
16 for Wednesday.  
17 CHAIR SCHMITZ: Yep. No. He didn't put  
18 the 400 on Wednesday. This is an additional 400  
19 from where we were.  
20 He increased it -- doing this activity, it  
21 says we would decrease it by another \$400,000. So  
22 on Wednesday when he came in, he came in with 6.022.  
23 And when this was done, it took the lowest number,  
24 which was the 5.6, which was an 8 percent increase  
25 over the '23/'24 budget.

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1 where does the Board want to take this budget?  
2 TRUSTEE NOBLE: I'd still prefer the  
3 6.022.  
4 TRUSTEE TONKING: I'm also in the 6.022,  
5 but I would okay with the 5.7.  
6 TRUSTEE TULLOCH: I'm okay with the 5.7.  
7 CHAIR SCHMITZ: I'm okay with the 5.7 too.  
8 Mr. Bandelin does an excellent job. I think, as you  
9 said, if sales -- if revenue goes up, then the wages  
10 and benefits go up, and they help each other.  
11 If everyone is okay with the 5.7, we'll  
12 increase that budget for Mr. Bandelin.  
13 MR. MAGEE: Just for clarity, because  
14 staff does need specificity on this, are we talking  
15 5,700,000 or 5,724,000? We do need that direction  
16 from the Board.  
17 CHAIR SCHMITZ: I'm -- specifically the  
18 numbers on these spreadsheets, so 5724. Sorry. I  
19 was just truncating to just indicate which column I  
20 was talking about.  
21 Is everyone comfortable with that? I  
22 don't hear anything so I'm going to move on.  
23 Here's the Rec Center. The Rec Center  
24 revenue was increased by 117,000, wages decreased by  
25 281, services and supplies decreased by 82.

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1 TRUSTEE TULLOCH: My misunderstanding  
2 then. I was fairly sure the 6.02 was the original  
3 budget from two weeks ago.  
4 TRUSTEE TONKING: Then the actual, it's  
5 still -- I think if anything we should take the  
6 actual, the estimated actuals at 8 percent. Even  
7 then, the budgeted is lower than the estimated  
8 actuals. In a lot of places, we took the estimated  
9 actual, so also flagging that.  
10 CHAIR SCHMITZ: Given what Mr. Bandelin  
11 said, both his willingness to try to cut, do the  
12 \$400,000 cut, and telling us that his actuals are  
13 coming in at about 5.5, I would feel comfortable in  
14 saying let's have a target of the 5.7, which is the  
15 8 percent over the actuals, because the probability  
16 is it will cost a little bit more. I'd rather do  
17 that than try to hit a target of an additional  
18 400,000 deduction.  
19 I want to give Mr. Bandelin a little bit  
20 of breathing room.  
21 TRUSTEE TULLOCH: Absolutely. We should  
22 be rewarding good behavior not bad behavior.  
23 CHAIR SCHMITZ: Right.  
24 Are all of us okay at the 5.7, or would  
25 you rather stick with Mr. Bandelin's 6.022? I mean,

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1 Something that I flagged is that utilities  
2 increased 17 percent in the Rec Center budget. Most  
3 of the other budgets, they were anywhere from like 3  
4 to 7 percent increase in utilities. I don't know  
5 whether it was a mistake or whether there's  
6 something that is just so out of the ordinary for  
7 the Rec Center, but their utilities -- I mean, even  
8 Public Works, no one else had a 17 percent increase  
9 in utilities. So that was a concern that I saw.  
10 The other risk that I want to point to my  
11 fellow trustees is that they overspent their wages  
12 this fiscal year. So to think that we're going to  
13 have a reduction in wages, they've overspent their  
14 budget, and we can see that on the next page.  
15 Their budget for this fiscal year was  
16 1.627. And the estimated actual is \$1 million more,  
17 it's 1.739. So they have exceeded their wages  
18 budget. I'm sorry, not a million dollars. Sorry  
19 guys. 100,000. So, anyway, it is been a long week.  
20 But there we are with them having  
21 overspent their budget, and now we're saying, gosh,  
22 we want you to come in basically roughly what they  
23 came in this year, which would be flat. But it also  
24 was a \$280,000 deduction from what staff presented  
25 yesterday.

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1 Those two things changed. And utilities,  
 2 I flagged that for staff because I don't know  
 3 whether it's a mistake, but it's a huge increase in  
 4 utilities.

5 MR. MAGEE: We'll be happy to look into  
 6 that.

7 CHAIR SCHMITZ: Okay. And is this  
 8 increase in sales and fees, is this realistic for  
 9 the Rec Center? Because we're sitting here looking  
 10 at 1.4 and to try to increase it by that amount.

11 MR. CRIPPS: Being that there's not one  
 12 specific driver to those revenues, I think it would  
 13 be -- we would need to ask the venue managers and  
 14 program managers of this, or, of course, take Board  
 15 direction or support the Board's direction on this  
 16 matter.

17 CHAIR SCHMITZ: So board members, looking  
 18 at the actuals, estimated actuals for the Rec Center  
 19 being at 1.4, the budgeted amount, so they didn't  
 20 hit their target for revenue, and they exceeded  
 21 their target for wages.

22 We need to put that around, this is an  
 23 area that we all said needed some adjustment, but if  
 24 you look at it, it's still an increase, still an  
 25 increase over this year's actuals.

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1 of your tax dollars. I'm just throwing that in as  
 2 it should be any different because that's where your  
 3 senior programming is, your youth programming, all  
 4 that.

5 To be honest, I kind of feel like this is  
 6 an area that we should be working with the county  
 7 more to get more funding because I do think that  
 8 they don't offer any of that for us in this area. I  
 9 think that's a super big loss, especially around our  
 10 senior programming and youth programming.

11 CHAIR SCHMITZ: What's the Board wanting  
 12 to do with this? Leave it in the budget that's in  
 13 the red text column?

14 TRUSTEE TULLOCH: Yes.

15 TRUSTEE NOBLE: I'm fine with that.

16 TRUSTEE TONKING: Yeah, that's okay.

17 TRUSTEE TULLOCH: Yes.

18 CHAIR SCHMITZ: Is Trustee Dent on?

19 TRUSTEE NOBLE: He's not.

20 CHAIR SCHMITZ: All right.

21 I'm fine with this. I understand this is  
 22 a stretch in revenue and this is a change, but it's  
 23 a change we need to make. And it's probably the  
 24 first step in probably a multiyear effort.

25 The tennis center, revenue increased by

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1 MR. MAGEE: As I had mentioned to the  
 2 Board previously, we are currently actively  
 3 recruiting for the new Parks and Recreation  
 4 director, and this one of the areas that we do  
 5 intend to study in this upcoming year and see if we  
 6 can't figure out a way to flip that around.

7 CHAIR SCHMITZ: Okay. So are we going  
 8 to -- as a board, are we leaving this to be the  
 9 increase in target revenue and the decrease in wages  
 10 and services and supplies? Where we are with the  
 11 Rec Center isn't sustainable. Our wages are  
 12 increasing faster than our fees and our sales.

13 Any comments?

14 TRUSTEE TULLOCH: I think this is the type  
 15 of target we need to have because we've seen this  
 16 consistent trend where we're not even covering wages  
 17 in a lot of cases here. I think we need to --  
 18 there, we've also seen programs have been cut and  
 19 removed, so there should be no reason for  
 20 significant increases in wages.

21 TRUSTEE TONKING: I was just also going to  
 22 flag this is a place where, yes, there are areas,  
 23 and need to make sure that we're getting closer to  
 24 breaking even. But, again, in municipalities across  
 25 the country, recreation is vastly subsidized by all

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1 117,000, wages decreased by 281, services and  
 2 supplies.

3 But, again, here's the risk: They  
 4 overspent their wages this fiscal year.

5 When we look at this, it's a significant  
 6 increase in revenue from what are actuals, and I  
 7 think its target. I think it's something that we  
 8 have to tackle.

9 Any others want to weigh in on this?

10 TRUSTEE TULLOCH: I like the idea of the  
 11 target. I think it's sensible, whether it's -- that  
 12 needs -- whether we have the opportunity to look at  
 13 rates further is there to make sure we're committed  
 14 to them for the year, whether there needs to be some  
 15 midyear increases to achieve these.

16 Also, are these -- I'm trying to see --  
 17 I'm not sure how many staff is involved there. It  
 18 is -- I'm happy to see the revenue supposedly  
 19 exceeding the wages now, but, again, we need to make  
 20 sure that these budgets and wages and that are  
 21 actually observed.

22 CHAIR SCHMITZ: Absolutely. Understand.  
 23 Rec admin, this was an area that they had  
 24 investment earnings increased by 17 million -- I'm  
 25 sorry, 17,000, roughly, and wages decreased. This

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1 is a budget that has been puzzling to me. It used  
 2 to, historically, all have negative revenue, and  
 3 suddenly now it's flipping to positive revenue. I  
 4 don't know whether the purpose of this account has  
 5 changed, but this is what the numbers are looking  
 6 at, an increase of investment and a decrease of  
 7 35,000 in wages and benefits.

8 TRUSTEE TULLOCH: This is one is a total  
 9 black box to all of us.

10 CHAIR SCHMITZ: Yep.

11 TRUSTEE TULLOCH: I don't think any of us  
 12 have a clue. I made the comment in the budget  
 13 last year, I was very puzzled as to what this  
 14 function actually did. I'm even more puzzled where  
 15 the revenue comes from. I suspect it's selling  
 16 punch cards, but I could be wrong.

17 Can you shed any shed light on that?

18 MR. CRIPPS: I don't have an answer for  
 19 that.

20 TRUSTEE TONKING: Who made this budget,  
 21 then?

22 MR. CRIPPS: Recreation staff did.

23 TRUSTEE TONKING: Do you have anyone here  
 24 who can speak to it?

25 MR. MAGEE: No, we don't have anyone from

90

1 Parks and Rec here tonight.

2 CHAIR SCHMITZ: I think we should put this  
 3 down as something on our long-range calendar for  
 4 staff to explain to us what this is, who is in this  
 5 cost center, because one of us has to have clarity  
 6 on it. And when you look at historically how this  
 7 cost center has been managed, I can't understand.  
 8 Sometimes it would be a negative \$200,000 in  
 9 revenues.

10 So I think we need to roll up our sleeves  
 11 and understand this better and educate the Board on  
 12 what this cost center is and what its purpose is.

13 MR. MAGEE: We will add this to the long  
 14 range calendar. We'll do the research on this and  
 15 come back to the Board in the near future with a  
 16 full explanation of all of the items that roll up  
 17 into this.

18 CHAIR SCHMITZ: Thank you.

19 Then the recreation facility fee  
 20 requirements. I jotted down basically where things  
 21 were. Now, we've made some modifications, but they  
 22 haven't been substantial modifications. Diamond  
 23 Peak nets about 1.9 million after 1.1 in CIP. The  
 24 Champ Golf, which includes The Grille and  
 25 merchandising and golf range, was at 270,000 of

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1 need, that included 480,000 of capital. The  
 2 Mountain Golf Course needed 185,000 in subsidy and  
 3 had zero capital facilities, didn't need any funds.  
 4 Recreation needed about 2.4 million, and that  
 5 included 1 million of CIP. Tennis was short by 52k,  
 6 this is for operations and CIP, there's no CIP, and  
 7 the rec admin was needing 207,000.

8 So it's roughly -- 3 million was reduced  
 9 to needing 1.16 million. After Diamond Peak profit  
 10 sharing, basically at this 1.162 comes out to be  
 11 roughly \$141 per parcel.

12 That includes all of -- Kate, I hope  
 13 you're still on, this is including all of our  
 14 budgeted for this year capital improvement projects  
 15 that she put in. Am I correct that those capital  
 16 improvements numbers were all in this budget?

17 MR. CRIPPS: I can help answer. Yes,  
 18 those capital projects were put in the budget and  
 19 they still remain.

20 CHAIR SCHMITZ: All right. So that's  
 21 where the recreation fee, where the requirements  
 22 are.

23 Now, there were some minor modifications.  
 24 There's some potential additional savings in central  
 25 services costs for the positions, but we reduced the

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1 golf revenue slightly. We increased some of the  
 2 wages at Diamond Peak. And we still have to  
 3 investigate the utilities at the Rec Center. This  
 4 is good ballpark.

5 Questions about this?

6 Moving on to the beach fund, revenues were  
 7 increased by 152k, wages were decreased by 250,  
 8 services and supplies decreased by 75. And here's  
 9 another one of risk, they overspent on wages this  
 10 fiscal year.

11 Here are the numbers, and you can see that  
 12 on Wednesday they came with basically a revenue of  
 13 1.250, and it is being increased to 1.4. Then wages  
 14 and benefits, if you look at what the actual budget  
 15 was, the budget was for '23/'24 was 1.1, and the  
 16 estimated actual is coming in at 1.5. That's a  
 17 significant overspending on the budget for wages and  
 18 benefits.

19 If you take that 1.5 and go over and look  
 20 at where the '24/'25 budget is projected or is  
 21 suggested to be is at 1.255, that's a 250,000  
 22 reduction, and then also a reduction of 75,000 to  
 23 services and supplies.

24 So with the beach fund, I'm going to just  
 25 do skip ahead, it requires \$832,000 for operations,

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1 capital is 1.25 million, so the total need including  
2 that 4.2 is roughly just under 5.1, which calculates  
3 out to be 656 a parcel, roughly. That includes --  
4 I'm going to back up to the financial page, that  
5 includes budgeting another \$4,200,000 towards our  
6 fund balance, which I believe is at 9 million right  
7 now, for the Beach House.

8 TRUSTEE TULLOCH: Does that number include  
9 the carryover on the beach house?

10 CHAIR SCHMITZ: The carryover is being  
11 carried over in fund balance.

12 TRUSTEE TONKING: Exactly.

13 CHAIR SCHMITZ: It's in fund balance.

14 I don't have on here -- I can't see the  
15 bottom of it, but I don't believe I have the fund  
16 balance here. In the spreadsheets, it had the fund  
17 balance, and I'm going from memory. The fund  
18 balance in the beach fund is roughly \$9 million. So  
19 we would be adding another 4.2 of funding into the  
20 beach capital improvement budget.

21 Am I understanding this and explaining  
22 this correctly, Adam?

23 MR. MAGEE: I'll take that one. We did do  
24 a fund balance working capital recently, and, yes,  
25 the \$9 million figure in your working capital for

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1 fund balance before carryover?

2 MR. CRIPPS: No. It's estimated actuals,  
3 so it's projected to be in fund balance.

4 TRUSTEE TONKING: Part of the --

5 TRUSTEE TULLOCH: Haven't spent it.

6 TRUSTEE TONKING: Yeah.

7 TRUSTEE TULLOCH: I haven't seen that  
8 appear anywhere else, it seems strange. We haven't  
9 agreed to carry over yet.

10 MR. CRIPPS: No. The carryforward,  
11 there's a list of projected carryforwards that was  
12 on the CIP list, and then it's included in that.

13 And then being that we didn't spend anything the  
14 project this fiscal year, that money is going to  
15 remain in fund balance, and then it would be part of  
16 the carryforward item brought back before the Board.

17 TRUSTEE TONKING: Is that the same thing  
18 you did for all the other carryforwards as well,  
19 they're all included under fund balances in their  
20 respective funds?

21 MR. CRIPPS: Correct.

22 (Inaudible comments from the  
23 audience.)

24 TRUSTEE TONKING: Point of order.

25 CHAIR SCHMITZ: So what this basically

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1 beach fund is accurate.

2 CHAIR SCHMITZ: So we would be adding  
3 budgeting to add another 4.25 million to that fund  
4 balance.

5 MR. CRIPPS: From the current fiscal year  
6 that we're in, it was a \$4-million budget for that  
7 project.

8 TRUSTEE TULLOCH: That's included in fund  
9 balance?

10 CHAIR SCHMITZ: We're not using fund  
11 balance here. You're not decreasing fund balance,  
12 you're actually budgeting -- if you're looking at  
13 this 4.2 and we're adding it, we're saying that --  
14 if we go to the next page -- I'm adding \$4 million  
15 in capital improvements, I'm adding it to the  
16 accumulation of fund balance for that project.

17 TRUSTEE TULLOCH: Yes, I understand. My  
18 question to Adam is whether the 4 million or  
19 whatever is left of it from this year, we spent  
20 \$125,000 of it or something this year from the 4  
21 million, is that already included in the 9 million  
22 fund balance?

23 MR. CRIPPS: Yes, that's included in that  
24 figure.

25 TRUSTEE TULLOCH: So it's been moved into

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1 sums up as is that -- and this is not a  
2 recommendation, this is not anything other than  
3 presenting the information that was in this budget  
4 to say based on these numbers, now we're going to  
5 have a little bit of shifting, that community  
6 services requires roughly \$141 per parcel, and the  
7 beach fund, if we want to build up the fund balance  
8 an additional \$4.25 million, would be \$656 parcel,  
9 so roughly \$800 per parcel.

10 I, for one, don't feel that we should be  
11 accumulating another \$4 million towards the Beach  
12 House. I think that's bit -- we already have  
13 9 million, and I really don't think should be trying  
14 to build a \$16-million building. That's just my  
15 opinion.

16 I think that, from my perspective, if we  
17 had a recreation fee of roughly \$150 per parcel, I  
18 would think that would cover what modifications we  
19 would need to make to budget that we talked about  
20 tonight.

21 With that, that's basically what staff  
22 pulled together. We've reviewed them and made some  
23 changes. I throw it back to my fellow trustees and  
24 say: This is what myself, staff understood that  
25 you, as a board asked, staff to do, and this is the

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1 information that was put together.  
 2 Let's take a break. Let's come back at 20  
 3 after.  
 4 (Recess from 8:16 p.m. to 8:27 p.m.)  
 5 CHAIR SCHMITZ: I believe Trustee Tonking  
 6 is back? Okay.  
 7 So, on the agenda that was the material,  
 8 and that was what staff has worked on putting  
 9 together today for agenda item G 3 as it relates to  
 10 to the budget.  
 11 G 3B. Central Services Cost Allocation  
 12 CHAIR SCHMITZ: We also have item B, which  
 13 is the central services cost allocation. And I  
 14 don't really quite remember where we left this off  
 15 at the last meeting.  
 16 Mr. Cripps, do you have additional  
 17 information that the Board needs to understand and  
 18 consider as part of this budget?  
 19 MR. CRIPPS: Yes, I do. Thank you, Chair.  
 20 So the Board did ask if the information  
 21 technology's wages had been reflected in the number  
 22 there. It is now reflected in the updated version  
 23 that is included in your packet today.  
 24 TRUSTEE TULLOCH: What is the new number?  
 25 MR. CRIPPS: 1.4 million.

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1 the general fund, where then the department as a  
 2 whole was taken into consideration under the central  
 3 services plan.  
 4 TRUSTEE TULLOCH: Yeah. So you're  
 5 allocating more than the original allocation?  
 6 MR. CRIPPS: The entire department,  
 7 correct.  
 8 TRUSTEE TULLOCH: Yeah. I just want to be  
 9 clear because there's a lot of confusion because  
 10 I've already found, pointed out other ones, and  
 11 finding inconsistencies behind the May the 20th  
 12 ones, and they all tend to go in the wrong  
 13 direction. That's why I want to clarify. That's  
 14 why I didn't understand the 1.98 million number  
 15 yesterday.  
 16 The 1.98 yesterday, 1.89, whatever it was,  
 17 included the additional positions that had been  
 18 removed?  
 19 MR. CRIPPS: Yes, it did.  
 20 TRUSTEE NOBLE: Chair Schmitz, could we  
 21 actually go back to the beach fund for a second?  
 22 CHAIR SCHMITZ: To the presentation?  
 23 TRUSTEE NOBLE: I don't think we need to  
 24 do the presentation.  
 25 You had mentioned that there's

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1 TRUSTEE TULLOCH: Can I ask why, then, on  
 2 the May the 20th, which showed the general fund  
 3 salary allocations, for total IT it showed at  
 4 1.111113, and that was including the point of sale  
 5 product administrator.  
 6 MR. CRIPPS: So in regards to the wages,  
 7 it was wages only, whereas this takes the department  
 8 as a whole.  
 9 TRUSTEE TULLOCH: So the original May 20th  
 10 numbers didn't include the rest of that because this  
 11 was the allocation provided to other funds.  
 12 MR. CRIPPS: Based on wages only.  
 13 TRUSTEE TULLOCH: Yeah. So you've added  
 14 other costs as well?  
 15 MR. CRIPPS: The departments -- the full  
 16 department's cost go into the allocation.  
 17 TRUSTEE TULLOCH: Well, just the question,  
 18 I want to be sure, so the May 20th figures we're not  
 19 correct, they only included salaries?  
 20 MR. CRIPPS: They were based on salaries,  
 21 correct.  
 22 TRUSTEE TULLOCH: So this is part of  
 23 this -- is this part of this general fund  
 24 reductions?  
 25 MR. CRIPPS: No. The wages remained in

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1 approximately \$9 million in fund balance. And under  
 2 the exercise, there was approximately 4.25 million  
 3 additional for capital outlay and improvements, with  
 4 the majority of that earmarked for the proposed  
 5 Beach House.  
 6 Did you want to add -- what would be your  
 7 recommendation with regards to that 4.25 figure?  
 8 CHAIR SCHMITZ: Trustee Noble, who are you  
 9 asking the question of?  
 10 TRUSTEE NOBLE: Chair Schmitz, you had  
 11 indicated that you were not comfortable with the  
 12 collecting additional monies, at least that amount,  
 13 towards the Beach House. I was wondering if you  
 14 were satisfied with what's currently in fund balance  
 15 or if you actually wanted to collect any additional  
 16 monies for the Beach House.  
 17 CHAIR SCHMITZ: I'm going to pause that  
 18 discussion because that is really part of the next  
 19 agenda item, which is really talking about the rec  
 20 and the beach fee.  
 21 Can we delay that to that agenda item?  
 22 TRUSTEE NOBLE: Yes.  
 23 CHAIR SCHMITZ: Okay. I was trying to  
 24 stay away from having too much discussion about the  
 25 rec and beach fee because that's the next agenda

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1 item.

2 TRUSTEE TONKING: Can you put it -- back

3 up so I could see the fund balance again? I'm a

4 little confused.

5 CHAIR SCHMITZ: What I would have to bring

6 up, and it might be easier for Adam to bring it up,

7 is the entire spreadsheet that was emailed out.

8 When I snippet it, when I put it into the

9 presentation, I was short on space and didn't

10 include the fund balance lines.

11 Mr. Cripps, do you have it?

12 MR. CRIPPS: I can share.

13 TRUSTEE TONKING: So if I look at this

14 with the Beach House, it's 9.3 million -- correct?

15 -- at the end of 2024.

16 MR. CRIPPS: Well, you'll see in the

17 estimated actuals there that there's no spending on

18 the project, so it's gong to come back into the fund

19 balance. That's where you see it go from the 6.9 to

20 the 9.3.

21 TRUSTEE TONKING: Perfect.

22 What is our -- what do we need in that

23 fund to meet our reserve policy?

24 MR. CRIPPS: I don't know the exact dollar

25 amount.

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1 TRUSTEE TONKING: Maybe that's something

2 we can look at, if possible, as we move through this

3 next. I don't want to say that we have 9 million

4 available when we still have a reserve policy that

5 we have to meet.

6 CHAIR SCHMITZ: Any other questions

7 relative the budget information before we go into

8 anything further on the central services cost

9 allocation?

10 All right. Then as it relates to central

11 services, you have it on your task list as something

12 that needs to be done is looking at the Moss Adams'

13 report and making best practices changes to the

14 central services cost allocation methodology and

15 policy for next year?

16 MR. CRIPPS: Yes. That is something that

17 we're looking into this upcoming fiscal year.

18 CHAIR SCHMITZ: Okay. I've jotted it down

19 as being on the long range calendar.

20 TRUSTEE TULLOCH: I have a question for

21 Adam in the cost allocation, because as we saw on

22 the utility fund, we saw pretty haphazard moving of

23 central services costs between somethings that are

24 part of the overall utility fund, and other things

25 that are chargeable to the utilities as part of the

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1 utility rate study.

2 Have we done this out of convenience or

3 have some methodology to justify those movements do

4 it's still a consistent application?

5 MR. CRIPPS: The movements that were done

6 were -- the assessment that was done going into the

7 water and sewer, that's where the primary functions

8 do lay when it comes to the spreading of the central

9 services, as opposed to specific to the TWSA, they

10 hold just a small component of what the services

11 would be, so, primarily, the services do get

12 directed to water and sewer.

13 TRUSTEE TULLOCH: Yes. But in solid

14 waste, we originally had an 85,000 central services

15 allocation. Again, a relatively small one. So I'm

16 saying is the methodology where you've moved these

17 numbers, is that defensible, is that consistent

18 across the board?

19 MR. CRIPPS: Yes, it is.

20 TRUSTEE TULLOCH: So where we've moved

21 extra central services costs and allocations into

22 the utility ratepayer's fund, funds that are charged

23 to the users of our utilities as opposed to just the

24 utility fund in general, which is really the Public

25 Works fund, all these things, changes remain

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1 consistent?

2 MR. CRIPPS: Through the fund, yes.

3 TRUSTEE TULLOCH: So the same methodology

4 we can defend because it made -- the public comment

5 was made that there's issues around the cost

6 allocation. I want to make sure these are

7 defensible, especially is we're throwing them on --

8 pulling them out of one fund and then just moving it

9 on to utility ratepayers.

10 MR. CRIPPS: Yes. And, again, the central

11 services is based off of the District's historical

12 policy. And then moving forward, we are going to be

13 looking at -- a majority of these items, through the

14 new allocation plan that's produced.

15 TRUSTEE TULLOCH: Okay. So the -- and it

16 also reflects the reductions that's been shown in

17 the spreadsheet?

18 MR. CRIPPS: Yes. All changes have been

19 updated.

20 TRUSTEE TULLOCH: Okay. So these -- where

21 these costs have been dropped off, it's been

22 reflected and updated in central services

23 allocations?

24 MR. CRIPPS: That's correct.

25 TRUSTEE TULLOCH: Thank you.

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1 Sorry. I did have another question. If I  
2 look at internal services, do they not use any  
3 central services?  
4 MR. CRIPPS: My understanding with the  
5 internal services is that it's -- because it is  
6 internal, then they would be charging us to charge  
7 them.  
8 So the thought behind it was that they  
9 don't -- we assess the -- our costs -- our central  
10 allocation.  
11 TRUSTEE TULLOCH: How can that then be  
12 consistent across all the departments? How can that  
13 be a defensible policy? Because in -- also, if  
14 we're doing internal services, I mean, we should be  
15 striving to ensure that they are cost reflective and  
16 cost effective than using external services.  
17 If we're not applying some of the costs  
18 there that have been picked up elsewhere, how is  
19 that consistent?  
20 MR. CRIPPS: And, again, this policy is  
21 following the prior year's policy.  
22 TRUSTEE TULLOCH: Regardless of the prior  
23 year's policy, I'm asking how that complies with NRS  
24 requirements?  
25 MR. MAGEE: If I can jump in for just a

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1 legal looked at this one, did they not check with  
2 our policies? I feel like that's usually what  
3 happens.  
4 MR. RUDIN: We're talking about Policy  
5 18.10, and it has a date at the bottom in the footer  
6 that says, "Effective fiscal ending June 30, 2022."  
7 The bulk of the policy just says it's  
8 going on to follow the NRS.  
9 TRUSTEE TULLOCH: So we still have the  
10 outstanding question. If it says it follows the  
11 NRS, we're comfortable we do follow the NRS?  
12 TRUSTEE TONKING: Have you had an  
13 opportunity to see if it follows NRS, or do you have  
14 any concerns?  
15 MR. RUDIN: I mean, the NRS and the NAC on  
16 this part are relatively squishy in that they  
17 require the cost, the allocation be reasonable and  
18 -- I'm pulling it up so I'm not misquoting anything.  
19 CHAIR SCHMITZ: While you're looking for  
20 that, so the departments or the organizations, the  
21 cost centers that do not have central services cost  
22 allocation include fleet, parks, internal services,  
23 engineering, and buildings.  
24 So those are the spreadsheets, and it's  
25 apparent in the materials that we went through in

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1 second. Staff put together this in accordance with  
2 Board policy. To my knowledge, Board policy does  
3 not violate the NRS.  
4 TRUSTEE TULLOCH: I'm not sure. I've  
5 never seen the Board policy on cost allocations.  
6 MR. MAGEE: Sure. If the Board would  
7 like, I can certainly email it to you. It is out on  
8 the website.  
9 TRUSTEE TULLOCH: That would be helpful.  
10 And then maybe Sergio can take a look at it as well  
11 to see that we are being consistent with NRS,  
12 because I'm concerned that -- I need to take account  
13 -- claims have been made in public comment citing a  
14 particular statute, so I wanted to make sure that  
15 we're properly following them.  
16 TRUSTEE TONKING: And legal, not just what  
17 -- has legal looked at this before? Is this their  
18 first time looking at it?  
19 CHAIR SCHMITZ: The central services cost  
20 allocation policy was redone, I believe -- actually  
21 I don't think it was redone by Mr. Navazio.  
22 Can you pull it up, Mr. Magee, to see the  
23 date that it was last modified, the central services  
24 cost allocation policy?  
25 TRUSTEE TONKING: I just thought that when

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1 the presentation earlier tonight.  
2 MR. RUDIN: Yeah, so, I mean, in section  
3 2.0 of the policy, you do have proportion of  
4 allocation be based on budget data, and it talks  
5 about 80 percent of budget in accounting central  
6 overhead costs, credit for interest earnings are to  
7 be allocated on the basis of services and supply  
8 expenses by fund, human resource payroll -- and 20  
9 percent of budget and accounting costs to be  
10 reallocated on a blended rate, a budget --  
11 full-time, equivalent positions, wages and benefits.  
12 I do think that if staff are intending  
13 on -- it does indicate in 104, you know, your costs  
14 that can be allocated as part of a central service  
15 cost allocation plan are legislative costs, for the  
16 Board of Trustees, legal costs, general  
17 administration, emergency services, public  
18 relations, property management, grants management,  
19 contract procurement, accounts payable, grounds and  
20 building maintenance, budgeting, accounting, payroll  
21 and audit, human resources and risk management, IT  
22 and warehouse and storage.  
23 So, yeah, those all do seem like costs  
24 that can properly be allocated. There's not --  
25 other than that policy language, you know,

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1 identifying 80 percent of budgeting accounting  
2 central overhead costs, and there's not particularly  
3 foreign formulas on how you're allocating certain  
4 other items that are listed as being allocable.  
5           So, you're going to default to the NAC and  
6 NRS on those and just ensure that -- staff should be  
7 ensuring that they are reasonable and proportionate  
8 to what the benefits are to the actual enterprise  
9 funds.  
10           I'll defer to staff on that sort of  
11 analysis.  
12           TRUSTEE TULLOCH: To follow up, Parks  
13 don't get charged central services allocation now  
14 that they're in the general fund. But when they  
15 were in community services, they were charged  
16 central services cost allocations?  
17           CHAIR SCHMITZ: I would have to look at  
18 the past. I'm not sure. I don't know. I'm  
19 assuming they were.  
20           I have some historical data. If you  
21 give me a couple of minutes, I can look at it. I  
22 just can't answer it off the top. I don't know.  
23           TRUSTEE TULLOCH: It's okay.  
24           Again, my concern is that we -- I see no  
25 real reason why our internal services should not

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1 know why. I just know that they aren't.  
2           TRUSTEE TULLOCH: Understood. Thank you.  
3           CHAIR SCHMITZ: We need to make a motion  
4 relative to central services cost allocation and  
5 indicate what -- according to our agenda, what  
6 direction that we're giving staff relative to  
7 central services costs allocation.  
8           Would anyone care to make a motion?  
9           TRUSTEE TONKING: I move that we accept  
10 the central services cost allocation.  
11           TRUSTEE NOBLE: I'll second it.  
12           CHAIR SCHMITZ: Discussion?  
13           MR. RUDIN: And that would be as set forth  
14 in supplemental B?  
15           TRUSTEE TONKING: Right. As set forth in  
16 -- as staff recommended in Supplemental B.  
17           CHAIR SCHMITZ: Where is the supplement?  
18 I understand what trustee Tonking is saying, but we  
19 don't really have anything in front of us  
20 documenting what that is. And I believe what you're  
21 saying it is that it is for IT services --  
22 correct? -- to include IT services in the central  
23 services cost allocation plan. And then to exclude  
24 the departments that historically haven't been  
25 charged central services cost allocation. Is that

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1 be -- if we're trying to claim that they're more  
2 effective than outsourcing work or having it done  
3 externally, we should be looking at the real costs.  
4 I'm sure they'll use HR, they all use accounting,  
5 they all use IT.  
6           Obviously since this is the night before  
7 Christmas, we can't make that change. Again, it's  
8 something we should be taking into account if we  
9 look at whether it makes any sense by doing these  
10 services internally.  
11           CHAIR SCHMITZ: I'm trying to see if I  
12 could find any historical. I didn't have it  
13 captured. I'd have to go back and look. I don't  
14 know. I mean, I'm not the accountant here. I don't  
15 have the answer to that.  
16           I did ask the question earlier today when  
17 I was going through these spreadsheets, and I  
18 specifically asked: Why do these departments not  
19 have central services cost allocation?  
20           When I spoke with and asked the question  
21 of the Public Works Director Nelson, she indicated  
22 engineering is one area that is big user of IT  
23 services and what have you.  
24           But I don't know why they're not being  
25 charged central services cost allocation. I don't

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1 the recommendation?  
2           TRUSTEE TONKING: There's a sheet we all  
3 have.  
4           CHAIR SCHMITZ: Well, I don't have the  
5 sheet.  
6           TRUSTEE TONKING: So that's what I was  
7 referring to is the numbers on the sheet, which is  
8 allocating the dollars to the respective -- the IT  
9 department to its respective other subfunds.  
10           TRUSTEE NOBLE: It's the very last page in  
11 today's packet.  
12           MR. RUDIN: It's also posted on the  
13 website, dated 5/31, Supplemental Item G 3B.  
14           CHAIR SCHMITZ: Got it. Oh, yes, I do  
15 recall seeing this. Okay.  
16           Looking at this chart, internal services,  
17 it's tough for me to read. Are you showing that  
18 internal services is being charged central services  
19 cost allocation?  
20           MR. CRIPPS: They are not.  
21           CHAIR SCHMITZ: That was one of them that  
22 I listed. Isn't internal services right after  
23 beaches?  
24           MR. CRIPPS: Yes, it is. But the line  
25 that says "The annual (inaudible) for adopted



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1 budget," it indicates the funds that it applies to.  
2 CHAIR SCHMITZ: I see. Okay.  
3 TRUSTEE TULLOCH: Does this line mean this  
4 is the amounts that should be allocated, then, based  
5 on our methodology?  
6 MR. CRIPPS: Yes. But what you'll see in  
7 also included in that number is the number from the  
8 -- to the -- what would be from the general fund.  
9 So then the actual what we're looking to  
10 adopt would be the 3.7.  
11 TRUSTEE TULLOCH: No. But if we're  
12 consistent with our methodology, there would be  
13 53,000 in IT, it would be 82,000 in accounting,  
14 there would be -- and that would be 142,819, would  
15 be allocated to internal services if we're being  
16 consistent with out methodology.  
17 So that's basically 142,000 that's been  
18 respread to other funds; is that correct? If we're  
19 not recovering it.  
20 MR. CRIPPS: So the number's down below  
21 for the adopted budget, those are the numbers that  
22 are in the sheets -- that we're putting forward  
23 today.  
24 TRUSTEE TULLOCH: I understand. But  
25 unfortunately these -- it's pretty hard, it's

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1 TRUSTEE TONKING: Aye.  
2 TRUSTEE NOBLE: Aye.  
3 CHAIR SCHMITZ: Aye.  
4 Opposed?  
5 TRUSTEE TULLOCH: Nay.  
6 CHAIR SCHMITZ: Motion passes three to  
7 one. Moving on then, we would open up the public  
8 hearing for agenda item G 2, which is the recreation  
9 services.  
10 TRUSTEE TONKING: Don't we vote on the  
11 budget or are we closing the budget?  
12 MR. RUDIN: Chair, I do think that you  
13 should probably vote to approve a budget with  
14 whatever provisions and modifications you would like  
15 to see. And also, as part of that motion, authorize  
16 the General Manager to prepare and file Form 4404  
17 consistent with the figures that are approved by the  
18 Board.  
19 CHAIR SCHMITZ: Thank you for that.  
20 So the changes I had identified is that we  
21 had questions about some position deductions. We  
22 wanted engineering, the group, the consensus was  
23 engineering not to cut because we want to get our  
24 CIP projects done. Golf was going to be adjusted to  
25 a target revenue of the 4.32 million. And Diamond

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1 difficult for me. We're showing these charges, but  
2 then we're saying they're not being charged but  
3 we're saying we're being consistent with the  
4 application of the methodology?  
5 MR. CRIPPS: That amount is not --  
6 internal services is not being charged.  
7 TRUSTEE TULLOCH: Yes, I realize that.  
8 But if in theory the methodology we show, it should  
9 be charged, the calculations?  
10 (Inaudible response.)  
11 TRUSTEE TULLOCH: Okay. Thank you.  
12 CHAIR SCHMITZ: Could you please clarify  
13 for me, internal services includes fleet buildings  
14 and engineering; is that correct? Is that what  
15 internal services is?  
16 MR. CRIPPS: Yes, that's correct.  
17 CHAIR SCHMITZ: And they're not being  
18 charged any central services cost allocation because  
19 the logic is is that they get charged back to the  
20 organization again, so it's spreading something and  
21 then spreading it again. Is that the thought?  
22 MR. CRIPPS: That's my understanding.  
23 CHAIR SCHMITZ: So a motion's been made,  
24 it has been seconded. I'll call for the vote. All  
25 those in favor?

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1 Peak was going to be adjusted to have its wages at  
2 the \$5.7 million.  
3 I believe those were the modifications  
4 that there was consensus on. Did I miss anything?  
5 MR. MAGEE: If I may, I believe that the  
6 ski revenue was adjusted also to 13,818,500, that  
7 was the figure that was accepted.  
8 CHAIR SCHMITZ: Right.  
9 MR. MAGEE: Other than that, my list  
10 matches yours.  
11 CHAIR SCHMITZ: Okay. Yes. And I had  
12 that in my notes. Thank you for that addition.  
13 Those were the modifications that we made.  
14 Would anybody care to attempt to make a motion?  
15 TRUSTEE TONKING: I move that we make a  
16 motion of the recommended budget as displayed by  
17 staff with the edits that were just described by  
18 Chair Schmitz and GM Magee.  
19 TRUSTEE NOBLE: I will second that.  
20 CHAIR SCHMITZ: Any further discussion? A  
21 motion's been made and seconded, any further  
22 discussion?  
23 TRUSTEE TULLOCH: Yes, I'd like to further  
24 discuss.  
25 I must say -- and my comments will come as

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1 no surprise to those who have been follows the  
 2 process. I think this is -- there's been a huge  
 3 amount of work gone into this process.  
 4 Unfortunately, we're now at the night before  
 5 Christmas and Santa Clause has just about come down  
 6 the chimney, and we still don't have any actual  
 7 numbers in front of use. We're trying to vote on  
 8 something that we've seen about 20 different  
 9 spreadsheets in each budget over the last 12, 10  
 10 days, I think.  
 11 I've put lot of effort into this to try to  
 12 correct things. I think I've seen very little  
 13 substantive movement. I'm disappointed seeing some  
 14 figures that, for instance, the million bucks  
 15 investment given that was ever owned up to in the  
 16 initial May 20th one. Obviously, the numbers were  
 17 skewed by a million dollars in revenue there. We  
 18 know that revenue existed.  
 19 We've gone through this process. We've;  
 20 made no significant movements, we've taken no  
 21 significant actions to actually address the issues.  
 22 We've papered over things by putting in what are  
 23 probably fictitious revenue numbers in various areas  
 24 to make it look like it balances. The only thing we  
 25 know for certain is that the money will be spent.

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1 We've now opened up a new avenue for venues and  
 2 things to dip into with this capital expenses, which  
 3 again will probably be used to cover salaries and  
 4 overspending.  
 5 We have put no controls in place to make  
 6 sure that capital expense money is monitored so it's  
 7 not released until the project is actually done.  
 8 We just basically going to hand over a new  
 9 budget to staff with major increases already, and we  
 10 know we've -- yes, it will balance it out. It will  
 11 be like facilities, we'll suddenly find another  
 12 400,000 in revenue and spending 200,000 less.  
 13 This whole process has not been well  
 14 thought through. We were told that a zero-based  
 15 budget -- we're going zero-based budgeting; we've  
 16 done baseline-plus budgeting, and nobody's -- lead  
 17 the public and the community to believe.  
 18 To pass these numbers, there's been so  
 19 many numbers, board members have not been able to  
 20 keep up with it, far less community members.  
 21 Based on that, I can't to support this  
 22 budget. I have a fiduciary duty to the community.  
 23 I said I was running on transparency and  
 24 accountability, and I've worked very hard during my  
 25 time in office to do that. I'm going to stick to

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1 that. I've made the points. I realize I'll  
 2 probably be outvoted on this. I think what we're  
 3 trying to do here farcical, so I shall be a firm no.  
 4 Thank you.  
 5 CHAIR SCHMITZ: Thank you for comments.  
 6 I think -- I feel that I can speak for all  
 7 of us that this budget process has been laborious  
 8 and tedious and at times very nonproductive. And I  
 9 look forward to Mr. Magee presenting back to the  
 10 Board the lessons learned in this process and how  
 11 it's going to be done differently in the future.  
 12 We have all spent an inordinate amount of  
 13 time, as has staff, doing things, redoing things.  
 14 We haven't done this process efficient in any way,  
 15 shape, or form. I agree with you wholeheartedly.  
 16 I want say that as this budget moves  
 17 forward, Mr. Magee, it is your responsibility to  
 18 control, monitor, and hold people accountable for  
 19 these revenue numbers, for these line item numbers,  
 20 and the reductions that have been identified here.  
 21 That is your responsibility.  
 22 And as a Board, I think we need to make  
 23 sure that you're understanding how we're going to be  
 24 holding you accountable. And I think that we need  
 25 to have timely monthly financial reports by subfund

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1 so that we can track this and we can monitor to  
 2 determine whether things are on track or not. We  
 3 have make to adjustments midyear. We have to make  
 4 adjustments if things are not going the way the  
 5 budget is set up.  
 6 I agree with Trustee Tulloch that there  
 7 has to be an element of accountability, and,  
 8 ultimately, that is the General Manager's.  
 9 Are there any other comments or  
 10 discussion?  
 11 TRUSTEE TULLOCH: If I may, I'll try to  
 12 avoid repeating, but, yes, I totally agree with  
 13 that.  
 14 To go further, I would like to ask General  
 15 manager Magee to bring back, by the middle of June,  
 16 his proposals, his proposed methodology to actually  
 17 monitor this and put controls in place to see that  
 18 funds are not disbursed and dissipated elsewhere to  
 19 make sure that -- and also to bring the -- I would  
 20 ideally like to see a signed-on sheet by all the  
 21 venue managers and directors that they observe this  
 22 budget and they intend to deliver on it.  
 23 I realize that's probably pretty untypical  
 24 in the public sector. It's perfectly normal in the  
 25 private sector. I've had to do it in multiple

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1 budget cycles in the past. And it's obviously in  
 2 the private sector, there's a very clear  
 3 understanding: If you fail to deliver on revenue  
 4 and you over spend in costs, you're usually looking  
 5 for something else.  
 6 I realize that's not the practice here,  
 7 but I would like to ask General Manager Magee to  
 8 bring back, by the middle of June, firm proposals,  
 9 and preferable sign ons by all venue directors.  
 10 MR. MAGEE: Would you mind if I address  
 11 that at this time?  
 12 TRUSTEE TONKING: Can we please close out  
 13 this vote?  
 14 CHAIR SCHMITZ: Sure. Michaela, if you  
 15 don't mind, can we just let him make whatever  
 16 comment, perhaps there's something that's going to  
 17 sway someone with their vote.  
 18 Go ahead, Mr. Magee.  
 19 MR. MAGEE: I think those comments are  
 20 fair. And that's exactly what staff was intending  
 21 to do.  
 22 And to address Trustee Tulloch's comments,  
 23 we can certainly ask the venue managers to sign a  
 24 document to that if that's what you're looking for.  
 25 But the process that Mr. Cripps has put in

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1 place, part of the reason we asked the Board and  
 2 made the recommendation to the Board to build out  
 3 the budget team is exactly the intent that you're  
 4 describing, is to have monthly budget monitoring,  
 5 work directly hand in hand with the finance  
 6 department, with the venue managers so that everyone  
 7 has a clear understanding of where they are with  
 8 their budgets.  
 9 In times past, the directors have shared  
 10 with me personally that they didn't feel like they  
 11 had the information that they needed to properly  
 12 manage to their budgets, and so that's exactly the  
 13 process that we are putting into place as we speak.  
 14 And the intention is is to bring that back each  
 15 month as described by Chair Schmitz.  
 16 TRUSTEE TULLOCH: Thank you, General  
 17 Manager Magee. That covers a part of it.  
 18 But this is not the responsibility of the  
 19 finance department. The Assistant Director of  
 20 Finance has no control or authority over the various  
 21 directors. That is quite clearly your job.  
 22 I'm assuming there will be monthly reviews  
 23 by yourself with each of the venue managers  
 24 addressing that, and then an update to the Board. I  
 25 would also expect to see the monthly reports that

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1 are submitted to the Board to contain that financial  
 2 information as well.  
 3 MR. MAGEE: I understand the direction.  
 4 TRUSTEE TONKING: Can we note that in long  
 5 range we're going to have a discussion about this  
 6 budget process because I have a lot to say on it but  
 7 don't need to do it right now.  
 8 Thank you.  
 9 CHAIR SCHMITZ: Yes, I do have that down  
 10 as lessons learned.  
 11 And also, I guess, we can make this as a  
 12 separate motion to direct the 4404 form, but right  
 13 now, we're just talking about this budget with the  
 14 revisions.  
 15 A motion's been made, it's been seconded,  
 16 there's been discussion. Is there any further  
 17 discussion on this motion?  
 18 Seeing none, I'll call for the vote. All  
 19 those in favor?  
 20 TRUSTEE TONKING: Aye.  
 21 TRUSTEE NOBLE: Aye.  
 22 CHAIR SCHMITZ: Aye.  
 23 Opposed?  
 24 TRUSTEE TULLOCH: No.  
 25 CHAIR SCHMITZ: Thank you. I appreciate

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1 everyone's efforts on this. And we have all worked  
 2 together very well to get to where we are today.  
 3 There's significant reductions in this budget, and I  
 4 think that's what the Board was looking for.  
 5 Then we have the 4404 form. So it looks  
 6 like we have to direct staff to submit the form to  
 7 the State Department of Taxation. I would like to  
 8 have, perhaps, if he is willing, Trustee Tulloch  
 9 review the 4404 form to ensure it's consistency and  
 10 accuracy of what we reviewed tonight.  
 11 If he's not willing or interested in doing  
 12 that, I certainly understand. But I think that  
 13 there should be an element of cross checking,  
 14 because, was we've mentioned, there's been much  
 15 changing going on on a daily basis.  
 16 Do we have a motion on the 4404 form?  
 17 TRUSTEE TONKING: Is Trustee Tulloch  
 18 willing to review it, I guess? Then I can make the  
 19 motion.  
 20 TRUSTEE TULLOCH: I'm willing to review  
 21 it, but without any verified numbers, unless  
 22 we're -- are we going to produce -- when are we  
 23 going to have this available for review? And when  
 24 are -- are we going to produce revised, am I going  
 25 to received revised sheets to make sure this is

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1 consistent?

2 MR. CRIPPS: We'll be working on them

3 right away, so as soon as possible because we have a

4 deadline to meet.

5 CHAIR SCHMITZ: I can make these

6 modifications in 15 minutes to these spreadsheets

7 based on what we did tonight.

8 The spreadsheets were shared, I think

9 there are three of them that will get modified. It

10 needs to get done tonight, updates need to get done

11 tonight, because this has to get completed.

12 TRUSTEE TULLOCH: Understood. I think

13 this is a staff responsibility that should do that

14 because staff are submitting the form.

15 CHAIR SCHMITZ: I get it, Ray. I

16 understand. I'm just telling you that it shouldn't

17 take more than 20 minutes to make these changes to

18 the spreadsheets, maybe I'm being naive. But we

19 just have to get things done and get them done

20 efficiently.

21 TRUSTEE TULLOCH: Absolutely correct. But

22 I think this form is not being delivered to the

23 taxation office tomorrow.

24 CHAIR SCHMITZ: Yes. It has to be.

25 TRUSTEE TULLOCH: No. I've just spoken

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1 with General Manager Magee. I'm told it goes in on

2 Monday.

3 MR. MAGEE: Yes. When I spoke to the

4 Department of Taxation this morning, what they

5 indicated to me was is we were required to pass the

6 budget tonight. However, since the 1st falls on a

7 Saturday, they would accept the document on Monday.

8 So while I understand the Board's desire

9 to move quickly, I think we're all a little bit

10 tired. My preference would be for the Board to

11 allow staff to work on it tomorrow and set a

12 deadline of tomorrow evening to get that over to

13 Trustee Tulloch to ensure that all numbers have been

14 double checked.

15 TRUSTEE TULLOCH: I'm comfortable with

16 that, General Manager Magee.

17 CHAIR SCHMITZ: Thank you, Trustee

18 Tulloch.

19 TRUSTEE TONKING: I move that the staff

20 complete the Form 4404 and submit it to the

21 Department of Taxation after Trustee Tulloch

22 reviews.

23 TRUSTEE NOBLE: Second.

24 CHAIR SCHMITZ: Motion's been made and

25 seconded. I'll call for the vote. All those in

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1 favor?

2 TRUSTEE TONKING: Aye.

3 TRUSTEE TULLOCH: Aye.

4 TRUSTEE NOBLE: Aye.

5 CHAIR SCHMITZ: Aye.

6 Opposed?

7 TRUSTEE TULLOCH: No, because it's

8 consistent with my vote to reject the budget.

9 CHAIR SCHMITZ: Understood.

10 Does that close out the deliverables for

11 this agenda item?

12 TRUSTEE TONKING: It does.

13 G 2. '24/'25 Recreation Roll

14 CHAIR SCHMITZ: Okay. So we will then

15 move on to opening the public hearing for the

16 '24/'25 recreation roll. Public comment will be

17 limited to three minutes on this specific topic.

18 MR. DOBLER: Have you ever heard the old

19 saying about getting the cart before the horse? I

20 don't really know how you can pass a budget when you

21 haven't passed the rec fee, the rec and beach fees.

22 So you're working backward, and is maybe you ought

23 to think about that. Very little logic has gone

24 into again any of this, and it's like the blind

25 leading the blind. It's really amazing.

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1 I wanted to talk to you about the large

2 requirement for the rec fee in the recreational

3 area. It's \$2.5 million. Now, I don't care how

4 many programs you have. I don't care. I don't

5 really think too much about it. But when I looked

6 on those sheets that were give sometime in May,

7 there was a listing of programs that had to be close

8 to a hundred, and the only comparison was: This is

9 what we charged last year, and this what we're

10 charging this year.

11 But more importantly, they never showed,

12 well, what was the usage? Are we doing a program

13 for five people, are we doing a program for ten

14 people, are we doing a program for a hundred people?

15 Without having that information, what good does it

16 do to show two pieces of paper with a hundred

17 programs on it, that you're raising it by two bucks

18 and three bucks and five bucks.

19 In other words, nobody's over -- you got a

20 guy, I guess, this CPA guy came in and nobody's

21 looking at to say: Is this a reasonable program to

22 have that benefiting a large number of people in the

23 community?

24 Everybody -- some people like ballroom

25 dancing. I guess there's one now about paddle

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1 boarding or whatever, and that's fine. I'm too old  
 2 to do any of them. But it just doesn't seem to me  
 3 that you're actually building a budget. All you're  
 4 doing is just hire a bunch of people, through them  
 5 out there, we don't -- aren't going to monitor what  
 6 sort of usage we have, and let's add a few more the  
 7 next year.

8           What does do you think's wrong with that?  
 9 You think something's wrong with that, Mr. Noble? I  
 10 mean, is that the way you operate a enterprise  
 11 business? You just keep adding things and, hey, we  
 12 got this shirt, nobody's buying it, but let's keep  
 13 making it because, after all, we want to make the  
 14 shirt.

15           I'll -- that's all I got to say about it.  
 16 As a result, that's why your rec fees get so high.

17           MR. KATZ: Aaron Katz, Incline Village.  
 18           I want to point out, Sara, it's 9:30, the  
 19 public hearing on this was six, not 9:30. So you've  
 20 made us sit for three and a half hours, and I'm not  
 21 happy about it.

22           This whole rec thing is the ends justify  
 23 the means. I heard our chairperson say, well, we  
 24 need this there. We need this there. We need that  
 25 there. Then we add all the needs together, and

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1 whamo, it's the rec fee.  
 2           In other words, it has nothing to do with  
 3 delivering recreational facilities; it has  
 4 everything to do with covering a deficiency because  
 5 overspending you've doing for 50 years.

6           NRS 218.201 instructs: This election  
 7 could be made only if the board has previously  
 8 adopted rates pursuant to this chapter and caused a  
 9 written report to be prepared and filed with the  
 10 secretary, which neither of these things have take  
 11 place.

12           Because neither of these things have taken  
 13 place, there's nothing before the public to protest,  
 14 yet this is supposed to a protest hearing. So if  
 15 there's nothing to protest, there's nothing for you  
 16 send to the assessor. And I object to you sending  
 17 anything to the assessor.

18           The time has come to start living within  
 19 your financial means. Stop making your neighbor  
 20 involuntarily subsidize your personal recreation.  
 21 Be responsible and end this subsidy once and for  
 22 all.

23           Now, by the way, for the people that may  
 24 be listening, \$10 million worth of subsidies; 3.74  
 25 for central services, 3.7 for the rec fee, 2.56 for

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1 the beach fee. \$10 million that's what your rec --  
 2 where do you -- what do you have for 10 million?  
 3 The rec fee is the genesis of every problem we've  
 4 got here. It's the rec fee. Because it enables the  
 5 Board to financially cover all of this garbage that  
 6 we're paying for that people are objecting to.

7           If you pulled the rec fee, you will solve  
 8 every problem we have.

9           Now, you as an individual might not like  
 10 this solution, but we will be able to solve every  
 11 problem and get to financial worthiness. And you  
 12 should look at every single program you've got, just  
 13 like Trustee Tulloch was trying to do, and make a  
 14 determination. Is this something people are  
 15 actually using? Is this what we want? Is it making  
 16 money to at least cover expenses or are we just  
 17 doing another subsidy?

18           We're doing 10 million in subsidy per  
 19 year. People wake up, understanding, end it.

20           Thank you.

21           MR. WRIGHT: Frank Wright, Crystal Bay.  
 22           I'm appalled. Now we're going to go to  
 23 the rec fee, and I guess you don't listen to the  
 24 people in this community. I guess you think that  
 25 you're special and you can do anything you want to

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1 do, and you don't represented this community. There  
 2 are people hurting. There are people that are  
 3 having to pay a lot of money for a lot of things  
 4 because of the economy today. People are losing  
 5 their homes, their jobs, and people are hurting.

6           And when you take money out of their  
 7 pockets to pay for a frivolous fee that absolutely  
 8 serves no purpose other than to keep your high  
 9 expenses, your overspending, your over-compensated  
 10 staff and you take it out of their pockets with no  
 11 conscience, you should be ashamed of yourselves.  
 12 Absolutely ashamed of yourselves.

13           Your budget's tonight is a joke.  
 14 Everything you've done tonight is a joke. And I  
 15 think the only trustee that spoke his mind and is  
 16 accurate was Mr. Tulloch. The rest of you, I don't  
 17 know where you're coming from of what you're doing.  
 18 I don't think know you.

19           You might have pushed the budget through  
 20 before the deadline, but let me tell you something,  
 21 it's a joke. Everything that goes on in this  
 22 community is a joke.

23           As a candidate for the board, I hope the  
 24 people this town will listen tonight, I hope they  
 25 pay attention tonight because this isn't about us

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1 who live here, this is about a bunch of  
 2 over-compensated people with a board that keeps  
 3 patting them on the back saying how wonderful they  
 4 are, and they haven't got the talent to complete  
 5 anything and do it right.  
 6 I'm sorry this is sad, pathetically sad.  
 7 And if you pass this rec fee, it's unbelievable  
 8 because you should not. You don't need it. If you  
 9 can't live within you means, you listen to a couple  
 10 other speakers tonight, it's unbelievable. I am  
 11 disgusted, I am appalled. And as a candidate, if I  
 12 ever get in this position, I guarantee you things  
 13 will change. And I will not flip once I get on the  
 14 board to something I wasn't. I will adhere to my  
 15 promises, and my promises are to make this district  
 16 run properly and to pay fair shares to people who  
 17 are coming here and paying their money. This is  
 18 horrible. Horrible.  
 19 Thank you.  
 20 MR. BELOTE: We do not have any other  
 21 callers.  
 22 CHAIR SCHMITZ: Do I have a motion to  
 23 close the public hearing?  
 24 TRUSTEE TONKING: I move we close the  
 25 public hearing.

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1 was required in order to cover the costs, including  
 2 operational costs and CIP, where there was a CIP  
 3 budget, and this was the amount that it came to that  
 4 would not require any use of fund balance.  
 5 We still have excessive fund balance, but  
 6 I know that we have some capital projects that we  
 7 want to be able to make use of that fund balance.  
 8 I'll ask the Board what their desire is  
 9 relative to the recreation fee.  
 10 TRUSTEE NOBLE: I guess a question for Mr.  
 11 Cripps. Given the changes that have been adopted,  
 12 would that indicate that we need to bump up the  
 13 dollar amount slightly or would it go down?  
 14 MR. CRIPPS: With the changes that are  
 15 being made, it would be very slightly.  
 16 TRUSTEE NOBLE: Slightly up?  
 17 MR. CRIPPS: Yep.  
 18 TRUSTEE NOBLE: I would propose -- and we  
 19 need to keep it divisible by 5?  
 20 MR. CRIPPS: Correct.  
 21 TRUSTEE NOBLE: I would suggest 145 per  
 22 parcel.  
 23 TRUSTEE TONKING: I'm fine with that.  
 24 TRUSTEE TULLOCH: I would suggest that  
 25 zero is divisible by 5 as well.

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1 TRUSTEE TULLOCH: Second.  
 2 CHAIR SCHMITZ: Motion's been made and  
 3 seconded. All those in favor?  
 4 TRUSTEE TONKING: Aye.  
 5 TRUSTEE TULLOCH: Aye.  
 6 TRUSTEE NOBLE: Aye.  
 7 CHAIR SCHMITZ: Aye.  
 8 Opposed?  
 9 We're moving on to the recreation and  
 10 beach facility fees. Did you have things that you  
 11 wanted to contribute, Mr. Cripps?  
 12 MR. CRIPPS: No. Not at this time.  
 13 CHAIR SCHMITZ: Okay. Did you want me to  
 14 bring the summary sheet up from presentation?  
 15 TRUSTEE NOBLE: Yes, please.  
 16 CHAIR SCHMITZ: Okay.  
 17 MR. CRIPPS: If I may add that with the  
 18 system limitations, any number decided on tonight,  
 19 make sure it's divisible by 5.  
 20 CHAIR SCHMITZ: Yes. Indeed.  
 21 Let's go to the recreation first. These  
 22 were the numbers that were needed as part of this  
 23 original plan that has been modified a bit, that  
 24 required subsidization for the -- so this was just  
 25 nothing other than taking the bottom line of what

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1 TRUSTEE TONKING: Actually not. It's  
 2 undefined.  
 3 TRUSTEE TULLOCH: It gives the same answer  
 4 as zero.  
 5 CHAIR SCHMITZ: If you take -- the number  
 6 you said was 145. If you divide it by 5, it comes  
 7 down to 29. I almost feel like we should go to a  
 8 number like 150 that when you divide it by 5, it's  
 9 an even number like \$30.  
 10 TRUSTEE TONKING: Thirty. That's fine.  
 11 TRUSTEE NOBLE: I'm fine with that as  
 12 well.  
 13 TRUSTEE TONKING: I do want to say  
 14 something on the record about the fee. We charge  
 15 this fee, but then we do provide a way for every  
 16 person to get it back to utilize a discounted rate.  
 17 I do want to make that message clear. It's not  
 18 being able to spend your dollars the exact way you  
 19 want to, but it does provide that.  
 20 CHAIR SCHMITZ: It does give less value to  
 21 people in Crystal Bay. It does, because they can't  
 22 necessarily use it for the beaches. And to use  
 23 their punch cards, the punch cards really can't be  
 24 used for themselves; they have to use it for a guest  
 25 of theirs.

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1 TRUSTEE TONKING: That's a fair point.  
 2 CHAIR SCHMITZ: It really -- I think Mr.  
 3 Wright has made that point quite a few times.  
 4 If it was \$150, it's divisible by 5, and  
 5 it comes to \$30 as opposed to 29.  
 6 TRUSTEE TONKING: That makes sense.  
 7 TRUSTEE TULLOCH: I would comment, Trustee  
 8 Tonking, for 99 percent of people surveyed preferred  
 9 to find their own way to spend their own money,  
 10 rather than to have to pay 150 and have only very  
 11 limited ways to use it.  
 12 TRUSTEE TONKING: I would love for you to  
 13 send me that survey when you get a second. That  
 14 would be great.  
 15 TRUSTEE TULLOCH: Absolutely. I can go  
 16 out and do it in the street in two minutes.  
 17 CHAIR SCHMITZ: Would we like to then move  
 18 on to the beach?  
 19 TRUSTEE TONKING: That sounds good.  
 20 CHAIR SCHMITZ: Okay. Basically the beach  
 21 required \$832 for operations, and it was 4.5 million  
 22 for additional capital improvement, fund balance  
 23 buildup, and that would be 656.  
 24 My feeling is is that we -- I personally  
 25 don't want to increase it. Right now, this

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1 past year, the beach fee was \$455. That's still  
 2 would accumulate another over \$3 million in fund  
 3 balance, and we've got over 9. That is a  
 4 significant fund balance to embark on projects at  
 5 the beaches because we -- and I'm not even sure we  
 6 need that much.  
 7 I'm a bit torn of whether we should make  
 8 this total amount equal what we had for last year's  
 9 fee, which was roughly the \$455, which isn't  
 10 divisible by 5, I think we have to go to a different  
 11 number slightly. But if that gave \$150 to community  
 12 services and the remaining of 455 to the beaches,  
 13 then it would leave it at the same fee as it was  
 14 this year, just giving less to the beach and giving  
 15 the 150 to community services.  
 16 TRUSTEE TULLOCH: We're supposed to have  
 17 made a whole load of reductions and improvements in  
 18 revenues in the beach, yet the original proposal  
 19 with grossly inflated May 20th numbers was for 320  
 20 on the beach fee.  
 21 So we've made all these reductions and we  
 22 now require 656?  
 23 CHAIR SCHMITZ: Yes. Because that budget,  
 24 if I can recall correctly, was dipping into fund  
 25 balance by millions of dollars.

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1 TRUSTEE TONKING: That is correct. And --  
 2 yeah, and I think it was coming into what we had  
 3 raised previously.  
 4 CHAIR SCHMITZ: For the beach, yes.  
 5 TRUSTEE TONKING: We're on the same page.  
 6 TRUSTEE TULLOCH: Correct me if I'm wrong,  
 7 isn't 455 and 145 both divisible by 5?  
 8 CHAIR SCHMITZ: Ray, I'm trying to get to  
 9 a number that is meaningful to our constituents, and  
 10 when you have \$29 versus \$30, it makes a difference  
 11 when your beach entrance fee is \$15. It had nothing  
 12 to do with being divisible. It was being divisible  
 13 and being useful.  
 14 TRUSTEE TULLOCH: Okay. That's the  
 15 difference. Thank you.  
 16 CHAIR SCHMITZ: If we kept -- I'm doing  
 17 the math. At \$450 -- last year the beach was 455,  
 18 which people complained because it wasn't divisible  
 19 and nice, but \$450, if \$150 went to community  
 20 services, that leaves for \$300 for the beaches, and  
 21 if I do \$300 times the 7762, the number, it brings  
 22 another 2,328,600 to add to our beach fund budget.  
 23 Is that sufficient? It adds another \$2.3  
 24 million to our fund balance for the Beach House  
 25 project.

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1 TRUSTEE NOBLE: I would support that.  
 2 TRUSTEE TULLOCH: I would think that's  
 3 more than sufficient. I think we've seen -- having  
 4 seen the Beach House pricing quadruple from 4  
 5 million to 16 million, the last thing we do is want  
 6 to encourage further adding of that by bidders  
 7 thinking that we've got plenty of money in reserve.  
 8 CHAIR SCHMITZ: The total cumulative  
 9 between the two was \$450, because last year it was  
 10 455, so just a slight modification, \$450, and \$150  
 11 went to community services, it leaves \$300  
 12 remaining. And I was told this morning by  
 13 Mr. Cripps that the number of parcels for the beach  
 14 is 7762, so if I multiply that by \$300, it comes to  
 15 2,328,600.  
 16 TRUSTEE TONKING: I only have a slight  
 17 concern about that, and that's that I don't know how  
 18 much allowed in reserves in the beach fund less.  
 19 But if it's than three, that would sill give us  
 20 right around 8, which is right in between the  
 21 different prices that we've seen.  
 22 So I'd feel okay with it as long as we can  
 23 confirm what fund balance has to be in the beach.  
 24 CHAIR SCHMITZ: Do you want to -- do we  
 25 need this any longer?

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1 TRUSTEE TONKING: No.

2 CHAIR SCHMITZ: Mr. Cripps, do you have

3 the ability to quickly look up what the fund balance

4 requirement is for the beach fund per our policy?

5 MR. MAGEE: I'll answer for him.

6 TRUSTEE TONKING: But if it's close to

7 that number, I feel fine with that solution.

8 CHAIR SCHMITZ: I think that it shows that

9 we're trying to be cognizant of people's

10 pocketbooks, and we have done a lot to reduce the

11 requirements in community services. And this would

12 require us no longer dipping into fund balance, and

13 it would allow us to build up a little bit more,

14 couple million dollars more towards our projects at

15 the beaches.

16 I think it's a reasonable compromise.

17 That's my feeling.

18 TRUSTEE TONKING: I agree.

19 CHAIR SCHMITZ: Do you want us to take a

20 quick break?

21 MR. CRIPPS: Yes. It would be helpful.

22 CHAIR SCHMITZ: Can we take minutes? And

23 now I know I can watch the timer.

24 (Recess from 9:31 p.m. to 9:36 p.m.)

25 CHAIR SCHMITZ: What is the requirement

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1 for fund balance in the beach fund?

2 MR. CRIPPS: Based off of the currently

3 approved budget, it would be at 596,000.

4 CHAIR SCHMITZ: I thought it was a

5 relatively small number, but I didn't realize that

6 small of a number.

7 Does that put your mind at ease, Trustee

8 Tonking?

9 TRUSTEE TONKING: Very much so.

10 CHAIR SCHMITZ: When we have these

11 spreadsheets and what not, I think it would always

12 be good for us to have at bottom of them what the

13 requirements are, so that we know whether we're

14 complying and how far we are in or out of

15 compliance.

16 Would anyone care to make a motion?

17 TRUSTEE TONKING: I move that we approve a

18 recreation fee of 150 and a beach fee of 300, for a

19 total facility fee of 450.

20 TRUSTEE NOBLE: Second.

21 CHAIR SCHMITZ: All those in favor?

22 TRUSTEE TONKING: Aye.

23 TRUSTEE NOBLE: Aye.

24 CHAIR SCHMITZ: Aye.

25 Opposed?

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1 TRUSTEE TULLOCH: Nay.

2 CHAIR SCHMITZ: Moving on to --

3 MR. RUDIN: Chair?

4 CHAIR SCHMITZ: Yes.

5 MR. RUDIN: So sorry. Maybe you are

6 moving on to exactly what I was wanting to say, the

7 motion to approve the actual resolution with the --

8 CHAIR SCHMITZ: Correct. Yes, that's

9 exactly where I was going. I pulled it up.

10 The other item that goes with this is

11 Resolution 1909, which approves the report for the

12 collection of the recreation standby and services

13 charge. Are there any concerns relative that

14 resolution?

15 Seeing none, hearing none, would anyone

16 care to make a motion?

17 TRUSTEE TONKING: I move that the Board

18 approve Resolution 1909, with the aforementioned

19 approved rates.

20 TRUSTEE NOBLE: Second.

21 CHAIR SCHMITZ: Motion's been made and

22 seconded. All those in favor?

23 TRUSTEE TONKING: Aye.

24 TRUSTEE NOBLE: Aye.

25 CHAIR SCHMITZ: Aye.

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1 Opposed?

2 TRUSTEE TULLOCH: I'll stay a nay, I'll be

3 consistent. I can't vote something I objected to.

4 CHAIR SCHMITZ: Thank you.

5 Then moving on, I believe that concludes

6 the business, the business related to the budget and

7 the collection of fees.

8 Am I missing anything, Sergio?

9 MR. RUDIN: No. I think you have finished

10 that agenda item.

11 CHAIR SCHMITZ: Okay. This is will then

12 be the final public comment before we actually

13 close -- officially closeout this public hearing;

14 correct?

15 MR. RUDIN: Yeah. Final public comment

16 before you close the meeting.

17 CHAIR SCHMITZ: Yes. But it's not just

18 the meeting; it's also finally closing the public

19 hearing -- well, I understand what you're saying.

20 But we've had this extended for three days, so it's

21 finishing it.

22 H. FINAL PUBLIC COMMENT

23 CHAIR SCHMITZ: We will open up public

24 comment for our final public comment of the evening.

25 Are there any in the room?



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1 TRUSTEE TULLOCH: None in the room.  
 2 MR. BELOTE: We have two on the phone  
 3 currently.  
 4 MS. JEZYCKI: Good evening. This is  
 5 Michelle Jezycki.  
 6 I hear the criticisms tonight, and while I  
 7 don't disagree with them entirely, given the mess  
 8 that this board has had delivered to them for each  
 9 of these budget meetings, the prudent item was  
 10 completed for now. Though maybe not the best case  
 11 scenario, but tonight was definitely a step in the  
 12 right direction. It was clearly due to the fact  
 13 that board members stepped up and stepped in to bail  
 14 out the entire budget process.  
 15 At the end of the day, credit should be  
 16 given where credit is due, and, Chair Schmitz, I'd  
 17 like to thank you for your leadership in this  
 18 exercise over the last 24 hours. While we're not  
 19 where we hoped we would be, there has been progress  
 20 made. The materials presented were clearer, they  
 21 were organized, they actually had categories.  
 22 Particularly given the circumstances, it was better  
 23 than it has been for sure.  
 24 There still remains plenty of work to be  
 25 done, but I want to say well done, Chair. My hat

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1 off to the Board for seeing this through. While not  
 2 ideal, we are in a better position than we were even  
 3 last night. I can only hope that copious notes have  
 4 been taken and many lessons learned so that we are  
 5 nowhere near this situation next year. And we all  
 6 had much higher expectations as to what this process  
 7 would have and should have looked like.  
 8 Thank you and good night.  
 9 MR. WRIGHT: Frank Wright, Crystal Bay.  
 10 Ms. Tonking, \$150 has been charged to  
 11 Crystal Bay residents for nothing. Paying \$150 to  
 12 get nothing for it, every parcel is going to pay  
 13 \$150 to subsidize waste. Can't change it in for  
 14 anything, can't use it for anything. It's \$150 you  
 15 charged us for nothing. Nothing. Absolutely  
 16 nothing. There's no justification for it. It may  
 17 not a lot, it may be chump change to some people,  
 18 but I have some friends who have complained about  
 19 the fact that the rec fee is horrible. It doesn't  
 20 do what it's supposed to do. We can't use it at the  
 21 Rec Center. We can't use it at the tennis center.  
 22 We can pay down for our guests, but what if we don't  
 23 want our guests have something paid down? Why  
 24 should be give something that belongs to us to  
 25 someone else?

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1 It's logic and common sense. But coming  
 2 from the Board and the District, they look it as a  
 3 way to collect money off the parcels, illegally,  
 4 without my kind of purpose coming back to the -- or  
 5 benefit coming back to the parcels.  
 6 This whole thing has been an absolutely  
 7 nightmare. You might have gotten through it, but I  
 8 don't think you did a very good job.  
 9 You could have made cuts across the board,  
 10 you could have done what was necessary, and you  
 11 could have turned this district into a profit-making  
 12 and sustaining district. Right now, you have  
 13 nothing but downhill roll of a freight train going  
 14 on off the tracks. I don't see how you can pull it  
 15 out.  
 16 So you got your budget to the State, but  
 17 you haven't paid all your bills, I don't know how  
 18 you're gonna your pay bills with all the ideas that  
 19 are coming through here.  
 20 Anyway, I guess that's the end of the long  
 21 process and good night.  
 22 MR. BELOTE: We do not have any more in  
 23 the queue.  
 24 I. ADJOURNMENT  
 25 CHAIR SCHMITZ: With the public comment

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1 being finished, I will close out this meeting.  
 2 Thank you all for your time your effort and your  
 3 passion on this very challenging agenda. Thank you.  
 4 (Meeting ended at 9:44 p.m.)  
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1 STATE OF NEVADA )  
2 COUNTY OF WASHOE ) ss.

3

4 I, BRANDI ANN VIANNEY SMITH, do hereby  
5 certify:

6 That I was present on May 31, 2024, at the  
7 of the Board of Trustees public meeting, via Zoom,  
8 and took stenotype notes of the proceedings entitled  
9 herein, and thereafter transcribed the same into  
10 typewriting as herein appears.

11 That the foregoing transcript is a full,  
12 true, and correct transcription of my stenotype  
13 notes of said proceedings consisting of 149 pages,  
14 inclusive.

15 DATED: At Reno, Nevada, this 22nd day of  
16 day June, 2024.

17

18 /s/ Brandi Ann Vianney Smith

19

20 BRANDI ANN VIANNEY SMITH

21

22

23

24

25

# INVOICE

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

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

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 44

**Invoice Date:** June 22, 2024

**Payment Due:** July 1, 2024

**Amount Due (USD):** \$1,244.00

Items	Quantity	Price	Amount
<b>Base fee</b> May 31, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> May 31, 2024 BOT meeting	149	\$6.00	\$894.00

**Subtotal:** \$1,244.00

**Total:** \$1,244.00

**Amount Due (USD):** \$1,244.00

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR MAY 31, 2024  
MEETING – AGENDA ITEMS G(2)(A), G(3)(A), G(3)(B) – APPROVING  
(1) THE COLLECTION OF RECREATION (“RFF”) AND BEACH (“BFF”)  
FACILITY FEES NEITHER PREVIOUSLY FIXED, NOR INCLUDED IN  
A REPORT IDENTIFIED IN NRS 318.201(1); (2) STAFF’S PRO-  
POSED CENTRAL SERVICES ALLOCATED COST PLAN; AND,  
(3) FINAL BUDGET; ALL FOR FISCAL YEAR 2024-2025**

**Introduction:** Here our backs are up against the wall, so to speak, as a final budget for fiscal year 2024-25, which arguably includes adoption of a RFF/BFF and adoption of an allocated central services cost plan, according to NRS 354.598(2) must be adopted by tomorrow. Otherwise, “the budget adopted and used for certification of the combined *ad valorem* tax rate by the Department of Taxation for the current year (i.e., the District’s tentative budget<sup>1</sup>), adjusted as to content and rate in such a manner as the Department of Taxation may consider necessary, automatically becomes the budget for the ensuing fiscal year.”

For the reasons which follow, I protest and object to approval of the proposed: RFFs/BFFs; any election to collect the same on the county tax roll; approval of a central services cost plan; and, approval of a final budget for fiscal year 2024-25. And that’s the purpose of this written statement.

**The Fixing And Collection of The BFF And/or The BFF on The County Tax Roll:** NRS 318.201(1) instructs that this election can *only* be made if the board has previously: “adopted rates pursuant to this chapter;” and, “cause(d) a written report to be prepared and filed with the secretary, which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the charge for each parcel for such year, computed in conformity with the charges prescribed by the resolution.” Because if no such report has been prepared nor filed, there’s nothing to protest. Right? Since neither of these events has occurred, I protest and object to the “prepar(ation) and fil(ing of) a final report...with the county assessor for inclusion on the assessment roll...which shall contain a description of each parcel receiving the services and the amount of the charge.”

It’s time to live within our financial means. Stop making your neighbor involuntarily subsidize your personal recreation. Be responsible and end this subsidy!

**The Approval of a Central Services Cost Plan For a Cost Allocation For Employees, Equipment or Other Resources Related to The Purpose(s) of The Enterprise Fund(s):** from which transfers are proposed to be made. Staff have proposed no such “plan.” They’ve come up with nothing more than a one page spreadsheet summary. Notwithstanding, *arguendo* they have, the plan fails for at least two reasons. First, it is untimely. NAC 354.8668(7)(a) instructs that such plans must be submitted

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<sup>1</sup> See NRS 354.598(3).

"before...the date on which the local government submits its tentative budget (April 15, 2024) to the Department" of Taxation. Here this didn't occur.

And second, it does not make an **equitable distribution** of all general, overhead, administrative and similar expenses of the local government.

This is nothing short of a financial subsidy for intentional overspending assigned to the General Fund. It's time to live within our financial means. Be responsible and end this subsidy!

**The Approval of a Final Budget:** Given the proposed final budget is dependent upon the RFF/BFF, central services cost transfers, solid waste franchise fee subsidies, and discriminatory water rates which benefit the District's golf and ski recreational businesses, the budget perpetuates unsustainable overspending for personnel. It's time to be responsible and live within our financial means. I protest and object.

**I Ask Each Board Member Refuse to Approve The Proposed Final Budget:**

**I Ask Each Board Member Refuse to Certify The Final Budget:** NRS 354.598(3) mandates that "the final budget...be certified by a majority of all members of the governing body." Given NRS 354.598(2) instructs that such certification is a requirement of final budget approval, I ask you refuse to certify.

**I Ask Mr. Cripps Refuse to Certify His Central Services Cost Plan:** NAC 354.8668(8) instructs that the District's "chief financial officer...must...attest...that (the District's) central service cost plan complies with the provisions of NAC 354.865 to 354.867, inclusive." In other words, to attest that the costs which have been allocated:

(a) Are "necessary and reasonable for the proper and efficient administration and performance of the enterprise fund" [see NAC 354.867(1)(a)];

(b) Have been "allocate(d)...in a manner that...provides for an equitable distribution of general, overhead, administrative and (other) similar costs of the local government" [see NAC 354.8668(5)(a)];

(c) Have **only** been "allocated...for services and property that are assignable or chargeable to the cost objective(s) of the enterprise fund" [see NAC 354.8668(5)(b)];

(d) Were "updated...before...the date on which the local government submit(tèd) its tentative budget (April 17, 2024) to the Department" of Taxation [see NAC 354.8668(7)(a)]; and,

(e) Are "documented adequately for independent verification" [NAC 354.867(1)(d)].

"In determining whether a cost is a reasonable cost...consideration must (have) be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the enterprise fund;
- (b) Whether the cost is consistent with sound business practices, the indicia of an arm's length transaction, and the requirements and restraints imposed by state laws and regulations;
- (c) Market prices for comparable services or property;
- (d) Whether the persons incurring the cost acted with prudence under the circumstances considering their responsibilities to each pertinent governmental unit and its employees, **and to the general public;** and,
- (e) Any significant deviations from the established practices of the local government that may have unjustifiably increased the cost."

Mr. Cripps knows, as do you Board members, that the proposed central services plan fails to comport with these requirements. So if this plan is approved by the Board, and Mr. Cripps certifies that the it complies with the provisions of NAC 354.865 to 354.867, inclusive," he will be willfully violating NAC 354.8668(8). And then he will be guilty of violating NRS 354.626(1) which instructs that "any officer or employee of a local government who willfully violates NRS 354.470 to 354.626, inclusive, is guilty of a misdemeanor.

**My E-Mail of May 31, 2024:** For these reasons, I put the Board and Mr. Cripps' boss on notice of the same<sup>2</sup>. In the hope Mr. Cripps would not be put in that position.

**Conclusion:** Staff behavior like this keeps happening over and over and over again. Arrogant, incompetent, unethical and over compensated staff get replaced by even more unqualified, equally incompetent and arrogant, and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all red flags of a criminal syndicate<sup>3</sup>. And you wonder why your RFFs/BFFs which fund these fund transfers continue as involuntary subsidies? And they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed;

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

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

(or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district remain unchanged?" Don't you think the time has come to start becoming fiscally responsible?

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

## **EXHIBIT "A"**



## Don't Put Mr. Cripps in The Position of Criminally Certifying That Your Central Services Cost Plan Complies With The Provisions of NAC 354.865 to 354.867

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Tonking Michaela <tonking\_trustee@ivgid.org>, Dent Matthew <dent\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** Don't Put Mr. Cripps in The Position of Criminally Certifying That Your Central Services Cost Plan Complies With The Provisions of NAC 354.865 to 354.867  
**Date:** May 31, 2024 1:54 PM

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

I ask each of you **REFUSE** to adopt the so called central services allocated cost plan Mr. Cripps came up with last night. Why? Because contrary to NAC 354.867 and 354.8668, the proposed costs under the plan:

- (a) Are not "necessary and reasonable for the proper and efficient administration and performance of the enterprise fund" [see NAC 354.867(1)(a)];
- (b) Have not been "allocate(d)...in a manner that...provides for an equitable distribution of general, overhead, administrative and (other) similar costs of the local government" [see NAC 354.8668(5)(a)];
- (c) Have not been "allocated...for services and property that are assignable or chargeable to the cost objective(s) of the enterprise fund(s)" from which transfers are proposed to be made [see NAC 354.8668(5)(b)];
- (d) Were not "updated...before...the date on which the local government submit(ted) its tentative budget (April 17, 2024) to the Department" of Taxation [see NAC 354.8668(7)(a)]; and,
- (e) Are not "documented adequately for independent verification" [NAC 354.867(1)(d)].

Each of you as well as Mr. Cripps knows this to be true. Just listen to your questions last night directed to the propriety of such transfers.

Therefore if you don't, Mr. Cripps is asked to certify your plan, and he actually follows through with certification, I and perhaps others will file a criminal complaint against Mr. Cripps. And for this reason, I am sending a copy of this e-mail to Mr. Magee in the hope he will counsel Mr. Cripps accordingly.

NAC 354.8668(8) instructs that the District's "chief financial officer...**must**...attest...that (the District's) central service cost allocation plan complies with the provisions of NAC 354.865 to 354.867, inclusive." If he does, he will be willfully violating his obligations under NAC 354.8668(8). And then he will be guilty of violating NRS 354.626(1) which instructs that "any officer or employee of a local government who willfully violates NRS 354.470 to 354.626, inclusive, is guilty of a misdemeanor."

Don't put your Ass't Finance Director in the position of committing a crime.

Respectfully, Aaron Katz

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve Purchase Order Agreement to Upgrade Sewer CCTV Equipment - 2024/25 Operating Budget; Fund 200; Division: Sewer; General Ledger # 20002524-7510; Vendor: WECO Industries, in the Amount of \$64,565.86 (Requesting Staff Member: Director of Public Works Kate Nelson)

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

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

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

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

Ordinance No. 2: Sewer; Purchasing Policy for Goods and Services 21.2.0

**DATE:** July 10, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve the Purchase Order Agreement for Upgraded Sewer CCTV Equipment with Weco Industries, Operating Budget 20002524-7510 in the Amount of \$64,565.86; and,
2. Direct the General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

The Public Works Utilities Division manages an extensive sewer infrastructure comprising 97 miles of sewer gravity mains, 1,840 manholes, and 11 miles of

force main, excluding the effluent export pipeline. The existing closed-circuit television (CCTV) equipment, originally acquired in 2008, has surpassed its useful life and has undergone multiple rebuilds over the years. To maintain the integrity and functionality of our sewer system, we propose the acquisition of new CCTV equipment. This new equipment will be installed in the existing 2008 CCTV van. Additionally, it is designed to be portable, allowing for use on easement lines where van access is not feasible.

The DOWL Sewer Utility Master Plan emphasizes the necessity of a robust CCTV program coupled with certified scoring through the Pipe Assessment Certification Program (PACP) for all sewer mains. The District is well-prepared to meet this requirement, as there are currently two operators on staff who are certified by the National Association of Sewer Service Companies (NASSCO) to perform PACP scoring. Upgrading our CCTV equipment is essential for adhering to the Master Plan's recommendations and ensuring the efficient and effective maintenance of our sewer infrastructure.

**III. BID RESULTS**

The proposed purchase order agreement is in compliance with the District's Purchasing Policy for Public Works 21.2.0 and NRS 332.115. This purchase is exempt from competitive solicitation requirements because the purchase is in accordance with NRS 332.115-1. Contracts which, by their nature, are not adapted to award by a competitive solicitation, including contracts for: (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government, is compatible with existing equipment.

The proposed purchase order agreement is also in compliance with NRS 80.015 and 80.055, in reference to purchasing equipment from companies outside the State of Nevada.

**IV. FINANCIAL IMPACT AND BUDGET**

This purchase will be paid by the District's approved 2024/25 Sewer Operating Fund; 200; G.L. # 20002524-7510.

**V. ALTERNATIVES**

The District Board of Trustees may defer or delay the purchase of the CCTV equipment.

**VI. COMMENTS**

The Purchase Order and Agreement have been reviewed and approved by the District's Legal Counsel.

**VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

1. PO Agreement - WECO Industries

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

<b>GL Account: 20002524-7510</b>	<b>Purchase Order No.</b>
<b>CONTRACTOR</b> WECO Industries 4971 Allison Parkway, Suite A Vacaville, CA 95688 Attn: David Stallings 800-677-6661	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b> Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Scott Hubele 775-832-1289 / scott_hubele@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

**Services:**

The purchase of a CCTV camera and related equipment, for sewer main line inspections. Equipment is shown on the attached Quote #040124.

**Price: \$64,565.86\***

\*Price includes cost of delivery.

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

By: \_\_\_\_\_  
Bobby Magee  
General Manager

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
Date

**CONTRACTOR:**

**Agreed to:**

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

**Noah Johnson, Owner**  
*Print or Type Name and Title*

**6/26/24**  
\_\_\_\_\_  
Date

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such

an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order 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.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.



4971 Allison Pkwy Suite A  
 Vacaville, CA 95688  
 Phone: (800) 677-6661  
 Fax: (707) 446-7933

# EQUIPMENT QUOTE

**Customer**

**Contact** | Scott Hubele  
**Company** | Incline Village  
**Address** | 1220 Sweetwater Road  
  
**City** | Incline Village      **State** | NV      **Zip** | 89451-9214  
**Phone** | 1-775-832-1289

**Quote # 040124**

**Date** | 04/01/24  
**Expiration** | 12/31/24  
**Rep** | David Stallings  
**Terms** | NET-30  
**Delivery** | TBD  
**FOB** | DESTINATION

Item	QTY	U/M	Part No.	Description	Unit Price	Total Selected
1	1	EA	-----	<b>FLEXITRAX C550 SSP SMALL STANDARD PACKAGE</b> Part No: 10/C550-STD-C554-PKG <u>INCLUDES:</u> - C554 CRAWLER ASSEMBLY - POWERED DRUM WITH 1000' CABLE, WITH SWIVEL - COMMAND MODULE AND PENDANT CONTROLLER - PAN & TILT CAMERA - SMALL ELEVATOR (GOOSENECK) - SMALL, MEDIUM AND LARGE WHEELS - 5m LINK CABLE - DOWNHOLE SET (TOP/BOTTOM ROLLER, ROPE, POLES) - DOWNHOLE HOOK AND STRAP KIT - MULTIPLE PIPE OPTIONS 4" - 15" - CENTERING IN 18" W/ SMALL GOOSENECK ELEVATOR - HANDHELD CONTROLLER - LOCALIZATION PACK (SOFTWARE, GREASE, MAIN CABLE, USB INTERFACE CABLE, ACCESSORY BAG) - C550 CABLE BLANKING TOW EYE - EXTRA HANDLE TO HELP CARRY REEL - TRAINING: ONE (1) DAY ON-SITE  <u>OPTIONS:</u>	\$64,048.38	<input checked="" type="checkbox"/> \$64,048.38
2	1	EA	PL-VF10R-RX-ONLY	LOCATOR RECEIVER FOR 512Hz SONDE (W/ SOFT CASE)  <b>TO CONNECT C550 TO EXISTING GNET COMPUTER</b> <u>(MUST HAVE GNET VERSION 4.2.0 OR HIGHER):</u>	\$2,450.00	<input type="checkbox"/>
3	1	EA	EC3466	VIDEO CAPTURE DEVICE, USB3, PENG0, 4K, HDMI	\$447.94	<input checked="" type="checkbox"/> \$447.94
4	1	EA	TR1704	HIGH SPEED HDMI CABLE	\$27.43	<input checked="" type="checkbox"/> \$27.43
5	1	EA	EC2236	CABLE, ETHERNET, SHIELDED, 7', BLUE	\$42.11	<input checked="" type="checkbox"/> \$42.11
6	1	EA	EC3466	<b>TO CONNECT C550 TO EXISTING GNET WITH LAPTOP</b> <u>(MUST HAVE GNET VERSION 4.2.0 OR HIGHER):</u> VIDEO CAPTURE DEVICE, USB3, PENG0, 4K, HDMI	\$425.99	<input type="checkbox"/>
7	1	EA	TR1704	HIGH SPEED HDMI CABLE	\$27.43	<input type="checkbox"/>
8	1	EA	EC2236	CABLE, ETHERNET, SHIELDED, 7', BLUE	\$42.11	<input type="checkbox"/>
9	1	EA	-----	LAPTOP WITH GNET BASIC	\$14,500.00	<input type="checkbox"/>
10	1	EA	-----	SUPPORT PLAN 1 YEAR	\$981.00	<input type="checkbox"/>
11	1	EA	-----	ON-SITE TRAINING: 2 DAYS	\$2,750.00	<input type="checkbox"/>

*EQUIPMENT WILL BE DELIVERED AT NO COST TO THE CUSTOMER  
- Thank you -*

<b>Subtotal</b>	\$64,565.86
<b>Sales Tax</b>	(NO SALES TAX)
<b>Freight</b>	(NO FREIGHT)
<b>Grand Total</b>	<b>\$64,565.86</b>



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

**TO:** Board of Trustees

**THROUGH:** Bobby Magee  
District General Manager

**FROM:** Heidi White  
District Clerk

**SUBJECT:** PUBLIC HEARING

Required Public Hearing on the Recommended Amendments to the Sewer and Water Rate Fee Schedule

**DATE:** July 10, 2024

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On July 10, 2024, the Board of Trustees will hold a public hearings on the above subject matter. Following is an outline for the public hearing:

1. Board Chair Schmitz will ask the Board for a motion and a second to officially open the public hearing.
2. Board Chair Schmitz will call for the question and the Board will take a vote to open the public hearing.
3. Once the public hearing is open, the Board Chair will state that the District is holding a public hearing as required by the Nevada Revised Statutes.
4. Board Chair Schmitz will then ask either the Director of Public Works Kate Nelson or District General Manager Bobby Magee, for the record, if the District complied with the required notice.
5. Following confirmation, the Director of Public Works Kate Nelson will then provide an overview of the item and all of its components.
6. Board Chair Schmitz will state the comments made during the public hearing are governed by the Chair, and Board. Chair Schmitz should state the rules she wants to use.
7. Board Chair Schmitz will then ask for public comment on the rates as included in the Board packet.
8. The duration of the public hearing is at the Board's discretion.
9. After all public comments have been made, a Board member will need to make a motion to close the public hearing, which will need a second, and then Board Chairman Dent will call for the question and a vote will be taken on this motion.

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Discuss and adopt Resolution No. 1908: A resolution approving the amendments to the Sewer and Water rates, as well as adjustments to the Fee Schedule.

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

**LONG RANGE PRINCIPLE #3 - FINANCE**

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

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

Ordinance No. 2 – Sewer Ordinance  
Ordinance No. 4 – Water Ordinance

**DATE:** July 10, 2024

**I. RECOMMENDATION**

That the Board of Trustees discuss and adopt Resolution No. 1908 for the proposed amendments to the Sewer and Water Rates, as well as Adjustments to the Fee Schedule.

**II. BACKGROUND**

The District provides water and sewer utility services through its Utility Fund (Fund 200). These utility operations are supported through target annual revenues each year, collected from utility customers based on Board approved rate schedules.

In 2023, a comprehensive five-year rate study was conducted by HDR Engineering, Inc., leading to the adoption of rates for FY 2023/24 (year 1 of the rate study) by the Board of Trustees at the June 14, 2023 (Item G.3 moved to G.4). Subsequently, at the January 10, 2024, Board meeting (Item G.4), the

Board requested staff to bring back the previously adopted rate study's rate chart for approval of the proposed year 2 rates. Then, at the April 24th Board meeting (Item H.2), the Board requested staff to bring forth other rate alternatives. At the June 26th board meeting (Item G.7 moved to G.9), alternative rate options were presented, and following discussion, three out of the four attending Board members expressed their preference for Alternative 2. Today, we present Alternative 2 for adoption.

In addition to the FY 2024/25 rate amendments, staff proposes introducing an additional fixed fee for Household Hazardous Waste (HHW) disposal. Originally introduced at \$1.23, this fee has been adjusted to \$1.34 due to the postponement of the public hearing for the adoption of rates by one month. The adjustment reflects the spreading of costs for the HHW storage shed over 11 months of fiscal year 2024/2025 instead of 12. This approach allows the District to efficiently manage the financial impact of replacing the HHW storage container, ensuring stable funding for the HHW program.

The Board requested Staff look into the possibility of having those who use the service be charged as an option for funding the HHW storage container as opposed to spreading the cost of the new container community wide. There are approximately 450 available appointments during the collection season. To recover the costs within one year, the amount would \$266.67 per appointment. Staff does not believe this service would be utilized if people had to pay that amount for a service that is historically paid for with revenues generated from their solid waste bills. Unfortunately, the revenues received from the Waste Management contract are not enough to pay for a new storage container and continue with supporting operations. The current container is structurally unsound and there is no internal fire suppression that is required when storing flammable materials. To safely operate the HHW program, a new storage container is required. The goal of the HHW program is to protect IVGID's source water, sewer pump stations, and the wastewater treatment plant by providing a service to the community for an easily accessible method of disposal of HHW. The HHW program plays a critical role in the District's commitment to responsible waste management practices, safeguarding environmental safety and community health.

Following is the current fee schedule and the proposed fee additions and adjustments:

<b>Current Fee Schedule</b>		<b>Proposed Change</b>
Sewage Drop-off at Treatment Plant	\$85 per 1,000 gal	\$90 per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75 per device Repairs at cost + 15%	No change

Plan Check Fees	\$100/hour	No change in hourly rate. Will now include a non-refundable 2-hour minimum.
Inspection Fees	\$100/hour	No change
Upgraded Meter, Register or Transponder	Billed at cost	Cost + 15%
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour	\$50 per half hour (Business Hours) \$100 per half hour (Outside Business Hours)
Tampering with Equipment	\$100 minimum Repairs at cost	\$110 minimum Repairs at cost + 15%
Water Waste Penalty	\$100	\$250/day
Hydrant Meter Rental Charges	\$1,150/deposit \$45/month	\$1,500 deposit + \$50/month
1" Meter Rental Charges	\$225/deposit \$20/month	\$230 deposit + \$25/month
3/4" Meter Rental Charges	\$110/deposit \$15/month	\$140 deposit + \$20/month
Bulk Water for Construction	\$2.02/per 1,000 gal	\$2.22/per 1,000 gal
Violation of air-gap on truck fill-up	\$500	No change
Returned Check Fee	\$25	No change
Posting Service Charge	\$20	No change
Waste Management Bad Debt Fee	Not charged previously	\$25
Compliance Appointment No-Show Fee	Not charged previously	\$20
Mainline Tapping, if performed by IVGID	Cost plus 15%	No change

Staff proposes the following additional fees to be included in the fee schedule:

- **Waste Management Bad Debt Fee: \$25.00**

Fee for customers for whom the District incurs bad debt for their Waste Management past due account over 120 days, as stipulated in the Waste Management franchise contract. This fee aims to cover the administrative costs associated with paying off the debt to Waste Management for the customer and subsequently collecting payment from that customer.

- **Compliance Appointment No-Show Fee: \$20.00**

Fee for customers who fail to attend compliance appointments (i.e. Backflow, plan checks, inspections). This fee aims to cover administrative costs incurred due to scheduling and preparing for appointments that are not honored without sufficient notice. The appointment system is now sending out a reminder email 24-hours in advance to help eliminate no shows.

**Schedule**

The timeline for the proposed rate and fee schedule adoption is as follows:

<b>Utility Rate Study Schedule</b>	<b>Date</b>
Set Date of Public Hearing to Adopt New Utility Rates and Fee Schedule	April 24, 2024
Publish Notice of Public Hearing in Newspaper	June 10, 2024
Conduct Public Hearing and Adopt New Utility Rates and Fee Schedule – <i>Rescheduled from 6/12/2024</i>	July 10, 2024
New Utility Rates and Fee Schedule Become Effective – Pending Approval	July 19, 2024

**III. BID RESULTS**

There are no bid results associated with this Memorandum.

**IV. FINANCIAL IMPACT AND BUDGET**

The water and sewer utility rates are recommended to increase to provide a combined revenue of approximately \$16.8 million (FY 2024/25) which is collected from the District’s water and sewer customer via monthly utility bills. Although the public works department generates revenue from various sources, it is important to note that the revenue mentioned here is solely derived from rates.

**V. ALTERNATIVES**

No alternatives are presented.

**VI. COMMENTS**

The applicable Nevada Revised Statute for this Memorandum is NRS 318.199

Rates, tolls and charges for sewerage or water services or products: Schedules; public hearings; adoption of resolution; action to set aside resolution.

**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. Resolution 1908
2. Schedule of Service Charges Resolution No. 1908

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



**Resolution No. 1908**

**A RESOLUTION ADOPTING SEWER – SCHEDULE OF SERVICE CHARGES,  
WATER – SCHEDULE OF SERVICE CHARGES, AND FEE SCHEDULE  
Incline Village General Improvement District**

**WHEREAS**, on the 10th day of July, 2024, a public hearing was held by the Board of Trustees of the Incline Village General Improvement District to consider the adoption of “Sewer – Schedule of Service Charges,” “Water – Schedule of Service Charges,” and “Fee Schedule;” and

**WHEREAS**, notice of said hearing was published as required by NRS 318.199; and

**WHEREAS**, testimony was presented as to the necessity for the adoption of the proposed amendments; and

**WHEREAS**, all interested parties were allowed at the public hearing and prior thereto, to present in writing or orally, information, views, and arguments; and

**WHEREAS**, the Board of Trustees, after considering all of the testimony, information, views and arguments, have determined that adoption of the attached schedules is in the best interests of the District in order to provide water and sewer service.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**, that it hereby adopts the Fee Schedule effective immediately and the Water and Sewer Schedule of Charges to be effective next full billing cycle.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 10th day of July, 2024 by the following vote:

AYES, and in favor thereof,  
NOES:  
ABSENT:

\_\_\_\_\_  
Michaela Tonking  
Secretary



## SEWER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 2 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

**No changes to Sewer Connection and Sewer Retroactive Capital Improvement Fees**

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$36.50
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$4.66
<b>3/4" Base Monthly Invoice</b>	<b>\$72.61</b>
3/4" Sewer Connection**	\$3,620
3/4" Sewer Retroactive Capital Improv**	\$2,170

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$60.96
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$4.66
<b>1" Base Monthly Invoice</b>	<b>\$118.14</b>
1" Sewer Connection**	\$6,040
1" Sewer Retroactive Capital Improv**	\$3,630

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$121.55
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$4.66
<b>1.5" Base Monthly Invoice</b>	<b>\$230.93</b>
1.5" Sewer Connection**	\$12,050
1.5" Sewer Retroactive Capital Improv**	\$7,240

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$194.55
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$4.66
<b>2" Base Monthly Invoice</b>	<b>\$366.83</b>
2" Sewer Connection**	\$19,280
2" Sewer Retroactive Capital Improv**	\$11,580

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$365.00
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$4.66
<b>3" Base Monthly Invoice</b>	<b>\$684.16</b>
3" Sewer Connection**	\$36,180
3" Sewer Retroactive Capital Improv**	\$21,730

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$608.46
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$4.66
<b>4" Base Monthly Invoice</b>	<b>\$1,137.39</b>
4" Sewer Connection**	\$60,310
4" Sewer Retroactive Capital Improv**	\$36,220

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$1,216.55
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$4.66
<b>6" Base Monthly Invoice</b>	<b>\$2,269.43</b>
6" Sewer Connection**	\$120,570
6" Sewer Retroactive Capital Improv**	\$72,420

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,946.55
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$4.66
<b>8" Base Monthly Invoice</b>	<b>\$3,628.43</b>
8" Sewer Connection**	\$192,930
8" Sewer Retroactive Capital Improv**	\$115,880

10" Service Rates (CAF = 76.67)	
Sewer Base x CAF x Users	\$2,798.46
Sewer Capital Improv x CAF x Users	\$2,411.27
Sewer Admin Fee per Account	\$4.66
<b>10" Base Monthly Invoice</b>	<b>\$5,214.39</b>
10" Sewer Connection**	\$277,290
10" Sewer Retroactive Capital Improv**	\$166,550

Sewer Use Rates	
<b>Residential Customer Type*</b>	
Sewer Use	\$5.37/1000 gallons
<b>Commercial Customer Type</b>	
Sewer Use Commercial	\$6.35/1000 gallons

\* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

\*\* Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.





## WATER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 2 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Water Connection and Water Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$20.10
Water Capital Improv x CAF x Users	\$20.92
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>3/4" Base Monthly Invoice</b>	<b>\$48.07</b>
3/4" Water Connection	\$1,800
3/4" Water Retroactive Capital Improv	\$2,060

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$33.57
Water Capital Improv x CAF x Users	\$34.93
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>1" Base Monthly Invoice</b>	<b>\$75.55</b>
1" Water Connection	\$3,010
1" Water Retroactive Capital Improv	\$3,440

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$66.93
Water Capital Improv x CAF x Users	\$69.66
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>1.5" Base Monthly Invoice</b>	<b>\$143.65</b>
1.5" Water Connection	\$6,000
1.5" Water Retroactive Capital Improv	\$6,860

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$107.13
Water Capital Improv x CAF x Users	\$111.50
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>2" Base Monthly Invoice</b>	<b>\$225.69</b>
2" Water Connection	\$9,610
2" Water Retroactive Capital Improv	\$10,980

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$201.00
Water Capital Improv x CAF x Users	\$209.19
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>3" Base Monthly Invoice</b>	<b>\$417.24</b>
3" Water Connection	\$18,030
3" Water Retroactive Capital Improv	\$20,610

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$335.07
Water Capital Improv x CAF x Users	\$348.72
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>4" Base Monthly Invoice</b>	<b>\$690.84</b>
4" Water Connection	\$30,060
4" Water Retroactive Capital Improv	\$34,350

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$669.93
Water Capital Improv x CAF x Users	\$697.22
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>6" Base Monthly Invoice</b>	<b>\$1,374.20</b>
6" Water Connection	\$60,100
6" Water Retroactive Capital Improv	\$68,690

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$1,071.93
Water Capital Improv x CAF x Users	\$1,115.60
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>8" Base Monthly Invoice</b>	<b>\$2,194.58</b>
8" Water Connection	\$96,160
8" Water Retroactive Capital Improv	\$109,900

10" Service Rates (CAF = 76.67)	
Water Base x CAF x Users	\$1,541.07
Water Capital Improv x CAF x Users	\$1,603.84
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>10" Base Monthly Invoice</b>	<b>\$3,151.96</b>
10" Water Connection	\$138,220
10" Water Retroactive Capital Improv	\$157,960

Water Use Rates	
<b>Residential and Commercial Customer Types</b>	
Water Use	\$2.22/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$3.55/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$4.14/1000 gallons
<b>Irrigation Customer Type</b>	
Water Use	\$3.15/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$5.04/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$5.87/1000 gallons

\*\*\* The fixed fee applies only to the fiscal year 2025.



## FEE SCHEDULE

Rate Alternative 2 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$90 per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75 per device
	Repairs at cost + 15%
Plan Check Fees <i>Non-refundable minimum of 2 hours</i>	\$100/hour
Inspection Fees	\$100/hour
Upgraded Meter, Register or Transponder	Cost + 15%
Service Calls <i>1/2 hour minimum with equipment billed at cost</i>	\$50 per half hour (Business Hours) \$100 per half hour (Outside Business Hours)
Tampering with Equipment	\$110 minimum Repairs at cost + 15%
Water Waste Penalty	\$250/day
Hydrant Meter Rental Charges	\$1,500 deposit + \$50/month
1" Meter Rental Charges	\$230 deposit + \$25/month
3/4" Meter Rental Charges	\$140 deposit + \$20/month
Bulk Water for Construction	\$2.22 per 1,000 gal
Violation of air-gap on truck fill-up	\$500
Returned Check Fee	\$25
Posting Service Charge	\$20
Waste Management Bad Debt Fee	\$25
Compliance Appointment No-Show Fee	\$20
Mainline Tapping, if performed by IVGID	Cost + 15%

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve the Construction Agreement for the Water Resource Recovery Facility Roof Replacement; FY 2023/24 Public Works; Utilities; Sewer: CIP #2599BD1105; Contractor: F & F Industrial Inc. dba Ponderosa Roofing & Steel Works; \$306,844. (Requesting Staff Member: Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

**BUDGET INITIATIVE(S):** The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

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

Board Policy 12.1.0 Multi-Year Capital Planning; Board Policy 21.2.0 Purchasing Policy for Public Works Contracts

**DATE:** July 10, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Award the Construction Contract to F & F Industrial Inc. dba Ponderosa Roofing & Steel Works for the amount of \$306,844; and,
2. Authorize Staff the Execute Change Orders for Additional Work if Required up to Approximately 10% of the Construction Contract Value; not to Exceed \$30,684; and,
3. Direct the Board Chair and Board Secretary to sign and execute the Agreement.

## **II. BACKGROUND**

The current roof at the Water Resource Recovery Facility (WRRF) is over twenty-five years old and has reached the end of its functional life. Both the asphalt shingles and tar are deteriorating, with visible signs of failure and detachment. The replacement of the roof is required to prevent further damage and ensure the integrity of the building.

## **III. BID RESULTS**

The District publicly advertised the Project for bidding in accordance with NRS 338 on June 10, 2024 with a bid opening on June 27, 2024. This project adheres to prevailing wage standards (PWP WA-2024-071). The engineer's estimate for the project was \$250,000. The lowest responsive and responsible bid was submitted by Ponderosa Roofing & Steel Works (Ponderosa) for an amount of \$306,844. This includes the Base Bid, Bid Alternate (Alt.) #1 and Bid Alt. #3. The District received a total of two bids as shown below:

	Ponderosa	Contract West
Base Bid	\$185,580	\$277,000
Bid Alt. #1	\$62,000	\$25,000
Bid Alt. #3	\$59,264	\$25,000
Total	\$306,844	\$327,000

The Base Bid includes the replacement of the roof and associated components. Bid Alt. #1 and #3 is the addition of the ice melt system. Bid Alt #2 was the addition of gutters in areas that currently do not have gutters. However, these can be installed at a later date or if the project comes in under budget.

## **IV. FINANCIAL IMPACT AND BUDGET**

The WRRF Roof Replacement Project is being funded by CIP Projects: Project #2599BD1105, which was included in the Board's approved FY 2023/24 CIP Budget. The proposed construction agreement for the project is provided in Attachment 1.

## **V. ALTERNATIVES**

The District Board of Trustees may defer or delay the construction contract for the WRRF Roof Replacement Project.

## **VI. COMMENTS**

The Agreement between the District and SNC has been reviewed and approved by District Legal Counsel.

## **VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

- 1. Complete Contract - WRRF Roof Replacement
- 2. Construction Drawings, WRRF Roof Replacement

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



**Contract Documents  
for  
ROOF REPLACEMENT  
IVGID WATER RESOURCE RECOVERY FACILITY (WRRF)**

IVGID Project Number 2599BD1105  
PWP No. WA-2024-071

Issued for Bidding  
**June 7, 2024**

Prepared for:  
**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
*Public Works Department*

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

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# ADVERTISEMENT FOR BIDS

Lump Sum Proposals via PlanetBids will be received by the Incline Village General Improvement District (IVGID or District) Public Works Department until **2:00 p.m. Thursday, June 27, 2024**, for:

## **Roof Replacement, Water Resource Recovery Facility IVGID Project Number 2599BD1105**

Said Proposal shall include all labor, tools, implements, machinery, materials, and any incidentals necessary to complete the work in the manner and time prescribed, and in strict conformity with the Contract Documents, to the satisfaction of the District Engineer. The Project includes the following Work:

- Removal and replacement of the asphalt shingle roofing and ice melt heat tape system at the Water Resource Recovery Facility in Incline Village, Washoe County, Nevada.

Owner anticipates that the Project's total bid price will be approximately \$250,000. This estimate is intended to serve merely as a guideline of the magnitude of work. Neither the bidders nor the Contractor shall be entitled to claims because of any inaccuracy in the estimated cost range. The Project has an expected duration of 45 days.

The Bidders attention is directed to Nevada Revised Statutes 338.01165, which sets forth the requirements for the use of apprentices on public works and requires a contractor or subcontractor to comply with certain requirements relating to the use of apprentices on public works.

Bid documents may be obtained free of charge from the District's PlanetBids portal at <https://pbsystem.planetbids.com/portal/30437/portal-home>. At the page of "Bid Opportunities," click on this project name, then on the "Documents/Attachments" tab, and "Download Now." Prospective bidders must register at the website in order to download plans, specifications and prospective bidders' list, and to receive addenda and notifications when issued. Prospective bidders shall be responsible for checking the website to retrieve and review all posted addenda. Final date and time for receipt of any questions or requests for clarification on this Project will be **June 19, 2024 at 2:00 p.m.**

This is a Prevailing Wage project. In accordance with the provisions of NRS 338, the IVGID Board of Trustees has ascertained from the Labor Commissioner the general prevailing wage in the locality of the District for each craft and type of workman, and the CONTRACT will contain in express terms the hourly and daily rate of such prevailing wage. The PWP number for this project is WA-2024-071.

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder.

A non-mandatory pre-bid conference will be held on **June 17, 2024 at 1:00 p.m.** at the public works office, 1220 Sweetwater Road in Incline Village, Washoe County Nevada. All potential bidders are urged to attend.

All questions and RFIs should be directed through the District's Planet Bids portal. For assistance with Planet Bids or downloading of documents, contact the IVGID Engineering office at 775-832-1267.



# INSTRUCTIONS TO BIDDERS

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents) through the District's PlanetBids portal at <https://pbsystem.planetbids.com/portal/30437/portal-home>. See Section 5 - Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project, and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Planet Bids Bidding Documents Website as indicated in the Invitation to Bid. Owner recommends that Bidder register as a plan holder with the Planet Bids website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive notices of any Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders on the District's Planet Bids Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified above.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version XI Standard or later. It is the intent of

the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 48 hours of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Washoe County Business License prior to commencing construction.
- D. Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid. One time raise in licensing monetary limits shall be approved by the State of Nevada prior to the time of submitting bid and shall be submitted with the bid.
- E. Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds \$250,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five percent (5%) preference and is also eligible for the bidder preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall submit with their Bid Form:
  - 1. Certificate of Eligibility: A valid "Certificate of Eligibility" issued by the State of Nevada Contractor's Board, and
  - 2. Public Works Bidder's Preference Affidavit: A fully-executed copy of the Public Works Bidder's Preference Affidavit as proof of the Contractor's compliance with the provisions of NRS 338.

Failure to submit the Certificate of Eligibility and Affidavit with your Bid shall result in a waiver of any Bidder preference.

3.02 *Bid Form:*

- A. Bidder is to submit the following information with its Bid, to demonstrate Bidder's qualifications to perform the Work. Bids without such documentation included will be deemed Non-Responsive:
1. A list of all first-tier subcontractors, equipment, and materials suppliers that will supply more than five percent (5%) of the bid amount. If the Contractor intends to self-perform any portion of the Work exceeding five percent (5%) of the Bid Amount, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
  2. Within two (2) hours after the opening of Bids, those bidders submitting the three lowest Bids must submit the names of each first-tier subcontractor, equipment and material supplier that will supply more than 1% of the bid amount, or Fifty Thousand Dollars (\$50,000), whichever is greater. If the Contractor intends to self-perform any portion of the Work exceeding one percent (1%) of the Bid Amount or Fifty Thousand Dollars (\$50,000), whichever is greater, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
  3. A list of similar projects previously completed by Bidder, including contact person with their telephone number and email, and the date the project was completed.
    - a. Contractor is required to have successfully performed five (5) projects of similar scope within the last five (5) years, including a minimum project total cost of \$250,000, contract time of 30 to 60 days, and preferably work performed in the Lake Tahoe basin.
  4. Work history of Job Foreman/Superintendent, Roofing Foreman and Equipment Operator.
    - a. Contractor is required to staff project with a Job Foreman/Superintendent with minimum experience of five (5) years' experience with similar project work and five (5) projects within five (5) years greater than \$250,000.
  5. Bidder's state or other contractor license number, if applicable.

3.03 A Bidder's failure to submit required qualification information within the times indicated will result in the Bid being deemed Non-Responsive.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project.

4.02 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: If necessary to the Work, the Bidding Documents will contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
  - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
  - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract

Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

- c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
  - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:  

Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

#### 5.04 *Site Visit and Testing by Bidders*

- A. It is recommended that Bidder visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer through Owner's Planet Bids website. The closing date to submit questions is shown on the Advertisement to Bid.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.
- A. A copy of the bid security must be submitted with Bidder's bid price on Planet Bids, and the original Bid Security must be mailed or hand-delivered to:
- IVGID Public Works  
1220 Sweetwater Road  
Incline Village NV 89451  
Attn: R. Rector.
- B. Postmark or hand-delivery of Bid Security must be the same date as Bid Date or the bid will be deemed nonresponsive.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 If the Instructions to Bidders require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included as Section 3 of the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.



- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state of Nevada, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state of Nevada, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

- 13.01 The basis of Bid is set in Section 3 – Bid Form. Description of the various basis of Bid are as follows:
- A. If Bid is Lump Sum
1. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.
- B. If bid is a Base Bid with Alternates

1. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
  2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
- C. If bid is a Unit Price
1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  2. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity,” which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
  3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bid Form is to be completed and submitted to the District’s Planet Bids portal on or before the date specified in the Invitation to Bid, together with a copy of the Bid security and any other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 The original Bid security shall be submitted per Article 8 of these Instructions to Bidders.
- 14.03 The Bidder assumes the sole responsibility for timely delivery of its Bid. Bidders shall allow sufficient time for all bid files to transmit from Bidder’s server to the server of the District’s bid system. Bid files shall be completely transmitted to IVGID’s bid system prior to the time specified or the bid will be rejected by the bid system.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, become publicly available. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 17.01 Owner reserves the right to reject any or all Bids pursuant to Nevada State law, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 17.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All bids with separately-priced line items shall be analyzed to determine if the prices are unbalanced. A Bid may be rejected if Owner determines that the lack of balance poses an unacceptable risk to Owner. A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over- or understated, as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:
    - 1. Overpricing of startup work, mobilization, or early items of work ("front-end loading") would cause a Bidder to receive substantial up-front payment;
    - 2. Base quantities and option quantities are separate line items;
    - 3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; and/or

4. On items when the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low bidder.
- C. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- D. In evaluating bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
- E. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- F. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- G. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project.
- H. Owner reserves the right to reduce the Scope of Work up to twenty-five percent (25%) of the total Bid price by deleting items and/or reducing the Scope of Work without invalidating the Bid, if necessary, to reduce the cost of the project to within the Engineer's Estimate and/or Owner's budget.
- I. Any Bidder which submitted a Bid to Owner may protest the recommendation of award in accordance with procedures as set forth in NRS 338.

#### **ARTICLE 18—BONDS AND INSURANCE**

- 18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by one (1) copy of each of the required bonds and insurance documentation.
- 18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 19—SIGNING OF AGREEMENT**

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the other Contract Documents as identified in the Agreement. Within 10 business days thereafter, Successful Bidder must execute the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 20 business days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 20—SALES AND USE TAXES**

20.01 Owner is exempt from Nevada state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 88-760004K). Per Section 15, Chapter 338 of the NRS, each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the Work will comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

## **ARTICLE 21—NEVADA REVISED STATUTES**

- 21.01 Each and every provision of Chapters 332, 338 and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they are included herein.
- 21.02 In accordance with NRS 338, the Successful Contractor shall report the name and address of each subcontractor to the Owner and Washoe County Labor Commissioner if the estimated total price of the Contract exceeds \$100,000.
- 21.03 Bidder's attention is directed to Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, an act relating to apprentices, requiring contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects. *The two lowest responsive bidders will be required to fill out and submit a copy of the project Workforce Checklist, a sample copy of which follows this Section.*

## **ARTICLE 22—HISTORICAL AND ARCHAEOLOGICAL**

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

## **ARTICLE 23—SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION**

- 23.01 These construction documents are to be governed at all times by applicable provisions of the Federal Law, including but not limited to the latest amendment of the following:
- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596
  - B. Part 1910 -- Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations
  - C. Part 1926 -- Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

### **END OF INSTRUCTIONS**

## **SECTION 3 - BID FORM**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

Incline Village General Improvement District  
Public Works Department  
1220 Sweetwater Road  
Incline Village NV 89451  
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

### **ARTICLE 3—BASIS OF BID—LUMP SUM BID**

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum price(s):

**LUMP SUM SCHEDULE**

Description	Total (In Numbers)	Total (In Words)
<b>Bid Item 1 -</b>		
Mobilization	\$3,690.00	Three Thousand Six Hundred Ninety Dollars
<b>Bid Item 2 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C1	\$181,890.00	One Hundred Eight One Thousand Eight Hundred Ninety Dollars
<b>TOTAL BASE BID</b>		
Total Bid for Items 1-2:	\$185,580.00	One Hundred Eighty Five Thousand Five Hundred Eighty Dollars

Description	Total (In Numbers)	Total (In Words)
<b>Bid Alternate 1 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C2	\$62,000.00	Sixty Two Thousand Dollars

Description	Total (In Numbers)	Total (In Words)
<b>Bid Alternate 2 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C3	\$15,140.00	Fifteen Thousand One Hundred Forty Dollars

Description	Total (In Numbers)	Total (In Words)
<b>Bid Alternate 3 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C4	\$59,264.00	Fifty Nine Thousand Two Hundred Sixty Four Dollars

Total Bid, including all Bid Alternates 1-3) (In Numbers)	Total (In Words)
\$321,984.00	Three Hundred Twenty One Thousand Nine Hundred Eighty Four Dollars

*Quantities are not guaranteed. Final Payment will be based upon actual quantity of work performed.*

**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>
One	06/20/2024

**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:

Ponderosa Roofing & Steel Works

*(typed or printed name of organization)*

By: Mike Chapman

*(individual's signature)*

Name: Mike Chapman

*(typed or printed)*

Title: Estimator

*(typed or printed)*

Date: 06/27/24

*(typed or printed)*

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

Attest: \_\_\_\_\_

*(individual's signature)*

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

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

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

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: Mike Chapman

*(typed or printed)*

Title: Estimator

*(typed or printed)*

Phone: 775-857-8567

Email: mchapman@ponderosanv.com

Address:

4949 Ponderosa Drive

Carson City, NV 89703

Bidder's Contractor License No.: (if applicable) 0080458

**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
C C S D Bordewich Bray E.S. Mark Johnson 775-283-2170	Tear-off existing shingles to deck,	09/2021	\$ 213,737.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
City of Carson Carson Senior Center Ron Reed 775-283-7134	Tear-off existing shingles to deck,	06/2024	\$ 109,717.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
City of Carson Eagle Valley Golf Course Ron Reed 775-283-7134	Tear-off existing shingles to deck,	12/2023	\$ 60,421.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
State of Nevada Stewart Conservation Andy Lutz 775-546-3003	Tear-off existing shingles to deck,	07/2023	\$ 341,978.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
State of Nevada Railroad Museum Andy Lutz 775-546-3003	Tear-off existing shingles to deck,	04/2023	\$ 11,000.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		

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

Forman/Super's Name	Title	Years' Experience	
Gilberto Morales & Ricardo Morales	Foreman	25 Years (Both)	
Name & Location of Project	Description	Project Cost	Date Completed
Bordewich Bray E.S. Carson City, NV	Remove & Install New Shingles as noted above	\$ 213,737.	09/2021
Carson Senior Center Carson City, NV	Remove & Install New Shingles as noted above	\$ 109,717.	06/2024
Eagle Valley Golf Course Carson City NV	Remove & Install New Shingles as noted above	\$ 60,421.	12/2023
Stewart Conservation Camp Carson City, NV	Remove & Install New Shingles as noted above	\$ 341,978.	07/2023

**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>
Ponderosa Roofing & Steel Works 4949 Ponderosa Drive, Carson City, NV 89701	0080458 \$5,800,000 Limit
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Description of work being self-performed by Contractor: Roofing and Ice Melt Installation	100% of Work

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Beacon Roofing Supply, Inc 1690 Industrial Way, Sparks, NV 89431 775-331-3824	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	65%

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Frontier Controls Corp 7388 S Revere Pkwy, Ste 707, Centennial, CO 80112 303-745-5065	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	35%

<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.)

<b>Prime Contractor’s Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Ponderosa Roofing & Steel Works 4949 Ponderosa Drive, Carson City, NV 89701	0080458 \$5,800,000 Limit
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Description of work being self-performed by Contractor: Roofing & Ice/Snow Melt	100% of Work

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Beacon Roofing Supply, Inc 1690 Industrial Way, Sparks, NV 89431 775-331-3824	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	65%

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Frontier Controls Corp 7388 S Revere Pkwy, Ste 707, Centennial, CO 80112 303-745-5065	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	35%

<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>

**PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT**

I, David Ford, on behalf of Ponderosa Roofing & Steel Works ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. WA-2024-071, Project Name IVGID Resource Recovery Facilities Roof Replacement ("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: *David Ford*

Print Name: David Ford

Title: President

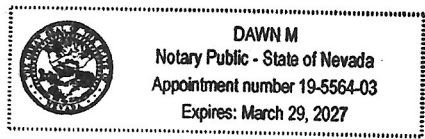
Date: 06-26-2024

State of Nevada )

)ss.

County of Carson )

This instrument was acknowledged before me on 26 day of June, 2024, by David Ford (name of person making statement).

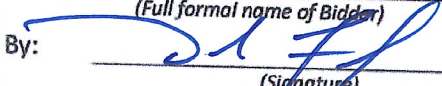
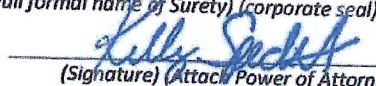




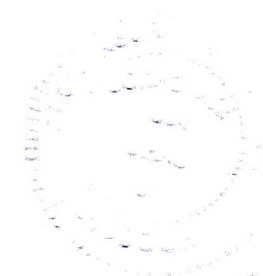
*Dawn M*

Notary Signature

NOTARY STAMP

**SECTION 4 - BID BOND**

<p><b>Bidder</b>                  Name: F&amp;F Industries Inc DBA                  Ponderosa Roofing &amp; Steel Works                  Address (principal place of business):                  4949 Ponderosa Drive                  Carson City, NV 89701</p>	<p><b>Surety</b>                  Name: Arch Insurance Company                  Address (principal place of business):                  Harborside 3 210 Hudson Street Suite 300                  Jersey City, NJ 07311</p>
<p><b>Owner</b>                  Name: Incline Village GID                  Address (principal place of business):                  Public Works Department                  1220 Sweetwater Road                  Incline Village, NV 89451                  775-832-1267</p>	<p><b>Bid</b>                  Project (name and location):                  WRRF Roof Replacement                  1250 Sweetwater Road                  Incline Village, NV 89451                  Bid Due Date: <b>6/27/2024</b></p>
<p><b>Bond</b>                  Bond Amount: 5% of the total bid amount                  Date of Bond: June 25, 2024</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><b>Bidder</b>                  F&amp;F Industries Inc DBA                  Ponderosa Roofing &amp; Steel Works                  (Full formal name of Bidder)</p>	<p><b>Surety</b>                  Arch Insurance Company                  (Full formal name of Surety) (Corporate seal)</p>
<p>By: <u></u>                  (Signature)</p>	<p>By: <u></u>                  (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>DAVID FORD</u>                  (Printed or typed)</p>	<p>Name: <u>Kelly Specht</u>                  (Printed or typed)</p>
<p>Title: <u>PRESIDENT</u></p>	<p>Title: <u>Attorney-in-fact</u></p>
<p>Attest: <u></u>                  (Signature)</p>	<p>Attest: <u></u>                  (Signature)</p>
<p>Name: <u>DAWN MILES</u>                  (Printed or typed)</p>	<p>Name: <u>DELANIE DAVIS</u>                  (Printed or typed)</p>
<p>Title: <u>Public Notary</u></p>	<p>Title: <u>ACCOUNT MANAGER</u></p>
<p>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.</p>	





1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT**  
**CIVIL PRACTICE & REMEDIES CODE § 121.007**

The State of Texas

County of Bexar

Before me,

Delanie Davis, Notary Public

*Name and Character of Notarizing Officer,  
e.g., "John Smith, Notary Public"*

on this day personally appeared

Kelly Specht

*Name of Signer*

known to me

proved to me on the oath of

*Name of Credible Witness*

proved to me through \_\_\_\_\_

*Description of Identity Card or Document*

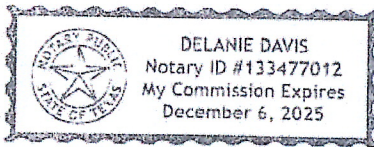
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this

25th day of June, 2024  
*Day Month Year*

Delanie Davis

*Signature of Notarizing Officer*



Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond

Document Date: June 25, 2024

Number of Pages: 2

Signer(s) Other Than Named Above: No Other Signers

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jo Ann Smith, Kandis Gregory and Kelly Specht of San Clemente, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect: "VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1<sup>st</sup> day of June, 2023

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

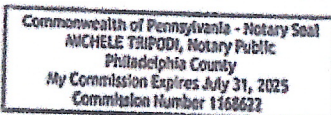


Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being therunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public

My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 1, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25<sup>th</sup> day of June 20 24.

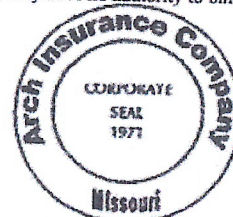
Regan A. Shulman

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102

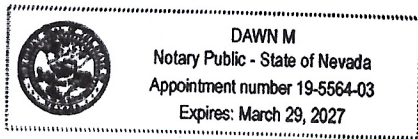



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

State Of Nevada

Carson City

This instrument was acknowledged before me on 06/26/2024, by David Ford.



X 

Dawn Miles, Notary Public

THIS ACKNOWLEDGEMENT IS ATTACHED TO: F&F INDUSTRIES INC DBA  
PONDEROSA ROOFING & STEEL WORKS BID BOND.

DATED: 06/26/2024

**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 **F & F Industries dba Ponderosa Roofing & Steel Works** (“Contractor”). This Agreement will be effective on **July 11, 2024** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The project is located at the IVGID Water Resource Recovery Facility, 1250 Sweetwater Road, Incline Village, Washoe County, Nevada. The proposed work will include removal and replacement of approximately 18,000 SF of existing asphalt shingle roofing, re-sealing of the roof exhaust fans and flues, removal of existing ice melt system, and installation of approximately 620 LF (gutter install) and 1,267 SF (serpentine at roof surface) of ice melt heat tape.

**ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Resource Recovery Facility (WRRF) Roof Replacement.**

**ARTICLE 3—ENGINEER**

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

3.02 The part of the Project that pertains to the Work has been designed by 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 **July 11, 2024**.

4.02 *Contract Times: Dates*

- A. Alternate: The Work will be substantially complete on or before **June 20, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 30, 2025**.

#### 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 \$750 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 \$750 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 Work other than Unit Price Work, a lump sum of **\$306,844.00**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as Exhibit A.
1. The total Lump Sum price listed in Section 5.01A, above, includes from the Contractor's Bid the following items:
    - a. Base Bid - \$185,580.00
    - b. Add Alternate 1 - \$62,000.00
    - c. Add Alternate 3 - \$59,264.00

## 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 **June 27, 2024**.
  3. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  4. General Conditions.
  5. Supplementary Conditions.
  6. Specifications as listed in the table of contents of the project manual (copy of list attached).
  7. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **WRRF Roof Replacement**.
  8. Addenda (number 1, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award **July 11, 2024**.
    - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Bid Opening date of project.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.



2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

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

**OWNER:  
INCLINE VILLAGE G. I. D.**

**Agreed to:**

\_\_\_\_\_  
Sara Schmitz, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michaela Tonking, Secretary

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District Legal Counsel

\_\_\_\_\_  
Date

**CONTRACTOR:  
PONDEROSA ROOFING AND STEEL  
WORKS**

**Agreed to:**

By:

\_\_\_\_\_  
*Signature of Authorized Agent*

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

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

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

EXHIBIT A - CONTRACTOR BID DOCUMENTS

PONDEROSA ROOFING AND STEEL

WRRF ROOF REPLACEMENT

BID DATE: JUNE 27, 2024

## **SECTION 3 - BID FORM**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

Incline Village General Improvement District  
Public Works Department  
1220 Sweetwater Road  
Incline Village NV 89451  
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

### **ARTICLE 3—BASIS OF BID—LUMP SUM BID**

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum price(s):

**LUMP SUM SCHEDULE**

Description	Total (In Numbers)	Total (In Words)
<b>Bid Item 1 -</b>		
Mobilization	\$3,690.00	Three Thousand Six Hundred Ninety Dollars
<b>Bid Item 2 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C1	\$181,890.00	One Hundred Eight One Thousand Eight Hundred Ninety Dollars
<b>TOTAL BASE BID</b>		
Total Bid for Items 1-2:	\$185,580.00	One Hundred Eighty Five Thousand Five Hundred Eighty Dollars

Description	Total (In Numbers)	Total (In Words)
<b>Bid Alternate 1 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C2	\$62,000.00	Sixty Two Thousand Dollars

Description	Total (In Numbers)	Total (In Words)
<b>Bid Alternate 2 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C3	\$15,140.00	Fifteen Thousand One Hundred Forty Dollars

Description	Total (In Numbers)	Total (In Words)
<b>Bid Alternate 3 -</b>		
Construction of all work as specified in the contract and construction drawings – Sheet C4	\$59,264.00	Fifty Nine Thousand Two Hundred Sixty Four Dollars

Total Bid, including all Bid Alternates 1-3) (In Numbers)	Total (In Words)
\$321,984.00	Three Hundred Twenty One Thousand Nine Hundred Eighty Four Dollars

*Quantities are not guaranteed. Final Payment will be based upon actual quantity of work performed.*

**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>
One	06/20/2024

**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:

Ponderosa Roofing & Steel Works

*(typed or printed name of organization)*

By: Mike Chapman  
*(individual's signature)*

Name: Mike Chapman  
*(typed or printed)*

Title: Estimator  
*(typed or printed)*

Date: 06/27/24  
*(typed or printed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: Mike Chapman  
*(typed or printed)*

Title: Estimator  
*(typed or printed)*

Phone: 775-857-8567

Email: mchapman@ponderosanv.com

Address: 4949 Ponderosa Drive

Carson City, NV 89703

Bidder's Contractor License No.: (if applicable) 0080458

**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
C C S D Bordewich Bray E.S. Mark Johnson 775-283-2170	Tear-off existing shingles to deck,	09/2021	\$ 213,737.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
City of Carson Carson Senior Center Ron Reed 775-283-7134	Tear-off existing shingles to deck,	06/2024	\$ 109,717.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
City of Carson Eagle Valley Golf Course Ron Reed 775-283-7134	Tear-off existing shingles to deck,	12/2023	\$ 60,421.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
State of Nevada Stewart Conservation Andy Lutz 775-546-3003	Tear-off existing shingles to deck,	07/2023	\$ 341,978.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		
State of Nevada Railroad Museum Andy Lutz 775-546-3003	Tear-off existing shingles to deck,	04/2023	\$ 11,000.
	Install Ice&Water, new 40 year shingles		
	hip & ridge and metal drip edge valleys		

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

Forman/Super's Name	Title	Years' Experience	
Gilberto Morales & Ricardo Morales	Foreman	25 Years (Both)	
Name & Location of Project	Description	Project Cost	Date Completed
Bordewich Bray E.S. Carson City, NV	Remove & Install New Shingles as noted above	\$ 213,737.	09/2021
Carson Senior Center Carson City, NV	Remove & Install New Shingles as noted above	\$ 109,717.	06/2024
Eagle Valley Golf Course Carson City NV	Remove & Install New Shingles as noted above	\$ 60,421.	12/2023
Stewart Conservation Camp Carson City, NV	Remove & Install New Shingles as noted above	\$ 341,978.	07/2023

**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>
Ponderosa Roofing & Steel Works 4949 Ponderosa Drive, Carson City, NV 89701	0080458 \$5,800,000 Limit
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Description of work being self-performed by Contractor: Roofing and Ice Melt Installation	100% of Work

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Beacon Roofing Supply, Inc 1690 Industrial Way, Sparks, NV 89431 775-331-3824	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	65%

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Frontier Controls Corp 7388 S Revere Pkwy, Ste 707, Centennial, CO 80112 303-745-5065	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	35%

<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.)

<b>Prime Contractor’s Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Ponderosa Roofing & Steel Works 4949 Ponderosa Drive, Carson City, NV 89701	0080458 \$5,800,000 Limit
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Description of work being self-performed by Contractor: Roofing & Ice/Snow Melt	100% of Work

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Beacon Roofing Supply, Inc 1690 Industrial Way, Sparks, NV 89431 775-331-3824	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	65%

<b>Subcontractor or Supplier Name, Address &amp; Phone No.</b>	<b>Nevada Contractor License No./License Limit</b>
Frontier Controls Corp 7388 S Revere Pkwy, Ste 707, Centennial, CO 80112 303-745-5065	n/a
<b>Kind of Work/Supplies</b>	<b>% of Work/Supplies</b>
Material Supplier	35%

<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>

**PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT**

I, David Ford, on behalf of Ponderosa Roofing & Steel Works ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. WA-2024-071, Project Name IVGID Resource Recovery Facilities Roof Replacement ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: 

Print Name: David Ford

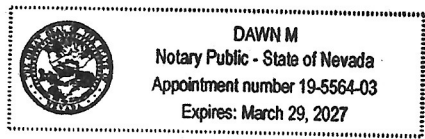
Title: President Date: 06-26-2024

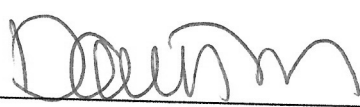
State of Nevada )

)ss.

County of Carson )

This instrument was acknowledged before me on 26 day of June, 2024, by David Ford (name of person making statement).





Notary Signature

NOTARY STAMP

## 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>:                  WRRF Roof Replacement                  1250 Sweetwater Road                  Incline Village, NV 89451</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner



to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
  11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
  12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  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>:                  Public Works Department; 1220                  Sweetwater Road, Incline Village, NV                  89451</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:                  WRRF Roof Replacement                  1250 Sweetwater Road                  Incline Village, NV 89451</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract,

whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;
    - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    - 16.1.7. The total amount of previous payments received by the Claimant; and
    - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

**SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT** AIA DOCUMENT G702

PAGE ONE OF

PAGES

**TO OWNER:**

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

PROJECT: WRRF Roof  
Replacement

APPLICATION NO:

PERIOD TO

Distribution to:

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

**FROM CONTRACTOR:**

**P.O. Number:**

CIP Number: 2599BD1105  
PWP WA-2024-071  
CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

1. ORIGINAL CONTRACT SUM	\$	<u>0.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>0.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>0.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>0.00</u>
b. _____ % of Stored Material (Column F on G703)	\$	<u>          </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>0.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>          </u>
8. CURRENT PAYMENT DUE	\$	<u>0.00</u>
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CONTRACTOR:

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

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

<b>ENGINEER'S CERTIFICATE FOR PAYMENT</b>	
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 . . . . . \$	<b>0.00</b>

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

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

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by OWNER:	\$0.00	\$0.00
Total approved this Month:	\$0.00	\$0.00
TOTALS:	\$0.00	\$0.00
NET CHANGES by Change Order:	\$0.00	

# SECTION 9 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

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

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

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

See SC-1.01

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

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.



- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

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

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

See SC-2.01

### 2.02 *Copies of Documents*

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

See SC-2.02

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

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. ~~Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.~~

#### See SC-3.01

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

See SC-4.01

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work.~~ Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

See SC-4.03

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

See SC-4.04

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 *Use of Site and Other Areas*

#### A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

See SC -5.02

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by,



or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. ~~*Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~

### See SC-5.03

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. The contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

See SC-5.03

5.04 *Differing Subsurface or Physical Conditions*

- A. ~~*Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:~~
- ~~1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;~~
  - ~~2. is of such a nature as to require a change in the Drawings or Specifications;~~
  - ~~3. Differs materially from that shown or indicated in the Contract Documents; or~~
  - ~~4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;~~

~~then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~

See SC-5.04

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

See SC-5.04.E.4

- ~~4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.~~
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. Verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - c. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. ~~*Reports and Drawings*: The Supplementary Conditions identify:~~
- ~~1. Those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
  - ~~2. Drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
  - ~~3. Technical Data contained in such reports and drawings.~~

- ~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
  - ~~2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
  - ~~3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

See SC-5.06

- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

- and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
  - H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
  - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
  - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
  - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

See SC-6.02



- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities

identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

See SC-6.02

- L. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- M. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- N. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- O. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

See SC-6.03

- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. As to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

See SC-6.03

#### 6.04 *Builder's Risk and Other Property Insurance*

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

See SC-6.04

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

See SC-7.01C

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

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

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

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

See SC-7.04

#### 7.05 "Or Equals"

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

- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

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



with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

See SC-7.07

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

See SC-7.09

#### 7.10 *Taxes*

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

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

See SC-7.11

#### 7.12 *Record Documents*

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

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

See SC-7.13

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the

Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

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

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.



2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

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

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

See SC-7.18

7.19 *Delegation of Professional Design Services*

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

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

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

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

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

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

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

#### 8.03 *Legal Relationships*

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

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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

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

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

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

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

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

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

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

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

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

See SC-9.12

## ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

### 10.01 *Owner’s Representative*

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

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

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

### 10.04 *Engineer’s Authority*

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

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

See SC-10.05

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

See SC-10.07

10.08 *Compliance with Safety Program*

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



## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

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

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

See SC-11.03.B

- B. If Owner has issued a Work Change Directive and:
  - 1. ~~Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.~~
  - 2. ~~Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.~~

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

See SC-11.07.D & E

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

See SC-11.08.C

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of

the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or

Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.



- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
  - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
  - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required

by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

**B. Applications for Payments**

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**C. Review of Applications**

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.



E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not

limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

**16.03 *Owner May Terminate for Convenience***

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

**16.04 *Contractor May Stop Work or Terminate***

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or

Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

See SC-17.02

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.



18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**END OF GENERAL CONDITIONS**

# SECTION 10 - SUPPLEMENTARY CONDITIONS

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

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

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

## Article 1—DEFINITIONS AND TERMINOLOGY

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

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

## Article 2—PRELIMINARY MATTERS

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

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

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

### 2.02 *Copies of Documents*

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

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

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

### 3.01 *Intent*

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

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

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

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

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

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

5.02 *Use of Site and Other Areas*

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

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

5.03 *Subsurface and Physical Conditions*

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

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

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

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

5.03.D. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at 1220 Sweetwater Road, Incline Village, NV during regular business hours, or may request copies from Engineer at the cost of reproduction.

5.03.E. The Contractor shall verify the locations and dimensions of all existing equipment and structures, whether shown on the plans or not, and shall have full responsibility with respect to physical conditions in or relating to such structures and equipment.

5.03.F. Contractor is advised that the Lake Tahoe basin is known for large rocks and boulders buried under the surface, and it is common to find boulders within the work area.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04.A in its entirety and insert the following in its place:

5.04.A. Notice by Contractor: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site differs materially from conditions ordinarily encountered in the Tahoe Basin and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

5.04.A.2.a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by becoming bound under a negotiated contract, or otherwise; or

5.04.A.2.b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

5.04.A.2.c. Contractor failed to give the written notice as required by SC-5.04.A.

5.06 *Hazardous Environmental Conditions*

SC-5.06. Delete Paragraphs 5.06.A and Paragraph 5.06.B in their entirety and insert the following in their place:

5.06.A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner.

Article 6—**BONDS AND INSURANCE**

6.02 *Insurance—General Provisions*

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.A:

6.02.A.1. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have an A.M. Best's rating of no less "A (FSC-VII)."

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.J:

6.02.K. Contractor shall furnish properly executed certificates of insurance to Owner prior to commencement of Work under this agreement. Such certificates shall: clearly evidence all coverage required herein, including specific evidence of an endorsement naming Owner and Engineer as an additional insured, as well as all exclusions to the policies; indicate whether coverage provided is on a claims-made or occurrence basis; provide that such insurance shall not be materially changed, terminated or allowed to expire except on 30 days prior written notice to Owner; and be forwarded to: IVGID Engineering Division, 1220 Sweetwater Road, Incline Village, NV 89451. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, employees or volunteers.

### 6.03 *Contractor's Insurance*

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

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

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

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

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

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

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

Article 7—**CONTRACTOR'S RESPONSIBILITIES**

7.03 Add the following after paragraph 7.03.C:

7.03.D **Working Hours.** Working hours shall be limited to 8:00 a.m. to 5:30 p.m. Monday through Friday unless otherwise directed by Owner. No equipment operation, including "warm up", refueling or maintenance, shall occur outside these hours. Contractor shall not permit the performance of work outside these hours without Owner's written consent given after prior written notice to Engineer.

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

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

7.04 *Services, Materials, and Equipment*

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

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

7.07 *Services, Materials, and Equipment*

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

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

7.09 *Permits*

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

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

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



OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.

2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.

#### 7.11 *Laws and Regulations*

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, and as amended by Senate Bill 82, passed in 2023. Refer to [labor.nv.gov](http://labor.nv.gov) for further information.

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

### 7.13 *Safety and Protection*

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

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

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

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

**7.18 Indemnification**

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

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

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

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

**Article 8—OTHER WORK AT THE SITE**

No suggested Supplementary Conditions in this Article.

## Article 9—OWNER'S RESPONSIBILITIES

### 9.12 *Owner's Site Representative*

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

### 9.13 *Owner as Resident Project Representative*

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

9.13.B. In addition to the Resident Project Representative which may be furnished by Engineer, Owner may furnish an Owner's Site representative to assist Engineer. The responsibilities, authorities, and limitations of authority of Owner's Site representative will be as specified for Engineer's Resident Project Representative.

## Article 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.05 Determinations for Unit Price Work

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

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

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

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

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

## Article 11—CHANGES TO THE CONTRACT

### 11.03 Work Change Directives

SC-11.03B Delete Paragraphs in 11.03.B.1 and 11.03.B.2 in their entirety and replace it with the following sections:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment prior to starting the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 10 days after issuance of the Work Change Directive.

### 11.07 *Change of Contract Price*

SC-11.07. Add the following two (2) new paragraph immediately after Paragraph 11.07.C:

11.07.D. In the event Contractor submits request for additional compensation as a result of a change or differing Site conditions, or as a result of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

11.07.E. In absence of an approved contract change order or written authorization, the Contractor shall not be entitled to payment for any changed or Extra Work.

11.08 *Change of Contract Times*

SC-11.08. Add the following new paragraph immediately after Paragraph 11.08.B:

11.08.C. In absence of an approved contract change order or written authorization, the Contractor shall not be entitled to any adjustment of Contract time for any changed or Extra Work.

**Article 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

**Article 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

No suggested Supplementary Conditions in this Article.

**Article 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

**Article 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

No suggested Supplementary Conditions in this Article.

**Article 16—SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

**Article 17—FINAL RESOLUTIONS OF DISPUTES**

17.02 *Arbitration*

SC-17.02. Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02.A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of NRS, subject to the conditions and limitations of this paragraph.

This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

SC-17.02.B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

SC-17.02.C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

SC-17.02.C.1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

SC-17.02.C.2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

SC-17.02.D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

SC-17.02.E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

SC-17.02.F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

## Article 18—**MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

### **END OF SUPPLEMENTARY CONDITIONS**

# STATE OF NEVADA

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## 2024 PREVAILING WAGE RATES WASHOE COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Job Descriptions for Recognized Classes of Workers**

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

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

**Zone Rates**

The zone rate has been added to each applicable craft.

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

Craft: AIR BALANCE TECHNICIAN (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

Craft: ALARM INSTALLER (Non-Union Rate)

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

Alarm Installer.....39.90

**JOB DESCRIPTION:**

Includes but is not limited to:

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

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

Boilermaker.....	72.01
Boilermaker Foreman.....	74.51

**ADD PREMIUM PAY**

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

PER DIEM payments and TRAVEL pay shall be paid as follows:

The Contractor shall pay the employee Per Diem in the amount of seventy-five dollars (\$75 .00) per day worked where the job site is 70 miles or more but less than 120 miles from the dispatch point.

For mileage of 120 miles or more, the daily Per Diem amount shall be ninety dollars (\$90.00) per day worked.

Where the job site is over 120 miles or more from the dispatch point, employees shall receive the I.R.S. maximum allowable per mile for transportation between the dispatch point and the job site at the beginning and conclusion of their employment.

Where a job is located two hundred and forty (240) miles or more from the dispatch point, the employee will receive one additional day's Per Diem at the beginning of employment and one additional day's Per Diem at the conclusion of employment.

**JOB DESCRIPTION:**

Includes but is not limited to:

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

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

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

**ADD ZONE PAY** in addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 35 miles	\$0.00
Zone 2	35 to 75 miles	\$2.50
Zone 3	Over 75 miles	\$8.12

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

Craft: CARPENTER (Union Rate)

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

Carpenter Journeyman.....	58.42
Carpenter Foreman.....	62.06
Carpenter General Foreman.....	66.06

**ADD ZONE RATE**

(Building and Heavy Highway and Dam Construction)

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

Zone 1	Within 75 road miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction, including but not limited to plastics and such work in connection with new methods of construction or use of materials.

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

Craft: CEMENT MASON (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:  
 Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.  
 Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Non-Union Rate)

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

Communication Technician.....41.13

**JOB DESCRIPTION:**

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment; 2016-2017 Prevailing Wage Rates – Washoe County 13
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems.



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

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:**

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

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

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

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

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

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on

the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN (Union Rate)

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

Electrician Neon Sign Journeyman.....	63.15
Electrician Neon Sign Foreman.....	65.15
Electrician Neon Sign Truck Foreman supervising (4) or more.....	67.65

**ADD PREMIUM PAY**

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

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double (2X) the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

**SHIFT DIFFERENTIAL**

Second Shift (Swing) will be an additional \$1.25 cents per hour.

Third Shift (Graveyard) will be an additional \$1.50 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.75 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$4.00 per hour in addition to their normal rate for a minimum of 4 hours.

**FOREMAN/TRUCK FOREMAN**

1. First employee on the job (TRUCK FOREMAN) must have a CDL and Welder certification and shall be paid \$2.00 per hour in addition to their normal rate of pay.

2. When the first employee on the job (FOREMAN) is supervising (4) or more workers, he or she shall be paid an additional \$2.50 per hour. In addition to their normal rate of pay.

3. When the first employee on the job (TRUCK FOREMAN and FOREMAN) has a CDL and Welder certification and is supervising (4) or more workers, he or she shall be paid an additional \$4.50 per hour. In addition to their normal rate of pay.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Martin Luther King Day, President’s Day unpaid holiday; double time for any hours worked, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve ½ day (4 hours) unpaid holiday; straight time for first four hours worked and double time for hours worked after four hours, Christmas Day.

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

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

**Craft: ELECTRICIAN WIREMAN (Union Rate)**

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment

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

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

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

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

**Shift Rates**

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

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

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in

Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

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

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

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

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

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

Craft: FENCE ERECTOR (Union Rate)

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

Fence Erector.....48.78

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

Includes but is not limited to:

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

Craft: FLAG PERSON (Union Rate)

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

Flag Person.....46.66

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION**

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

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



Craft: FLOOR COVERER (Union Rate)

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Southwest Mountain States Regional Council of Carpenters.

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

Craft: GLAZIER (Union Rate)

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

Glazier Journeyman.....	33.70
Glazier Foreman.....	36.15
Glazier Superintendent.....	37.37

**ADD PREMIUM PAY**

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

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

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

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

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

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

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

**25.2 Foremen:**

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

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

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

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

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

Craft: Ironworker (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

Shift Pay

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

**RECOGNIZED HOLIDAYS**

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

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

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



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

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

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

Craft: Laborer (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

**SEE GROUP CLASSIFICATIONS**

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

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

Craft: Mechanical Insulator (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

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

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

Craft: MILLWRIGHT (Union Rate)

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

Millwright Journeyman.....	73.97
Millwright Welder.....	76.97
Millwright Foreman.....	78.46
Millwright General Foreman.....	83.40

**ADD ZONE RATE**

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Reno, Nevada City Hall. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of respective dispatch points.

Zone 1	Up to 45 Miles	\$0.00
Zone 2	More than 45 miles but less than 101 Miles	\$4.00
Zone 3	101 or more Miles	\$6.00

**ADD PREMIUM PAY**

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1½) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay. Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

Lodging: If the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of the respective dispatch points listed above, the Employer agrees to furnish acceptable single occupancy lodging to each employee. Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging shall be paid at the rate of one hundred ten dollars (\$110.00) per day, or part thereof, from the date of hire for the project to the date of termination of employment on the project.

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement.

Section 1.4 Millwright Jurisdiction.

The machinery, equipment, processes and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

Section 1.4.1

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel,

hydrogen, jet, electric, pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydropnuematics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

#### Section 1.4.2

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints and supports; install, measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment and final connection of the inlet manifolds and exhaust ducts, cylinders, diaphragms, gaskets, containment barriers, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, magnetic bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, thermal management systems, Bailey Meters or similar devices and their linkages; installation, maintenance and removal of all instrumentation, gauges, antennae and other communication devices, fluid drives, power drive trains, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

#### Section 1.4.3

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, removal, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), magnetic propulsion systems, trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers and filtration, heat exchanges, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, x-ray and imaging & scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, operable partitions, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

#### Section 1.4.4

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, access & egress platforms, catwalks,

transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, uncrating, preparation of nacelle units prior to installation or removal, installation, setting, removal, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains, drive and tracking systems, elevation and azimuth drives, energy collection optimization systems, all rams, dampers and other stabilization devices, antennae, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, mounting and alignment of tracks, axles, bearings, rotational joints, or any other device which allows for the automated or manual movement of equipment post-installation, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy collection and storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, torque tubes, modules, batteries, energy storage systems, cooling or control systems, inertia systems or other equipment or machinery, and all incidental wiring or piping thereof.

#### Section 1.4.5

The laying out, fabrication and installation of protecting equipment including: machinery guards; the making and setting of templates for machinery; the fabrication of bolts, nuts, pans; the drilling or creating of holes in machinery for any equipment which the Millwrights install, remove, service or inspect, regardless of material; installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning or pressure cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping, field machining, technical bolting and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed or handled by the Millwrights, the initial programing of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

#### Section 1.4.6

Rock, sand and gravel plants, mineral processing plants and batch or aggregate plants: Installation, removal and maintenance of all recycling equipment, separators, centrifuges, classifiers, grates, crushers, conveyors, chutes or piping from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways, waterways or elsewhere.

#### Section 1.4.7

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, scan-to-BIM or as-Built measure and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machinery.

#### Section 1.4.8

Incidental asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

#### Section 1.4.9

Any new equipment or technology designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.



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

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 PILEDRIIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

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

**ADD PREMIUM PAY**

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

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

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

Craft: PAINTER (Union Rate)

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

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

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

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

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

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

Craft: PILEDRIVER (Union Rate)

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

Piledriver-Journeyman.....	58.92
Piledriver-Welder.....	59.92
Piledriver-Foreman.....	62.61
Piledriver-General Foreman.....	66.67
Tender.....	62.61
Stand-By Diver.....	63.61
Diver-Diving (Wet Pay).....	105.18

**ADD ZONE RATE**

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

Zone 1	Within 75 miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

Workmen performing outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose of computing overtime hourly wage rates.

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first twelve (12) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). No work shall be performed on Labor Day, except to preserve life and property.

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION**

**104.1** The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

**(a)** In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical forklifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing. . The work includes work on cast & drill holes and operation of the ABI machine.

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

- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include 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 towed 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**

Rofer-Journeyman.....33.64

**JOB DESCRIPTION**

Includes but is not limited to:

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

**Craft: SHEET METAL WORKERS (Union Rate)**

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

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

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

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

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

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

**ADD ZONE RATE**

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

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

**JOB DESCRIPTION**

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

Craft: SURVEYOR (Union Rate)

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

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

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

- 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.
- 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.
- 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:

- Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
- 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;
- Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
- 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.....	40.32
Tile Setter/Terrazzo Worker/Marble Mason - Finisher Foreman.....	41.57
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	43.32

**ADD PREMIUM PAY**

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

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

*FINISHER'S WORK:*

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



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

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

Tile Setter - Journeyman.....	50.37
Tile Setter - Foreman.....	51.62 Tile
Setter - General Foreman....	53.37
Terrazzo/Marble Mason - Journeyman .....	51.87
Terrazzo/Marble Mason - Foreman .....	53.12
Terrazzo/Marble Mason - General Foreman.....	54.87

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

***TILE LAYERS' WORK:***

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

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

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

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

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

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

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

Traffic Barrier Erector.....48.53

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

Craft: Truck Driver (Non-Union Rate)

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

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

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

**Transit Mix**

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

**Transit Mix (Using Boom)**

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

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

**Bus & Manhaul Drivers**

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

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

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

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

**TRUCK DRIVER**

Includes but is not limited to:

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

Craft: WELL DRILLER (Non-Union Rate)

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

Well Driller.....60.78

**JOB DESCRIPTION**

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

# GROUP CLASSIFICATIONS

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LABORER, includes but is not limited to:

## Group 1

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

## Group 2

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

## Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker

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

### **Group 3A**

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



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

#### **Group 4**

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

#### **Group 4A**

- Foreman

#### **Group 5**

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

#### **Group 5A**

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

#### **Group 6**

- Gunit Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

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

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

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

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

**Group 3**

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

**Group 4**

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

**Group 5**

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

**Group 6**

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

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

### **Group 7**

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

### **Group 8**

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

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

**Group 9**

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

### **Group 10**

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

### **Group 10A**

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

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)

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

**Group 11A**

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

**Group 11B**

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

**OPERATING ENGINEERS - Steel Fabricator & Erector**

**Group 1**

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

**Group 2**

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

**Group 3**

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

**Group 4**

- Chicago Boom
- Forklift, 10 tons and over
- 59
- Heavy Duty Repairman/Welder

**Group 5**

- Boom Cat
- 

**OPERATING ENGINEER -PILEDRIIVER**

**Group 1**

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

**Group 2**

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

**Group 3**

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

**Group 4**

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

**Group 5**

No current classification

**Group 6**

- Deck Engineer

**Group 7**

No current classification

**Group 8**

- Deckhand
  - Fireman
-



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**Section 01010**  
**SUMMARY OF WORK**

**ARTICLE 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification sections apply to Work of this section.

**1.02 PROJECT WORK IDENTIFICATION**

- A. General. The name of the project is: *Roof Replacement, Water Resource Recovery Facility*
- B. Contract Documents. Indicate the Work of the Contract and related requirements and conditions which have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include but are not necessarily limited to the following: Existing site conditions and restrictions on use of the site.
- C. Summary by References. Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda, and modifications to the contract documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.
- D. Abbreviated Written Summary. Briefly and without force or effect upon the contract documents, the Work of the Contract can be summarized as follows:

Removal and replacement of the existing asphalt shingle roofing and ice melt heat tape system at the Water Resource Recovery Facility in Incline Village, Washoe County, Nevada.

The Work also includes: obtaining and paying for all building/construction permits, maintain business driveway access, erosion & sediment controls, protection and/or replacement of existing features, including vegetation, concrete, and other utilities removed and/or damaged by construction activity; compliance with County permit conditions and working within Right of Ways in Incline Village, Washoe County, Nevada.

**1.03 CONTRACTOR USE OF PREMISES**

- A. General. The CONTRACTOR shall limit his use of the premises to the Work indicated so as to allow for use by the public.

1. *Use of the Site:* Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which Work is indicated are not to be disturbed. Conform to site rules, permits, and regulations affecting the Work while engaged in project construction.

#### **1.04 OWNER OCCUPANCY**

- A. The OWNER reserves the right to place and install equipment or material as necessary in areas of the Work and to occupy completed areas prior to total Work completion, provided that such occupancy does not substantially interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the Work or any part of the Work.
- B. Partial Acceptance of the Work. After completion of certain portions of the Work, including all testing and other preparation necessary for operation of such portions by the OWNER as specified herein but prior to final completion of the Work, provisions may be made for partial acceptance in writing by the OWNER for such portions only. The portions of the Work to be included for partial acceptance prior to final project completion will be noted at the preconstruction conference in accordance with CONTRACTOR's schedule or by written notice to the CONTRACTOR at the earliest possible time.
- C. The guarantee period for such portions of the Work shall commence with the date of their acceptance for use by the OWNER; however, full payment for such portions will not be made until final acceptance of the total Work.
- D. Acceptance of any portion of the Work prior to acceptance of the whole shall not be construed as absolving the CONTRACTOR of responsibility for any item of construction or incidental work included in the Contract.
- E. Prior to such occupancy or use, the OWNER will enter into a written agreement with the CONTRACTOR delineating the portions of the Work released to the OWNER for occupancy or use, and indicating what, if any, work remains to be done within the occupied or released area. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as may be determined by the OWNER after consideration of recommendations by the Engineer.
- F. Should any portion of the Work in use be damaged thereby, the OWNER shall bear the expense for repairing such damage. However, if the portion being so used should reveal deficiencies of materials or workmanship, it shall be the CONTRACTOR's responsibility to replace the defective construction.

#### **ARTICLE 2 - PERFORMANCE REQUIREMENTS FOR COMPLETED WORK:**

The Contract Documents indicate the intended occupancy and utilization of the individual systems and facilities. Compliance with governing regulations is intended and required for the Work and for the OWNER's occupancy and utilization in addition to the requirement that every element of the Work comply with applicable requirements of the contract documents.

## **2.02 REGULATORY REQUIREMENTS**

- A. The codes and regulations, together with local amendments when applicable, adopted by the State and other governmental authorities having jurisdiction shall establish minimum requirements for this project. This project shall comply with the following:
  - 1. Uniform Building Code (UBC)
  - 2. Uniform Fire Code (UFC)
  - 3. Standard Specifications for Public Work Construction, sponsored and distributed by Regional Transportation Commission of Washoe County, City of Sparks, City of Reno, Carson City, and City of Yerington
  - 4. Tahoe Regional Planning Agency Code of Ordinances
  - 5. Nevada Revised Statutes (NRS)
- B. The latest edition of the requirements in effect at the date of submission of bids shall apply.
- C. The General Conditions cover the CONTRACTOR's responsibility to comply with laws and codes applicable to Means and Methods for performing the Work.
- D. General Conditions Paragraph 3.3 covers the CONTRACTOR's responsibility to report code deficiencies in the design to the ENGINEER prior to proceeding with the Work.
- E. Paragraphs addressing Pre-Engineered Systems and Performance Specifications in other sections cover the CONTRACTOR's responsibility to comply with code requirements when:
  - 1. Performance specifications are used to describe all or portions of Work or items, and
  - 2. When pre-engineered (CONTRACTOR-designed) systems are specified.
- F. In cases where the contract documents are more restrictive than applicable codes, the CONTRACTOR shall comply with the contract documents.

## **2.02 REFERENCE STANDARDS**

- A. When these specifications state that Work or tests shall conform to specific provisions in a referenced standard, specification, code, recommendation, or manual published by an association, organization, society, or agency, the referenced provisions shall be considered a part of these specifications as fully as if included in total. When these specifications or applicable codes contain higher or more restrictive requirements than those contained in reference standards, these specifications or applicable codes shall govern.
- B. Provisions in referenced standards, specifications, manuals, or codes shall not change the duties and responsibilities between any of the parties involved in this work from those described in the General Conditions. Provisions in referenced

standards with regard to measurement and payment shall not apply to this Work unless specifically cited.

### **2.03 SPECIFICATION LANGUAGE AND STYLE**

- B. Many parts of the specifications as well as notes on the drawings are written in the active voice and are addressed to the CONTRACTOR.
  - 1. When words or phrases requiring an action or performance of a task are used, it means that the CONTRACTOR shall provide the action or perform the task. For example: provide, perform, install, furnish, erect, connect, test, operate, adjust, or similar words mean that the CONTRACTOR shall perform the action or task referred to.
  - 2. When words or phrases requiring selection, acceptance, approval, review, direction, designation, or similar actions are referred to, it means that such actions are the OWNER's or the ENGINEER's prerogative, and that the CONTRACTOR must obtain such action before proceeding.
- C. Requirements in the specifications and drawings apply to all work of a similar type, kind, or class, even though the word "all" or "typical" may not be stated.

**END OF SECTION 01010**

## SECTION 07310

### ASPHALT SHINGLE ROOFING

#### PART I GENERAL

##### 1.01 SECTION INCLUDES

- A. Asphalt roofing shingles.
- B. Leak barrier and roof deck protection.
- C. Metal flashing associated with shingle roofing.
- D. Attic ventilation.

##### 1.02 RELATED SECTIONS

- A. Section 01010 – Summary of Work
- B. Section 07620 - Flashing and Sheet Metal: Sheet metal flashing not associated with shingle roofing; gutters and downspouts.

##### 1.03 REFERENCES

- 1. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards
- 2. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- 3. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- 4. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- 5. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
- 6. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- 7. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
- 8. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- 9. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
- B. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TFWZ.R21)
  - 1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
  - 2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

- C. Asphalt Roofing Manufacturers Association (ARMA)
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- E. National Roofing Contractors Association (NRCA)

#### 1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

#### 1.05 SUBMITTALS

- A. Submit copies of GAF product data sheets, detail drawings and samples for each type of roofing product.

#### 1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation.
- B. Installer Qualifications: Installer must be approved for installation of all roofing products to be installed under this section.

#### 1.07 REGULATORY REQUIREMENTS

- A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.

#### 1.08 PREINSTALLATION MEETING

- A. General: For all projects in excess of 250 squares of roofing, a pre-installation meeting is strongly recommended.
- B. Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.
- C. Attendees: Meeting to be called for by General Contractor. Meeting's mandatory attendees shall include the certified contractor. Non-mandatory attendees shall include the owner's representative, architect or engineer's representative, and the general contractor's representative.
- D. Topics: Contractor shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

#### 1.09 DELIVERY, STORAGE, AND HANDLING

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed manufacturer's recommendations. Store all rolls on end.

- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

#### 1.10 WEATHER CONDITIONS

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with GAF's recommendations

#### 1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials and workmanship within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time:
  - 1. Manufacturing defects:
    - a GAF Timberline® Roofing Shingles: Lifetime limited warranty with a 50-year Smart Choice® Protection Period (non-prorated). *GAF Accessories installed with lifetime shingles are also covered with a Lifetime limited warranty with a 50-year Smart Choice® Protection Period (non-prorated).*
  - 2. Workmanship:
    - a Twenty-Five (25) years for GAF Timberline®, LayerLock-labeled Shingles and Designer Shingles
  - 3. Wind Warranty Coverage: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 110 mph for 10 years from date of Substantial Completion
  - 4. Algae Warranty Coverage: Asphalt shingles will not discolor five years from date of Substantial Completion
- B. Special Project Warranty: Roofing Installer's warranty, on warranty form at end of this Section, signed by roofing Installer, covering Work of this Section, in which roofing Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within the following warranty period:
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART II PRODUCTS

### 2.01 MANUFACTURERS

- A. Acceptable Manufacturer: GAF, 1 Campus Drive, Parsippany NJ 07054. Tel: 877-423-7663.
- B. Requests for equivalent substitutions will be considered by Owner.

### 2.02 SHINGLES

- A. Self sealing, granule surfaced, asphalt shingle with a strong fiberglass reinforced Micro Weave® core and StainGuard® protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake appearance with a 5 5/8 inch exposure. New StrikeZone™ Nailing Area with proprietary LayerLock™ Technology provides up to 30% faster nailing and up to 600% larger nailing target. Features GAF's patented High Definition® color blends and enhanced shadow effect. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158; ASTM D 3161, Class F; ASTM D 3018, Type 1; ASTM D 3462; AC438; CSA A123.5; Dade County Approved, Florida Building Code Approved, Texas



Dept of Insurance Approved, ICC Report Approval ESR-1475 and ESR-3267.  
**Timberline® HDZ™** Lifetime High Definition Shingles, by GAF, or approved equal.

1. Color: To match existing shingles.

#### 2.03 HIP AND RIDGE SHINGLES

A. Distinctive self sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 25 lineal feet (7.62m) with a 6 2/3 inch (169mm) exposure. **Seal-A-Ridge®** Ridge Cap Shingles by GAF, or approved equal.

#### 2.04 STARTER STRIP

A. Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 120 lineal feet (36.58m). **ProStart™ Starter Strip** by GAF, or approved equal.

#### 2.05 LEAK BARRIER

A. Self-adhering, self sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Approved by UL, Dade County, ICC, State of Florida and Texas Department of Insurance. Each roll contains approx. 150 sq ft (13.9 sq.m.), 36" X 50' (0.9m x 20.3m) or 200 sq ft (18.6 sq.m.), 36" X 66.7' (0.9m x 20.3m). **WeatherWatch® Leak Barrier**, by GAF, or approved equal.

#### 2.06 SHINGLE UNDERLAYMENT

A. Superior quality, water repellent, non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869. Each roll contains approximately 10 squares (1003 sq. ft.) of material and is 54" x 223'. **TigerPaw™ Roof Deck Protection**, by GAF, or approved equal.

#### 2.07 ROOFING CEMENT

A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.

B. Roof Cement: ASTM D 4586, **Matrix™ 203 Plastic Roof Cement**.

C. Roof Cement: ASTM D 4586. **Matrix™ 204 Wet/Dry Roof Cement**.

#### 2.08 ROOF ACCESSORIES

A. UV stable solid molded PVC compression collar, Kynar PVDF coated 24 gauge galvanized flange, **Ultimate Pipe Flashing** by Lifetime Tool.

#### 2.09 ATTIC VENTILATION

A. Ridge Vents

1. Rigid plastic ridge ventilator designed to allow the passage of hot air from attics while prohibiting snow infiltration. For use in conjunction with eave/ soffit intake ventilation products. Provides 18.0 sq inches (11613 sq.mm/m) NFVA per lineal foot. Each package contains 40 lineal feet (12.19m) of vent. **Cobra® Snow Country™ Ridge Vent** (includes 3" (76mm) galvanized ring shank nails), by GAF, or approved equal.

#### 2.10 NAILS

A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).

## 2.11 METAL FLASHING

- A. .24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.
- B. 16-oz/sq ft (0.56mm) copper sheet, complying with ASTM B 370.
- C. 0.032-inch (0.8mm) aluminum sheet, complying with ASTM B 209.

## PART III EXECUTION

### 3.01 DEMOLITION

- A. Tear off existing shingles and underlayment.
  - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  - 2. Remove only enough existing shingle and underlayment to install new underlayment in a single work-day. Verify weather will permit the proposed tear-off.
  - 3. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings.
  - 4. Contact the Owner if rotten and/or damaged substrate is identified and requires replacement.
    - a. An 'in kind' replacement is required where damaged substrate is replaced
  - 5. Haul off tear-off spoils to an appropriate dump site
- B. Maintain an orderly cleanup area where loading is conducted. Lay-down plywood over existing sod areas if such areas are the only access during the tear-off process.
  - 1. Return any damaged areas of driveway to original condition including wheel or other equipment damage.

### 3.02 EXAMINATION

- A. Do not begin installation until the roof deck has been properly prepared.
- B. If roof deck preparation is the responsibility of another installer, notify the architect or building owner of unsatisfactory preparation before proceeding.

### 3.03 PREPARATION

- A. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.
- B. At areas that receive eaves protection membrane, fill knotholes and cracks with latex filler.
- C. Install crickets on the upslope side of all chimneys in the north, any chimney wider than 24" (610mm), and on all roofs steeper than 6/12.

### 3.04 INSTALLATION OF UNDERLAYMENTS

- A. General:
  - 1. Install using methods recommended by manufacturer, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Eaves:

1. Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.
  - a If damaged fascia boards are discovered, contractor is to notify owner and allow for repairs to be made before proceeding.
2. In the north, and on all roofs between 2/12 and 4/12 (low slopes) install leak barrier up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior “warm wall”. Lap ends 6 inches (152mm) and bond.

C. Valleys:

1. Install eaves protection membrane at least 36 (914mm) inches wide and centered on the valley. Lap ends 6 inches (152mm) and seal.

D. Hips and Ridges:

1. Install leak barrier along entire lengths. If ridge vents are to be installed, position the leak barrier so that the ridge slots will not be covered.

E. Roof Deck:

1. Install one layer of roof deck protection over the entire area not protected by leak barrier at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
2. On roofs sloped at 4:12 or greater, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
3. On roofs sloped between 2:12 to less than 4:12, lap horizontal edges at least 19 inches (482 mm) and at least 19 inches (482mm) over eaves protection membrane.
4. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
5. Lap roof deck protection over leak barrier in valley at least 6 inches (152mm).

F. Penetrations:

1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Chimneys: Install eaves protection membrane around entire chimney extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
4. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

### 3.05 INSTALLATION OF SHINGLES

A. General:

1. Install in accordance with manufacturer's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.
4. Mansard and steep slope applications: For roof slopes greater than 21" per foot (1750mm/m), shingle must be hand sealed with asphalt plastic cement conforming to ASTM D4586 Type I or II. DO NOT use on vertical side walls.

#### B. Placement and Nailing:

1. For maximum wind resistance along rakes, install any starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
2. Secure shingle per manufacturer's instructions or local codes.
3. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
4. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
5. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

#### C. Valleys

1. Install valleys using the "closed cut valley" method:
  - a Run the first course of shingles from the higher roof slope across the valley at least 12 inches (305mm).
  - b Run succeeding courses of shingles from the lower roof slope across the valley at least 12 inches (305mm) and nail not closer than 6 inches (152mm) to center of valley.
  - c Run shingles from the upper roof slope into the valley and trim 2 inches (51mm) from the center line.

#### D. Penetrations

1. All Penetrations are to be flashed according to manufacturer, ARMA and NRCA application instructions and construction details.

#### E. Skylights and Roof Hatches

1. Consult the manufacturer of the skylight or roof hatch for specific installation recommendations.
2. Skylights and roof hatches shall be installed with pre-fabricated metal flashings specifically designed for the application of the unit.

### 3.06 INSTALLATION OF ATTIC VENTILATION

#### A. General

1. Ventilation must meet or exceed current F.H.A., H.U.D. and local code requirements.

#### B. Ridge / Soffit ventilation

1. Install ridge vent along the entire length of ridges:
2. Cut continuous vent slots through the sheathing, stopping 6 inches (152mm) from each end of the ridge.
3. On roofs without ridge board, make a slot 1 inch (25mm) wide, on either side of the peak (2" (51mm) overall).
4. On roofs with ridge board, make two slots 1-3/4 inches (44.5mm) wide, one on each side of the peak (3 1/2" (89mm) overall).
5. Install ridge vent material along the full length of the ridge, including uncut areas.
6. Butt ends of ridge vent material and join using roofing cement.
7. Install eaves vents in sufficient quantity to equal or exceed the ridge vent area.

### 3.07 INSTALLATION OF VENTILATION ACCESSORIES

#### A. Chimney Caps

1. Install chimney caps to manufacturer recommendations

### 3.08 LOW SLOPE ROOFING SYSTEM

#### A. BASE SHEET

1. Roll the base sheet out over the deck insulation and allow it to relax. Lap the base sheet so the flow of water is over or parallel to, but never against the laps.
2. Lap the base sheet 2" (5.1 cm), and 4" (10.2 cm) on the ends. Keeping the base sheet taut, push out all wrinkles and buckles ahead as fastening proceeds.
3. Turn base sheet up to the top of the cant.
4. Stagger adjacent end laps a minimum of 18" (45.7 cm).
5. Fasten sheet per manufacturer requirements.

**Note: When fastening base sheets using screws and plates without insulation, the plate must be of a design that allows it to lie flat on the deck.**

#### B. INTERPLY SHEET

1. Coiled rolls should be unrolled and allowed to relax prior to installation. Cut sheets into manageable lengths that will allow for a wrinkle and void free installation.
2. Prior to installation, clean the surface of the installed Liberty™ SBS Mechanically-Attached Base Sheet or insulation, removing all debris, dirt, moisture and other contaminants. Repair any punctures, fishmouths, wrinkles, open seams and other defects prior to installation of succeeding courses.
3. Starting at the low point of the roof, install one ply of Liberty™ SBS Self-Adhering Base Sheet lapping 3" (7.6 cm) on sides and 6" (15.2 cm) on ends. Fold the bottom

half of the sheet back and remove the release film from this part of the roll. Working from the center of the sheet, carefully roll and hand press the sheet back into place over the base ply being careful to avoid wrinkles and trapped air while maintaining proper alignment. Fold the upper portion of the sheet back on itself to expose and remove the remaining release film and finish the roll. Install the upper portion of the roll working from the center of the sheet outward toward the ends. Firmly hand press the sheet to avoid wrinkles and trapped air and finish with a weighted roller over the entire sheet to insure full contact with the base sheet. All side and end laps must be staggered and offset from underlying courses a minimum of 6" (15.2 cm).

4. Interply End Lap Detail: End laps must be a minimum of 6" (15.2 cm), staggered and offset from adjacent courses a minimum of 3' (91.4 cm). On the overlapping sheet, cut the selvage edge at a 45° angle to provide a tapered transition at the "T" joints formed by succeeding courses. See "T"-Joint Selvage Cuts drawing in paragraph 8.01 N. in the GAF® Application and Specifications Manual. Remove the release film from the underside of the overlapping sheet and form the lap without wrinkles or voids. Firmly press and roll this overlap seam with a weighted roller to complete.
5. Prior to installing succeeding course, apply a 3/8" bead of Matrix™ 201 SBS Flashing Cement along the top edge of each course and along the 45° angle at all selvage edge "T" joint to minimize the potential for voids, blisters or open seams. Install subsequent courses as detailed above, carefully working each sheet into the laps without wrinkles or trapped air. Firmly hand press the sheet and complete the side lap by rolling with a weighted hand roller.

### C. CAP SHEET

1. SBS membranes must not be applied during adverse weather or without precautionary measures in temperatures below 60°F.
2. Installation of Liberty™ SBS Self-Adhering Cap sheet in temperatures below 60° F requires heat welding of membrane side laps with a hot air welder.
3. Coiled rolls should be unrolled, placed upside down and allowed to "relax" prior to installation. Then re-roll to apply.
4. Starting at the low point of the roof install one ply of Liberty™ SBS Self-Adhering Cap sheet lapping 4" (10.2 cm) on sides and 6" (15.2 cm) on ends. Fold the bottom half of the sheet back and remove the release film from this part of the roll leaving approximately 8" (20.3 cm) at the end of the roll where it will lap the previous sheet. Working from the center of the sheet, carefully roll and hand press the sheet back into place over the interply being careful to avoid wrinkles and trapped air while maintaining proper alignment. Fold the upper portion of the sheet back on itself to expose and remove the remaining release film and finish the roll. Install the upper portion of the roll working from the center of the sheet outward toward the ends. Firmly hand press the sheet to avoid wrinkles and trapped air and finish with a weighted roller over the entire sheet to insure full contact with the underlying membrane. All side and end laps must be staggered and offset from underlying courses a minimum of 6" (15.2 cm).

5. Cap sheet end lap detail: End laps must be a minimum of 6" (15.2 cm), staggered and offset from adjacent courses a minimum of 3' (91.4 cm). After aligning end lap, fold back the overlapping sheet and apply a 1/16" (1.6 mm) to 1/8" (3.8 mm) thick troweling of Matrix™ 201 SBS Flashing Cement to the underlying granule surface. On the overlapping sheet, cut the selvage edge at a 45° angle to provide a tapered transition at the "T" joints formed by succeeding courses. Remove the release film from the underside of the overlapping sheet and form the lap without wrinkles or voids, pressing the sheet firmly so that a uniform bead is squeezed out at the lap edges and along the transition cut. Firmly press and roll the completed end lap with a weighted roller. Prior to installing succeeding courses, apply a bead of Matrix™ 201 SBS Flashing Cement along the top edge of each course and along the 45° angle at all selvage edge, "T" joints to minimize the potential for voids, blisters or open seams. Install subsequent courses as detailed above, carefully working each sheet into the laps without wrinkles or trapped air. Firmly hand press the sheet and complete the side lap by rolling with a weighted hand roller.

### 3.09 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

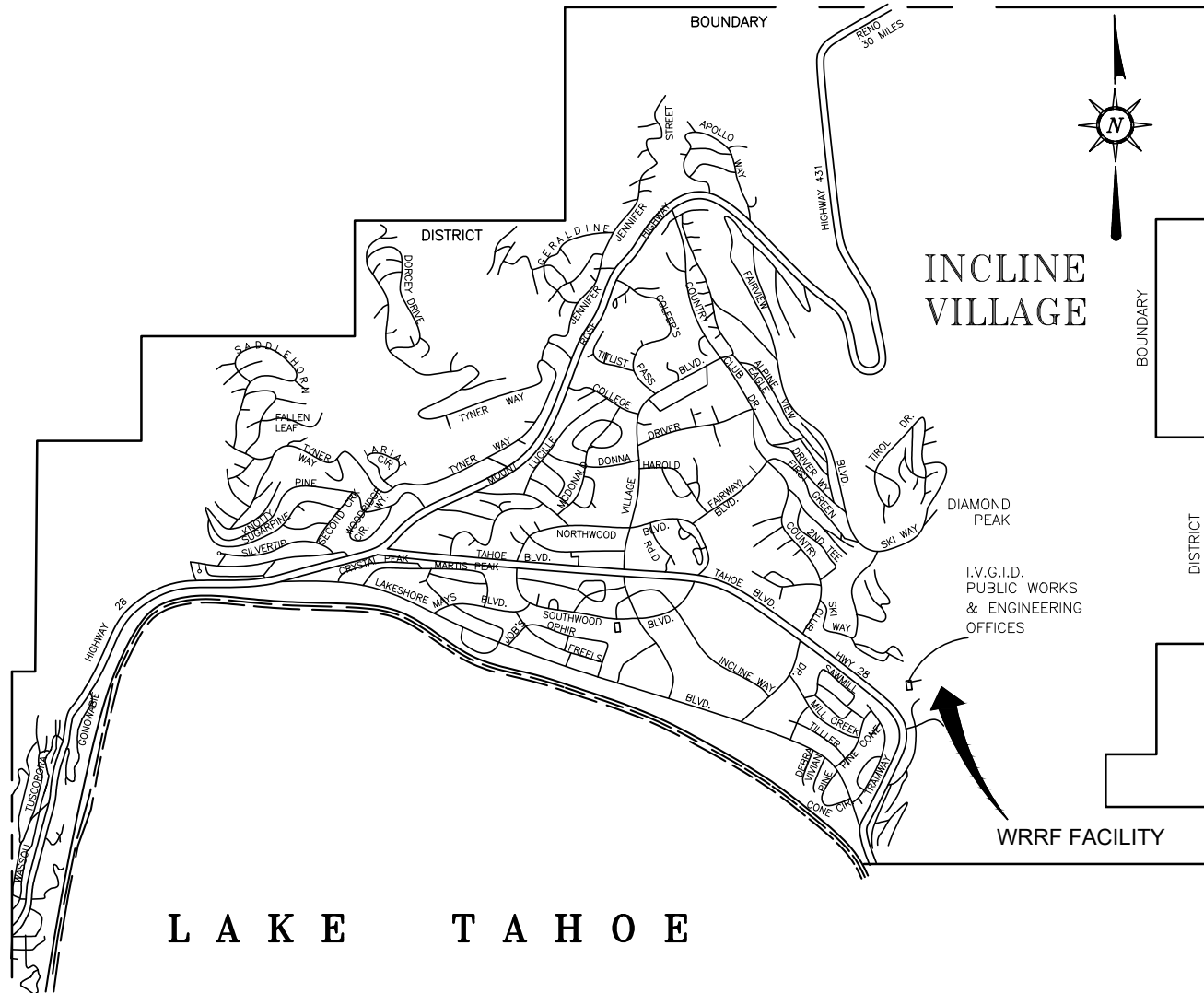
END OF SECTION

# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT WRRF ROOF REPLACEMENT

IVGID PROJECT #2599BD1105



1220 SWEETWATER RD.  
INCLINE VILLAGE,  
NV 89451  
P: 775.832.1203



IVGID TRUSTEES	
CHAIR	SARA SCHMITZ
VICE CHAIR	MATTHEW DENT
SECRETARY	MICHAELA TONKING
TREASURER	RAY TULLOCH
TRUSTEE	DAVE NOBLE

SHEET LIST	
SHEET #	DESCRIPTION
G1	COVER SHEET
C1	BASE BID
C2	BID ALTERNATE 1
C3	BID ALTERNATE 2
C4	BID ALTERNATE 3
D1	DETAIL SHEET

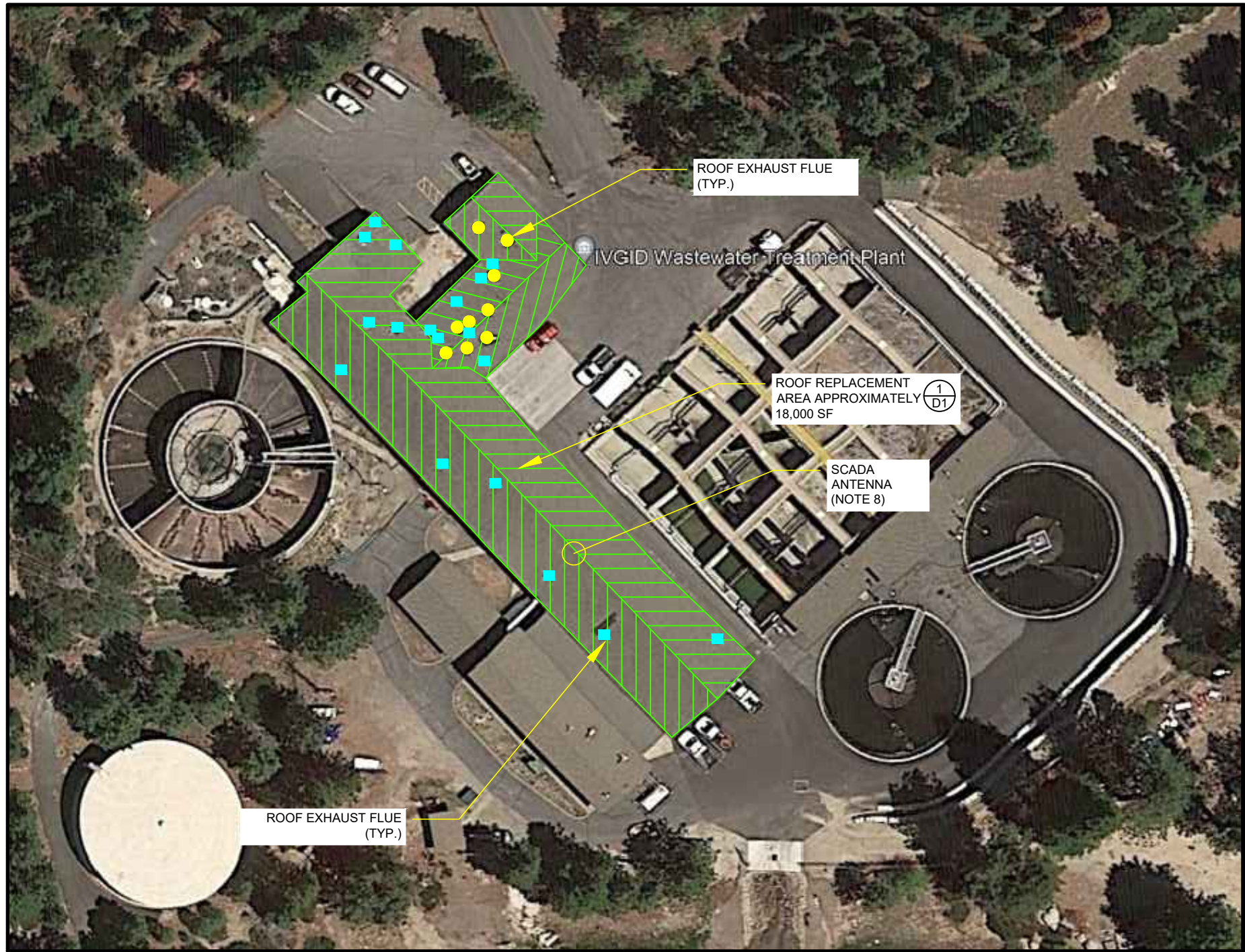
## WRRF ROOF REPLACEMENT

REVISION #	DATE	DESCRIPTION
A	3/24	ISSUED FOR BID

PROJECT # 2599BD1105
DATE JUNE 6, 2024
SHEET SCALE N.T.S
SHEET DESCRIPTION COVER SHEET
SHEET # G1; 1 OF 6

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PLAN VIEW  
N.T.S

NOTES:

1. CONTRACTOR TO REMOVE, DISPOSE OF AND REPLACE APPROXIMATELY 18,000 SF OF EXISTING ASPHALT SHINGLES
2. CONTRACTOR TO REMOVE AND REPLACE EXISTING ICE MELT SYSTEM AND ROOFING TO SUBSTRATE.
3. CONTRACTOR TO INSPECT ROOF SHEETING FOR DAMAGE AND STABILITY, NOTIFY IVGID IMMEDIATELY IF DAMAGE IS OBSERVED.
4. CONTRACTOR TO INSTALL ONE LAYER OF ICE AND WATER SHIELD UNDERLAYMENT ALONG WITH THE STANDARD MOISTURE BARRIER.
5. CONTRACTOR TO FLASH AND SEAL ALL PIPES AND FANS PROTRUDING FROM ROOF.
6. CONTRACTOR TO PROTECT IN PLACE ALL EXISTING ROOF GUTTER AND DRAINS.
7. ALL DEBRIS FROM ROOF REMOVAL TO BE HAULED OFF AND DISPOSED OF BY CONTRACTOR.
8. CONTRACTOR TO REMOVE AND RE-INSTALL EXISTING ANTENNA ON THE SAME DAY AND SHALL COORDINATE WITH IVGID OPERATIONS STAFF.
9. STAGING AREAS AND STORAGE OF EQUIPMENT AND MATERIALS TO BE COORDINATED WITH IVGID AND OTHER CONTRACTORS ACTIVELY WORKING AT THE TREATMENT PLANT.

LEGEND:

- ROOF AREA FOR REPLACEMENT
- EXHAUST FLUE (2/D1)
- ROOF EXHAUST FAN (3/D1)



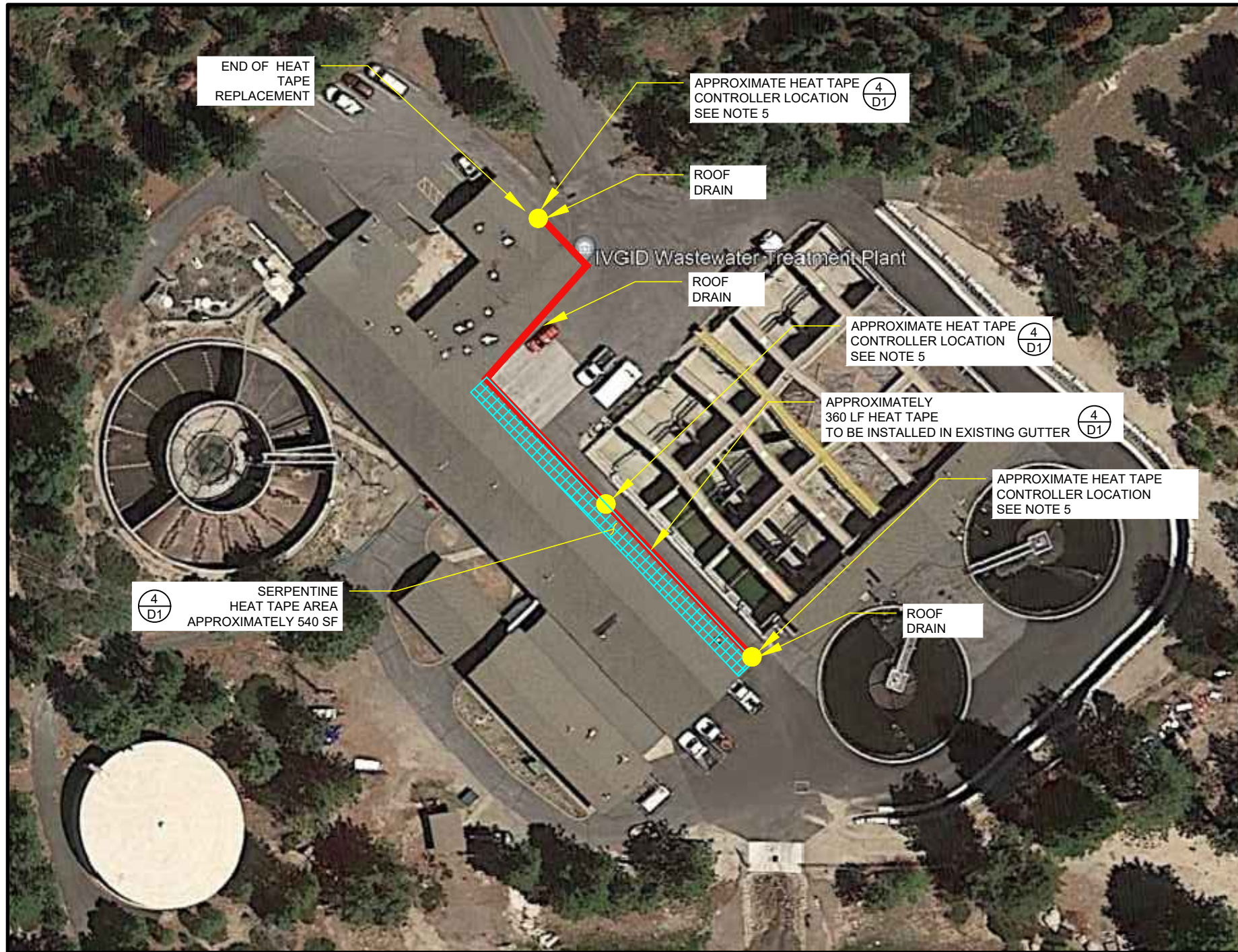
1220 SWEETWATER RD.  
INCLINE VILLAGE,  
NV 89451  
P: 775.832.1203

# WRRF ROOF REPLACEMENT

REVISION #	DATE	DESCRIPTION
A	3/24	ISSUED FOR BID

PROJECT #	2599BD1105
DATE	JUNE 6, 2024
SHEET SCALE	N.T.S
SHEET DESCRIPTION	BASE BID
SHEET #	C1; 2 OF 6

U:\Engineering\Projects\Current & Ongoing Projects\2024 WRRF Roof Replacement - Bid Rejected\1 - Design\XX% Design\PlanSet - Bid Rejected\1 - Design\XX% Design\PlanSet\_0212024\_RM.dwg



**PLAN VIEW**  
N.T.S

**NOTES:**

1. CONTRACTOR TO REMOVE, DISPOSE OF AND REPLACE EXISTING ICE MELT SYSTEM. CONTRACTOR TO PROTECT IN PLACE ALL ROOF GUTTER AND DRAINS.
2. HEAT TAPE CONTROLLERS TO BE INSTALLED BY CONTRACTOR.
3. HEAT TAPE TO BE CONNECTED TO THE HEAT TAPE CONTROLLERS BY CONTRACTOR.
4. ALL DEBRIS FROM EXISTING HEAT TAPE SYSTEM REMOVAL TO BE DISPOSED OF BY CONTRACTOR
5. FINAL ELECTRICAL CONNECTION BY OWNER.

**WRRF ROOF REPLACEMENT**

REVISION #	DATE	DESCRIPTION
A	3/24	ISSUED FOR BID

PROJECT #:  
2599BD1105

DATE:  
JUNE 6, 2024

SHEET SCALE:  
N.T.S




SHEET DESCRIPTION:  
BID ALTERNATE 1

SHEET #:  
C2; 3 OF 6

**MATERIAL NOTES:**

1. HEAT TAPE SYSTEM TO BE REPLACED WITH RAYCHEM ICESTOP SELF-REGULATING ROOF AND GUTTER DE-ICING HEATING CABLE, OR APPROVED EQUAL.
2. HEAT TAPE CONTROLLERS TO BE RAYCHEM APS-4C SNOW MELTING AND GUTTER DE-ICING CONTROLLER WITH GROUND-FAULT PROTECTION, OR APPROVED EQUAL.
3. HEAT TAPE SYSTEM SHALL BE PAIRED WITH RAYCHEM SNOW OWL AND GIT-1 SNOW AND ICE MELTING AERIAL SNOW SENSOR, OR APPROVED EQUAL.
4. HEAT TAPE AND CONTROLLERS TO BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.

**LEGEND:**

-  ICE MELT HEAT TAPE IN GUTTER (4/D1)
-  ICE MELT HEAT TAPE AREA ON ROOF (4/D1)
-  HEAT TAPE CONTROLLER AND SENSOR (4/D1)

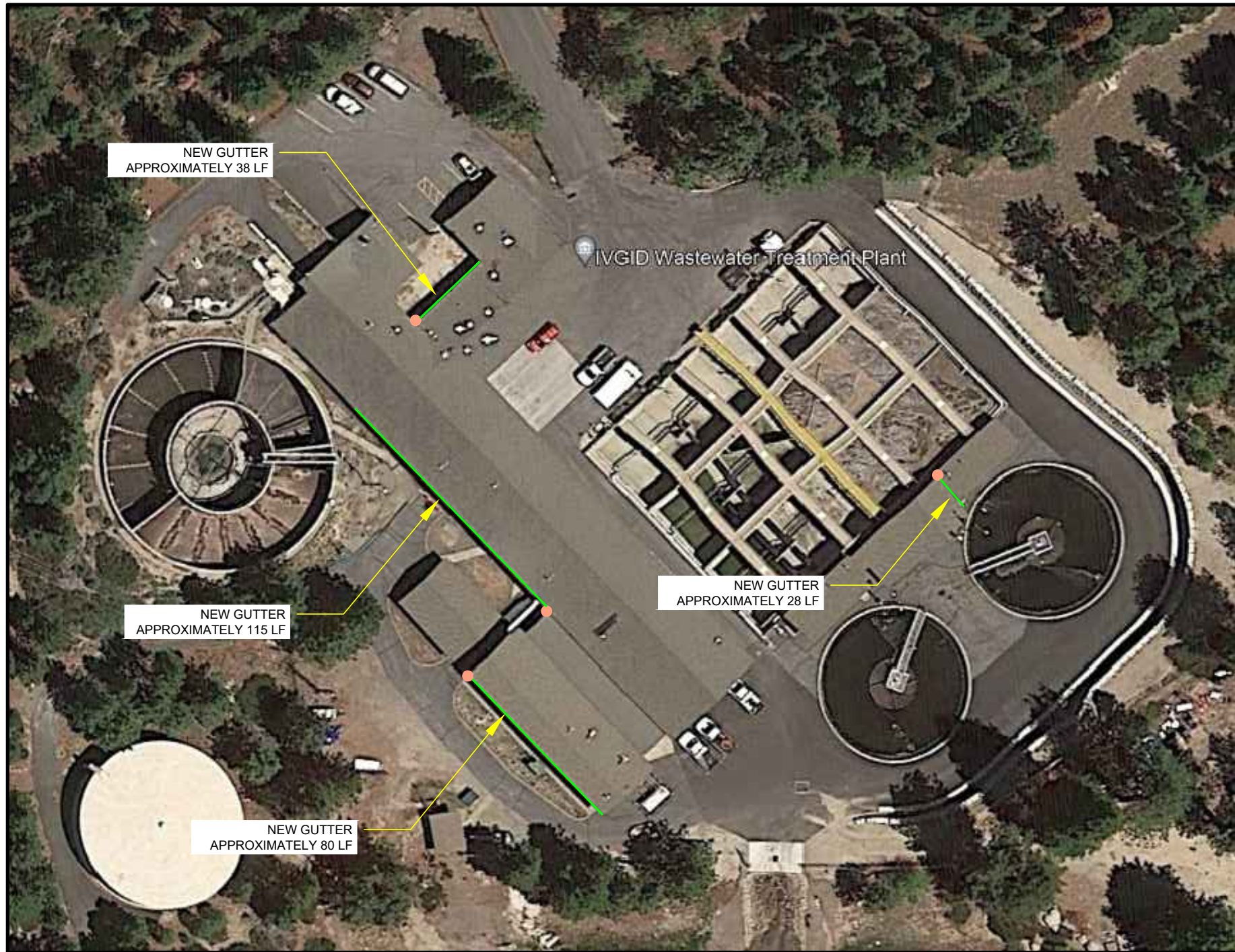
# WRRF ROOF REPLACEMENT

REVISION #	DATE	DESCRIPTION
A	3/24	ISSUED FOR BID

PROJECT #:	2599BD1105
DATE:	JUNE 6, 2024
SHEET SCALE:	N.T.S
SHEET DESCRIPTION:	BID ALTERNATE 2
SHEET #:	C3; 4 OF 6

**NOTES:**

1. CONTRACTOR TO INSTALL APPROXIMATELY 261 LF OF NEW GUTTER IN VARIOUS LOCATIONS AROUND THE FACILITY.
2. CONTRACTOR TO INSTALL DOWNSPOUTS FOR EACH SECTION OF NEW GUTTER INSTALLED.



**PLAN VIEW**  
 N.T.S

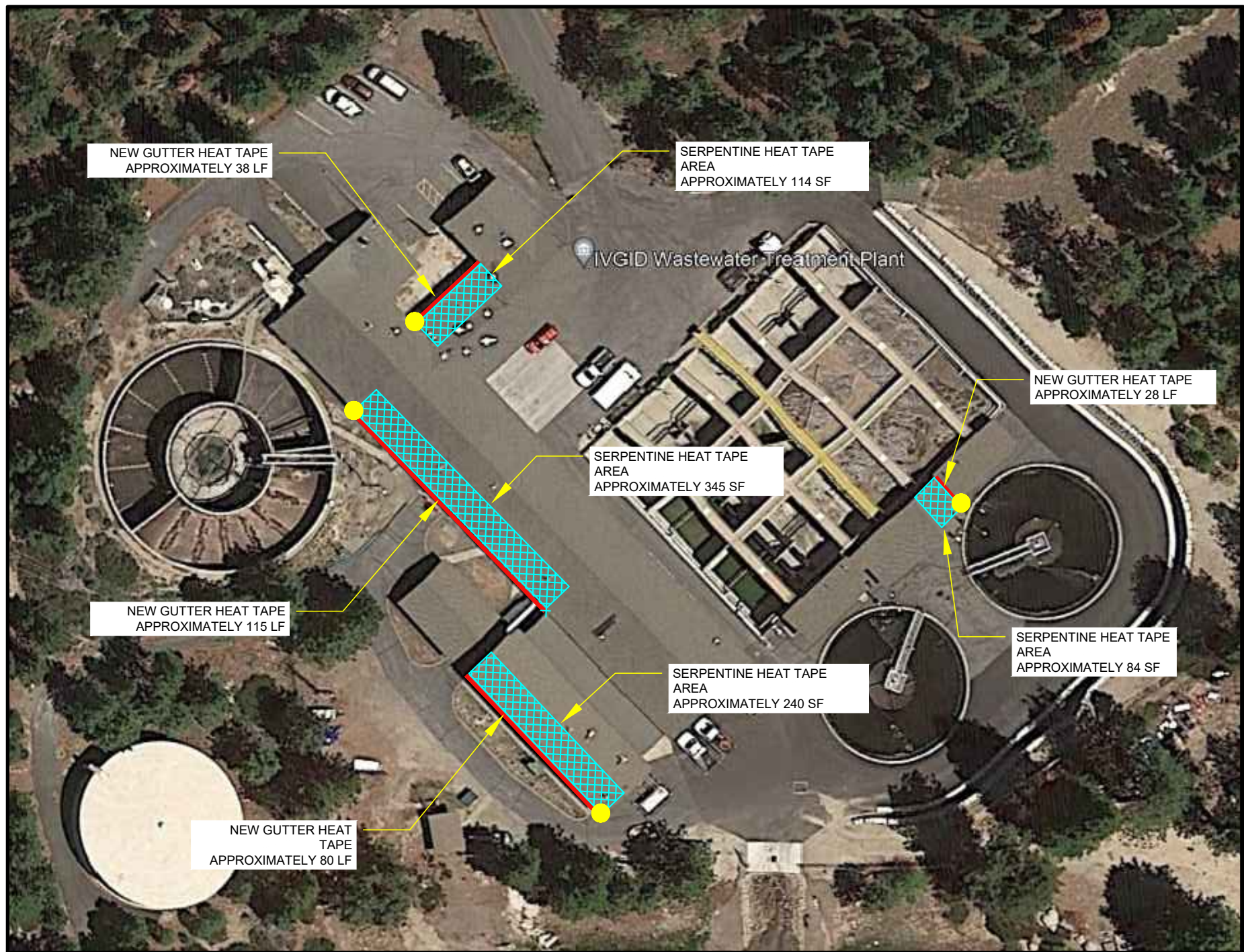
**LEGEND:**



NEW GUTTER TO BE INSTALLED (TYP.)



NEW DOWNSPOUT TO BE INSTALLED (TYP.)






**PLAN VIEW**  
N.T.S

**NOTES:**

1. CONTRACTOR TO INSTALL NEW HEAT TAPE IN THE NEW GUTTERS AND DOWNSPOUTS.
2. CONTRACTOR TO INSTALL SERPENTINE HEAT TAPE ALONG SECTIONS OF THE ROOF ABOVE NEWLY INSTALLED GUTTER AND DOWN SPOUTS.
3. HEAT TAPE CONTROLLERS TO BE INSTALLED BY CONTRACTOR.
4. HEAT TAPE TO BE CONNECTED TO THE HEAT TAPE CONTROLLERS BY CONTRACTOR.
5. ALL DEBRIS FROM EXISTING HEAT TAPE SYSTEM REMOVAL TO BE DISPOSED OF BY CONTRACTOR
6. FINAL ELECTRICAL CONNECTION BY OWNER.

**LEGEND:**

-  SERPENTINE HEAT TAPE AREA (4/D1)
-  GUTTER HEAT TAPE (4/D1)
-  HEAT TAPE CONTROLLER AND SENSOR (4/D1)

**WRRF ROOF REPLACEMENT**

REVISION #	DATE	DESCRIPTION
A	3/24	ISSUED FOR BID

PROJECT #:

2599BD1105

DATE

JUNE 6, 2024

SHEET SCALE

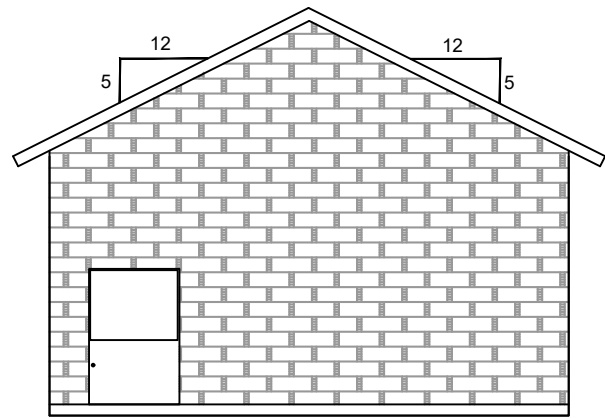
N.T.S

SHEET DESCRIPTION

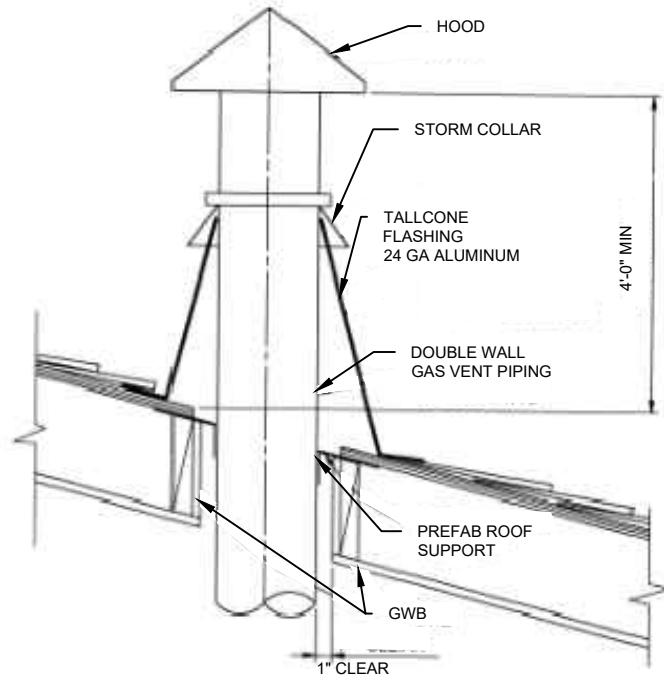
BID ALTERNATE 3

SHEET #

C4; 5 OF 6



NOTES:  
 1. PITCH OF THE ROOF APPROXIMATELY 12:5. CONTRACTOR TO VERIFY.

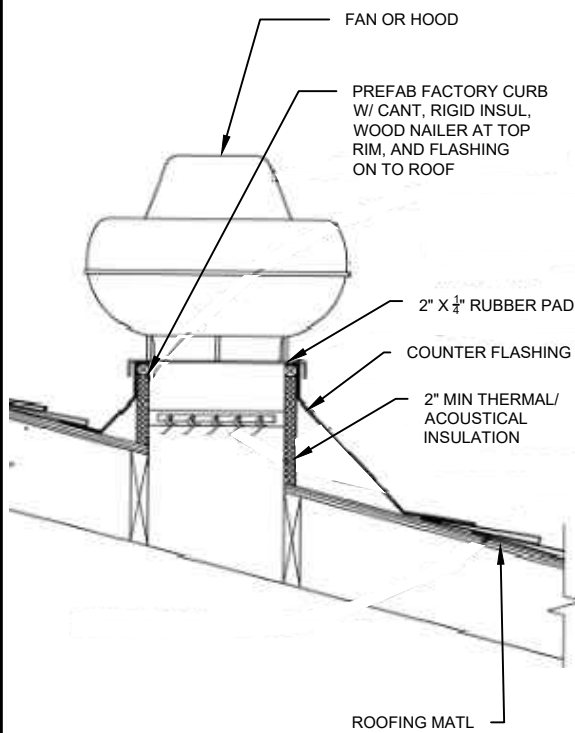


**GENERAL NOTES:**

1. ALL PERSONS OR ENTITIES PROVIDING SERVICES SHALL BE LICENSED IN THE JURISDICTION OF THE WORK, AS REQUIRED BY LAW. LICENSES SHALL REMAIN VALID THROUGHOUT THE PERIOD OF THEIR PERFORMANCE.
2. ALL WORK OF THE CONTRACTOR SHALL CONFORM TO THE APPLICABLE BUILDING CODES AND COMPLY WITH ALL THE GOVERNING LAWS, CODES, ORDINANCES, RULES, REGULATIONS AND REQUIREMENTS OF THE CITY, COUNTY, STATE AND FEDERAL JURISDICTIONS AND PRIVATE AGENCIES HAVING JURISDICTION OVER THE WORK. CONTRACTORS AND SUPPLIERS SHALL BE INDIVIDUALLY RESPONSIBLE THAT ANY ITEM, MATERIAL OR DEVICE PROVIDED OR INSTALLED IN THE WORK IS IN FULL COMPLIANCE WITH THE ABOVE.
- 2.1. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED INSPECTIONS AS REQUIRED TO SATISFY THE SCOPE OF THE BUILDING PERMIT ISSUED FOR THE WORK.
3. WHENEVER THE WORD "CONTRACTOR" IS USED IT SHALL MEAN THE GENERAL CONTRACTOR ALONG WITH ANY SUBCONTRACTOR, SUBSUBCONTRACTOR, OR SUPPLIER ENGAGED BY THE CONTRACTOR FOR CERTAIN PORTIONS OF THE WORK.
4. COMPLY WITH SPECIFIED STANDARDS AS MINIMUM QUALITY FOR THE WORK EXCEPT WHERE MORE STRINGENT TOLERANCES, CODES OR SPECIFIED REQUIREMENTS INDICATE HIGHER STANDARDS OR MORE PRECISE WORKMANSHIP
5. IF CONTRACTOR PERFORMS WORK KNOWING IT TO BE CONTRARY TO LAWS STATUES, ORDINANCES, BUILDING CODES, AND RULES AND REGULATIONS WITHOUT SUCH NOTICE TO OWNER, OR TO THE LOCAL INSPECTING JURISDICTION THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR SUCH WORK AND SHALL BEAR THE ATTRIBUTABLE COSTS FOR REPLACEMENT INCLUDING EXPOSING THE WORK FOR INSPECTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES REQUIRED TO SAFELY PERFORM THE WORK.
7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF THE WORK BETWEEN TRADES AND THE WORK OR INSTALLATION FOR EQUIPMENT SUPPLIED BY THE OWNER.
8. WORK SHALL BE PERFORMED BY PERSONS QUALIFIED IN THE SKILLS SPECIFIC TO THE TRADE IN ORDER TO PRODUCE WORKMANSHIP OF SPECIFIED QUALITY.
9. THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE CONTRACT DOCUMENTS PRIOR TO COMMENCEMENT OF THE WORK AND SHALL AT ONCE REPORT TO THE OWNER ANY ERROR, INCONSISTENCY OR OMISSION THAT MAY BE DISCOVERED.
10. PRIOR TO COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL CAREFULLY EXAMINE THE SITE OF THE WORK AND VERIFY EXISTING CONDITIONS, GRADE ELEVATIONS, UTILITIES, PROPERTY CORNERS, ETC. LOCATE ALL REFERENCE DATA FOR PROPERTY LINES AND GRADE ELEVATIONS AND PROTECT AGAINST THEIR DISLOCATION OR DESTRUCTION. ALL INCONSISTENCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER BEFORE PROCEEDING WITH THE WORK.
11. LOCATE AND LAYOUT BY INSTRUMENTATION AND SIMILAR APPROPRIATE MEANS, ELEVATIONS, LINES AND LEVELS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING, FITTING, OR PATCHING THAT MAY BE REQUIRED TO COMPLETE THE WORK. PROVIDE SOLID BACKING AND BLOCKING WHEN REQUIRED FOR PROPER FIT-UP OF FINISHED MATERIALS
13. SECURE PRODUCTS IN PLACE WITH POSITIVE ANCHORAGE DEVICES DESIGNED AND SIZED TO WITHSTAND STRESSES, VIBRATION, PHYSICAL DISTORTION, OR DISFIGUREMENT.
14. THE CONTRACTOR SHALL VERIFY ALL ROUGH-IN DIMENSIONS (HORIZONTAL AND VERTICAL) FOR ALL EQUIPMENT AND SHALL VERIFY WITH THE OWNER THE SIZE SHAPE AND UTILITY REQUIREMENTS OF EQUIPMENT, PROVIDED BY OTHERS.
15. DETAILS ARE INTENDED TO SHOW THE INTENT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT THE FIELD CONDITIONS OR DIMENSIONS AND SUCH MODIFICATIONS SHALL BE PERFORMED AS A PART OF THE WORK OF THE CONTRACT.
16. WITHIN 10 DAYS OF NOTICE TO PROCEED, SUBMIT TO THE OWNER FOR APPROVAL A SUBMITTAL SCHEDULE LISTING ALL SHOP DRAWING, SAMPLE, AND PRODUCT DATA SUBMITTAL DATES, REVIEW PERIODS, AND DATES OWNER'S REVIEWED SUBMITTALS WILL BE REQUIRED
17. PERFORM NO PORTION OF THE WORK REQUIRING SUBMITTAL AND REVIEW OF SHOP DRAWINGS, PRODUCT DATA, UNTIL THE RESPECTIVE SUBMITTAL HAS BEEN APPROVED BY OWNER. SUCH WORK WILL BE IN ACCORDANCE WITH APPROVED SUBMITTALS.
18. SUBMIT WRITTEN RFI (REQUEST FOR INFORMATION) TO OWNER FOR CLARIFICATION OF INTENT OF CONTRACT DOCUMENTS.
19. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
20. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH CAUSED BY THE CONTRACTORS' OPERATIONS UPON COMPLETION OF THE WORK AND BEFORE FINAL PAYMENT IS MADE: SATISFACTORILY DISPOSE OF ALL PLANT, BUILDINGS, RUBBISH, UNUSED MATERIALS, AND OTHER EQUIPMENT AND MATERIALS BELONGING TO CONTRACTOR OR USED IN THE PERFORMANCE OF THE WORK. LEAVE THE PREMISES AND WORK SITE IN A NEAT, CLEAN, AND SAFE CONDITION. EXECUTE FINAL CLEANING PRIOR TO FINAL PROJECT ASSESSMENT.

1 ROOF PITCH DETAIL

2 EXHAUST FLUE DETAIL



**HEAT TAPE NOTES:**

1. A SERPENTINE STRIP OF HEAT TAPE TO BE INSTALLED ALONG THE EDGE OF THE ROOF ABOVE THE GUTTER PER MANUFACTURER.
2. INSTALL INDEPENDENT STRIP OF HEAT TAPE IN THE GUTTER. ADDITIONAL HEAT TAPE TO BE INSTALLED DOWN FULL LENGTH OF EACH DOWNSPOUT.
3. HEAT TAPE SHALL BE RAYCHEM ICESTOP SELF-REGULATING HEATING CABLE OR APPROVED EQUAL
4. HEAT TAPE SHALL BE 120 VOLTS AND 12 WATTS PER FOOT.
5. HEAT TAPE SHALL BE CONNECTED TO APPROVED CONTROLLER.
6. HEAT TAPE SYSTEM POWER TO BE CONNECTED BY OTHERS.

3 ROOF EXHAUST FAN DETAIL

4 ICE MELT HEAT TAPE NOTES

5 GENERAL NOTES



GENERAL IMPROVEMENT DISTRICT  
 ONE DISTRICT ~ ONE TEAM  
 1220 SWEETWATER RD.  
 INCLINE VILLAGE,  
 NV 89451  
 P: 775.832.1203

**WRRF ROOF REPLACEMENT**

REVISION #	DATE	DESCRIPTION
A	3/24	ISSUED FOR BID

PROJECT #	2599BD1105
DATE	JUNE 6, 2024
SHEET SCALE	N.T.S
SHEET DESCRIPTION	DETAIL SHEET
SHEET #	D1; 6 OF 6



## **NORTH LAKE TAHOE FIRE PROTECTION DISTRICT**

866 Oriole Way – Incline Village, NV 89451-9439  
 (775) 831-0351 Fax (775) 831-2072 [www.nltfpd.net](http://www.nltfpd.net)  
**Ryan Sommers –Fire Chief**

### **Incline Village General Improvement District and North Lake Tahoe Fire Protection District 2024 Wildfire Mitigation Operating Plan**

Since 2004 the Incline Village General Improvement District (IVGID) and North Lake Tahoe Fire Protection District (NLTFPD) have partnered to provide the residents of our community with wildfire mitigation and forest management services. This partnership has resulted in healthy residual forest land surrounding our community that is more resilient to insects and disease and has a reduced risk of catastrophic wildfire.

The IVGID owned land above Hwy 28 and Hwy 431 which surrounds several neighborhoods makes up the land NLTFPD refers to as the Halo of Safety approximately 1,000 acres. All treatment units comprising the Halo of Safety have received wildfire fuels reduction treatments. The span of time which individual treatment units will require an additional wildfire fuels reduction treatment to maintain adequate wildfire mitigation varies between individual treatment units.

Each year NLTFPD selects treatment units in which to conduct wildfire fuels reduction operations on. The factors taken into consideration when selecting treatment units for wildfire fuels reduction operations each year include current wildfire fuel loading within the treatment unit, proximity to previous wildfire fuels reduction operations, and geographic and climate considerations such as prevailing local winds, and terrain which influence wildfire behavior. Careful consideration when selecting treatment units each year to perform wildfire fuels reduction operations ensures we are providing the community with the most impactful wildfire mitigation possible.

NLTFPD utilizes several wildfire fuels reduction methods to achieve wildfire mitigation objectives for our community. These methods of wildfire fuels reduction include hand thinning and piling, mechanical thinning, and prescribed burning. Along with reducing the threat of catastrophic wildfire NLTFPD seeks to improve and protect the following water quality, wildlife habitat, the scenic beauty of our community, and residual forest health. Wildfire fuels reduction methods for each treatment unit are selected by considering several factors which include what method will produce the most impactful wildfire mitigation, environmental considerations such as proximity to a stream, and benefit to residual forest health.

Hand thinning and piling is accomplished by using chainsaws to cut vegetation to be removed during wildfire fuels reduction operations and piled to be burnt during the winter months once it has cured for one year. NLTFPD strives to meet the objective of not allowing burn piles to remain unburnt for longer than one year plus a winter. Hand thinning is beneficial when the treatment unit is located within close proximity to a stream or has steep slopes which would prevent the use of machinery. Burn piles constructed during hand thinning operations will be constructed a minimum of 50 feet from a stream riparian zone, on steep slopes the distance will be increased to protect water quality. 2024 treatment units scheduled for hand thinning (see attached table and map) East First Creek 1 (EF1) 6.58 acres, East First Creek 2 (EF2) Hand Thinning Portion 7.91 acres, East First Creek 3 (EF3) Hand Thinning Portion 1.73 acres, East Second Creek 8 (ES8) 15.12 acres, East Second Creek 10 (ES10) 14.07 acres.

Mechanical thinning is accomplished by utilizing machinery to remove vegetation to achieve wildfire mitigation goals. Mechanical thinning can be used on slopes less than 50 percent to achieve wildfire mitigation objectives. 2024 treatment units scheduled for mechanical thinning (see attached table and map) East First Creek 2 (EF2) Mechanical Thinning Portion 9.25 acres, East First Creek 3 (EF3) 4.84 acres, Mechanical Thinning Portion West Second Creek 1 (WS1) 8.03 acres, Apollo 6 (A6) 11.4 acres.

Prescribed understory burning is a wildfire fuels reduction treatment that is utilized to mimic the effects of historical low intensity wildfire. The forests in our community have evolved with naturally occurring low intensity wildfire. Prescribed understory burning is the most impactful and cost-effective means of reducing wildfire fuel loading in our forests. The limitations of prescribed understory burning is the very narrow window for the appropriate weather and fuel moisture conditions needed to accomplish this treatment safely and effectively while being able to have adequate smoke dispersal. 2024 treatment units available for potential understory burning (Weather Dependent) Jennifer 1 (J1) 13.64 acres, Jennifer 2 (J2) 17.83 acres, Jennifer 3 (J3) 25.79 acres, Jennifer 4 (J4) 17.47 acres, Jennifer 5 (J5) 24.37 acres, West Wood Creek 3 (WW3) 14.64 acres, West Wood Creek 4 (WW4) 22.62 acres, West Wood Creek 7 (WW7) 11.1 acres.

In addition to the aforementioned projects NLTFPD will address the following items:

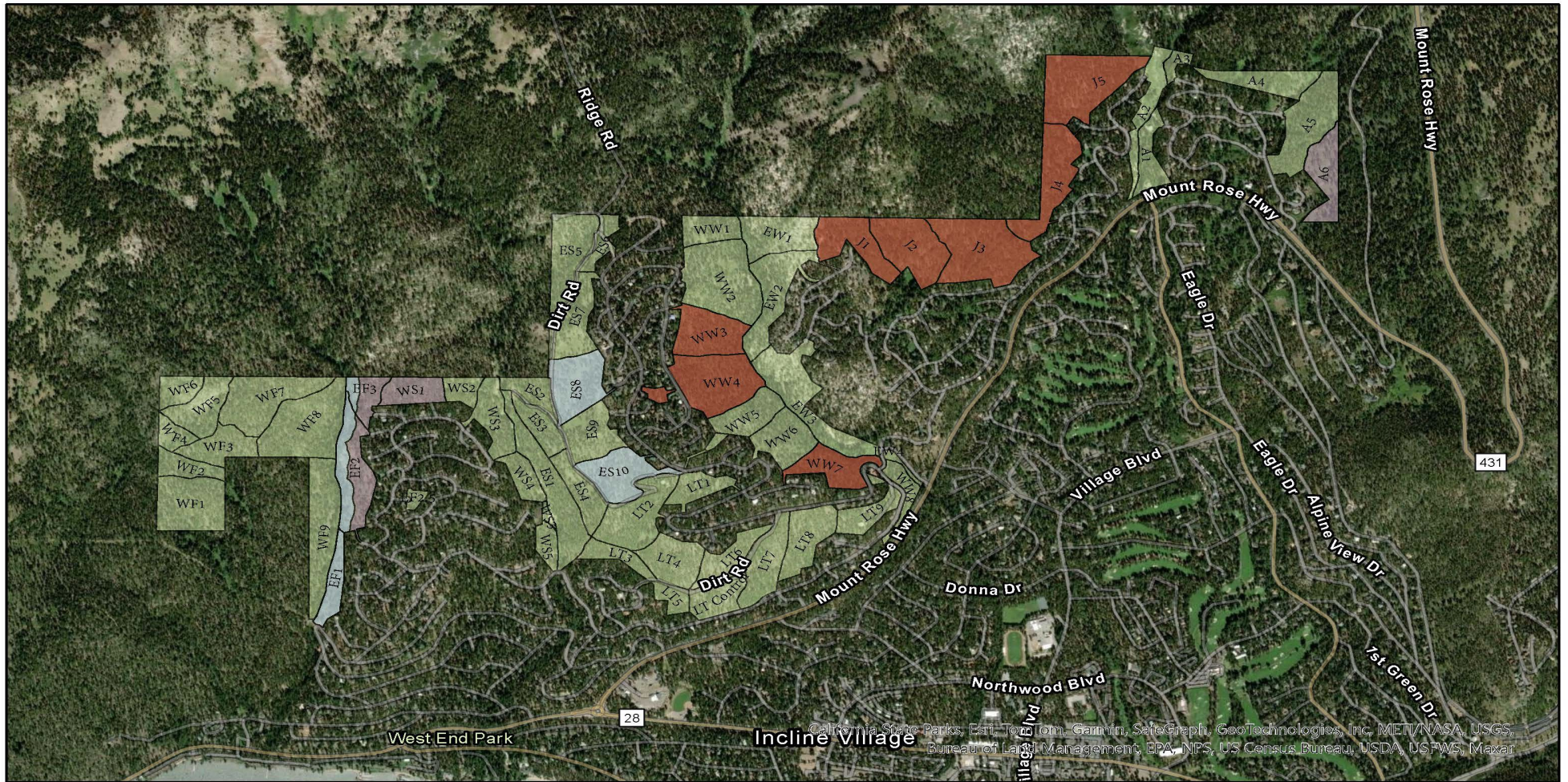
- Continue to address hazard trees/fuels around IVGID infrastructure
- Continue to address hazardous trees/fuels on IVGID land that may be affecting community members private lands/infrastructure
- Continue to respond to requests of work from IVGID staff
- Will be putting in nominations for WSFM and LSR Grants in the Fall of 2024
  - East/West Second Creek Planning areas (WSFM)
  - Apollo Planning area (LSR)
- Will be putting in nomination for SNPLMA RND 21 in winter of 25/26
  - Continue improvement/maintenance efforts throughout Incline Village and Crystal Bay
- Due to change in TRPA's equipment slope requirements, we will be utilizing a masticator (like BurnBot) to increase the pace and scale of treatments
- Will continue to entertain additional grant opportunities as they arise and meet our objectives/goals
- Continue our partnerships with the Forest Service, State of Nevada, Washoe County, private landowners, HOAs and utility company to increase the holistic approach of hazardous fuels management within and adjacent to our communities
  - This is important to maintain as fire knows no boundaries

This plan is subject to change based on fuel conditions within our jurisdiction, and to address the highest risk areas to our community as the situation evolves.



## 2024 IVGID Wildfire Fuels Mitigation Operations

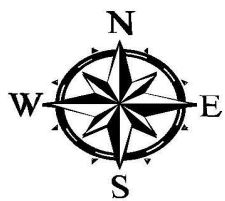
Treatment Unit	ACRES	TREATMENT STATUS (Date Completed)					CREW / CONTRACTOR
		<i>Hand Thin</i>	<i>Chipped</i>	<i>Piled</i>	<i>Pile Burned</i>	<i>Rx Understory Burn</i>	
<b>2024 Hand Thinning Operations</b>							
East First Creek 1 (EF1)	6.58						
East First Creek 2 (EF2) Hand Thinning Portion	7.91						
East First Creek 3 (EF3) Hand Thinning Portion	1.73						
East Second Creek 8 (ES8)	15.12						
East Second Creek 10 (ES10)	14.07						
<b>Total Acres</b>	<b>45.41</b>						
<b>2024 Mechanical Thinning Operations</b>							
East First Creek 2 (EF2) Mechanical Thinning Portion	9.25	5/3/2024					BurnBot Inc.
East First Creek 3 (EF3) Mechanical Thinning Portion	4.84	5/3/2024					BurnBot Inc.
West Second Creek 1 (WS1)	8.03	5/3/2024					BurnBot Inc.
Apollo 6 (A6)	11.4						
<b>Total Acres</b>	<b>33.52</b>						
<b>2024 Potential Understory Burning (Weather Dependent)</b>							
Jennifer 1 (J1)	13.64						
Jennifer 2 (J2)	17.83						
Jennifer 3 (J3)	25.79						
Jennifer 4 (J4)	17.47						
Jennifer 5 (J5)	24.37						
West Wood Creek 3 (WW3)	14.64						
West Wood Creek 4 (WW4)	22.62						
West Wood Creek 7 (WW7)	11.1						
<b>Total Acres</b>	<b>147.46</b>						

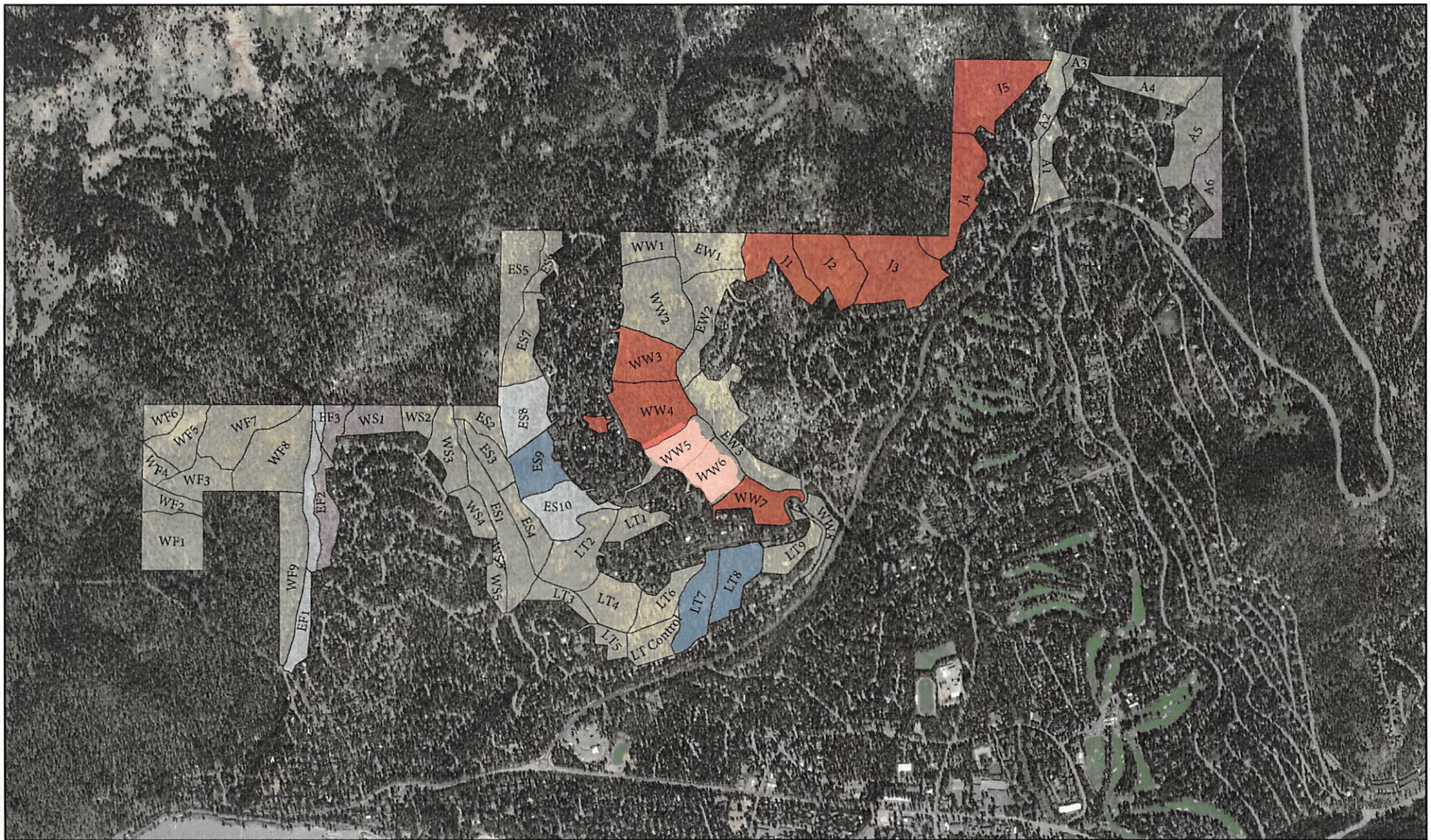


**Incline Village General Improvement 2024 Wildfire Mitigation Operations**

**2024 Planned Wildfire Mitigation Operations**

- 2024 Hand Thinning 45.41 Acres
- 2024 Mechanical Thinning 33.52 Acres
- 2024 Potential Understory Burning (Weather Dependent)
- Incline Village General Improvement District Halo of Safety





### Incline Village General Improvement District 2023 Completed Wildfire Mitigation Operations and 2024 Planned Wildfire Mitigation Operations

2024 Planned Wildfire Mitigation Operations      2023 Completed Wildfire Mitigation Operations

- 2024 Hand Thinning 45.41 Acres
- 2024 Mechanical Thinning 33.52 Acres
- 2024 Potential Understory Burning (Weather Dependent)
- 2023 Hand Thinning 37.89 Acres
- 2023 Understory Burning 19.8 Acres





Incline Village General Improvement District  
Attn: Brad Underwood, Director of Public Works

August 2, 2021

Dear Brad,

Please accept this letter as acknowledgement that the 2004 Cooperative Agreement between the North Lake Tahoe Fire Protection District (NLTFPD) and the Incline Village General Improvement District for defensible space services on IVGID lands, continues to be in effect as of the above date.

The NLTFPD Staff and Board appreciate this partnership as does the communities of Incline Village and Crystal Bay. We acknowledge that the amount spent has increased to up to two hundred thousand dollars (\$200,000) each year.

If at any time you wish for the NLTFPD team to present to the IVGID Board of Trustees, please do not hesitate to let us know and we can certainly do so at a mutually acceptable date and time.

Respectfully,

Ryan Sommers  
Fire Chief

**North Lake Tahoe  
Fire Protection  
District**

866 Oriole Way  
Incline Village, NV  
89451

775/831-0351  
Fax 775/831-2072  
[www.nltfpd.net](http://www.nltfpd.net)

Ryan Sommers  
Fire Chief

COOPERATIVE AGREEMENT BETWEEN THE  
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT AND THE  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

THIS COOPERATIVE AGREEMENT made this 9<sup>th</sup> day of June, 2004, is entered into pursuant to the provisions of Chapter 277 of Nevada Revised Statutes, by and between the North Lake Tahoe Fire Protection District, ("NLTFPD"), a Nevada political subdivision, and the Incline Village General Improvement District ("IVGID"), a Nevada political subdivision, as follows:

W I T N E S S E T H

Whereas, both NLTFPD and IVGID encompass the same territory and serve the same Customers and share the same concerns regarding prevention of a major forest fire and the preservation of a healthy environment, and;

Whereas, NLTFPD maintains a seasonal handcrew and all necessary equipment to perform prescription burning and wildland fuel reduction tasks within and adjacent to both Districts, and has cooperated with IVGID in the past and performed wildland fuel reduction work on public property under IVGID's control; and

Whereas this Cooperative Agreement between these two agencies is intended to more clearly define the responsibilities, scope, and methods of reimbursement.

NOW, THEREFORE, for valuable consideration, including the covenants contained herein, the parties agree as follows:

1. NLTFPD agrees to perform wildland fuels treatment work on public property owned by IVGID under the direction of its public works director and/or his/her designee. IVGID agrees to pay NLTFPD up to \$25,000 during the NLTFPD/IVGID fiscal year 2004/2005 or the total amount of direct costs expended by NLTFPD for the implementation of the Annual Plan, not including personnel expenses for regular year-round NLTFPD personnel, whichever is less

for the first year of this agreement..

2. Thereafter, NLTFPD agrees to furnish IVGID Public Works Director and/or his/her designee an Annual Plan by April each year that specifies the area to be worked on, the types of work to be performed, an estimate of acreage for each project, a timetable, a man-hour estimate, and a projected cost total. A summary report will be presented to the IVGID Board. The approved budget for the next succeeding year will be acted upon by the IVGID Board at that time. IVGID shall be responsible only for such costs and other matters as it has approved in writing, including written approval of the Annual Plan.

3. NLTFPD agrees to furnish copies of all documentation, information, and permits related to the work performed.

4. The cost of preparation of the prescription burn plan shall be borne by NLTFPD.

5. Billing will be submitted at the end of each burn season accompanied by the proper documentation and, if accepted, shall be paid thirty (30) days from receipt. Costs for other suppression personnel and equipment shall be borne by NLTFPD.

6. NLTFPD further agrees to be responsible for the supervision of the handcrew and equipment, as well as all costs of employment. NLTFPD will cover their personnel and equipment through their insurance carriers during all activities. NLTFPD will process all claims of damage to property or injuries.

7. This Agreement will become effective on the date of approval by both Districts, and will remain in effect until such time that it is cancelled. Both Districts will have an opportunity to review the progress of such Agreement and, if necessary, mutually agree to renew, continue, amend, or dissolve such Agreement.

8. At any time during this Agreement, NLTFPD or IVGID may cancel this

Agreement, provided that the District wishing to cancel the Agreement gives the other District thirty (30) days written notice.

9. NLTFPD and IVGID shall each procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

10. IVGID shall provide access to IVGID properties to the NLTFPD seasonal handcrews, equipment, and supervising personnel for the purposes addressed herein.

11. All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by binding arbitration, in accordance with the Arbitration Rules of the American Arbitration Association (AAA). Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association (AAA). The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The prevailing party under the dispute shall be entitled to reasonable attorney's fees together with other reasonable costs.

12. IVGID agrees to defend, indemnify and hold NLTFPD and each of its officers, employees, agents and representatives from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this agreement to the extent such claims, damage, liability or costs are caused by IVGID's negligent acts, errors or omissions or by

The negligent acts, errors or omissions of IVGID's agents, or anyone acting on behalf of or at the direction of IVGID.

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

13. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of the Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.
14. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
15. One or more waivers by either party of any provision, term, condition, covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
16. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.



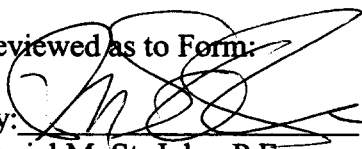
17. This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations for understandings, conditions,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

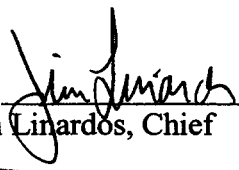
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT

NORTH LAKE TAHOE FIRE  
PROTECTION DISTRICT

Reviewed as to Form:

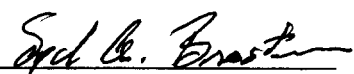
By:   
Daniel M. St. John, P.E.  
AGM, Public Works

By:   
Jim Linardos, Chief

By:   
Brooks & Shaw, Ltd  
General Counsel

By:   
D.G. Menchetti, Ltd  
General Counsel

Agreed to:

By:   
Syd Brosten, Chairman  
Board of Trustees

By:   
Bob Wolf, Secretary

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Bobby Magee, General Manager**FROM:** Adam Cripps, Assistant Director of Finance**SUBJECT:** Approval of the District's Form NVTC-LGF-10 (Formerly 4410LGF) Indebtedness Report, as of June 30, 2024, for filing with the Nevada Department of Taxation, the Washoe County Clerk, and Washoe County Debt Management Commission.

Approval of the District's Form NVTC-LGF-11 (Formerly 4411LGF) - Five-Year Capital Improvement Plan, to include the IVGID-prepared Five Year Capital Plan Summary for fiscal years 2024-25 through 2028-29, for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau.

**DATE:** June 26, 2024**I. RECOMMENDATIONS**

That the Board of Trustees make a motion to:

1. Approve the District's Form NVTC-LGF-10 - Indebtedness Report, as of June 30, 2024, and direct Staff to file the documents with the State of Nevada Department of Taxation, Washoe County Clerk and Washoe County Debt Management Commission by August 1, 2024.

That the Board of Trustees make a motion to:

2. Approve the District's Form NVTC-LGF-11 - Five Year Capital Improvement Plan, as of July 1, 2024, the related IVGID-prepared Five Year Capital Plan Summary for the fiscal years starting July 1, 2024 for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau by August 1, 2024.

**II. DISTRICT STRATEGIC PLAN**

This action supports Long Range Principle #2, Finance; *"The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial polices for operating budgets, fund balances, capital improvement and debt management."*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

### **III. BACKGROUND**

#### Overview

The recommended action is to approve and direct staff to file the reports, which are an annual filing pursuant to the requirements of NRS 350.013. The required reports and related forms, LGF-F010 and LGF-F011, (formerly 4410LGF and 4411LGF) are due to the State Department of Taxation on or before August 1<sup>st</sup> of each year. The filing is also made with the Washoe County Clerk to allow any disclosures to be shared with the Washoe County Debt Commission. The Legislative Counsel Bureau receives information related to capital budgeting and multi-year plans (Form LGF-F011). The Nevada Department of Taxation, Division of Local Government Finance, has formalized the form sets and included individual filing instructions for each form. As such, separate Board motions are recommended for each form submission.

#### Form LGF-F010 - Indebtedness Report

The Nevada Department of Taxation, Local Government Finance, has prescribed annual filing of Form LGF-F010 (formerly 4410LGF), the Indebtedness Report. The Indebtedness Report provides the District's response to specific sections of the Nevada Revised Statutes (NRS) 350.013 related to municipal obligations and required filings with respective County Debt Management Commissions.

The report also requires inclusion of a statement of the District's Debt Management Policy to the extent that the policy has been updated, or if any additional new debt was incurred during the reporting fiscal year. The debt management policy referenced in the Form LGF-F010 - Indebtedness Report was last updated to reflect the Board Policy and Practice changes approved May 18, 2016. No policy changes have been made since that date.

As of the fiscal year ending June 30, 2024, the District has outstanding debt totaling \$6,416,513 including \$1,824,012 of general obligation bond debt, \$4,592,501 in outstanding debt (revenue-pledged loan contracts) with the State of Nevada Revolving Fund. During the fiscal year ended June 30, 2023, SRF Water Pollution (C32-0204) loan. In addition, a new State Revolving Fund loan (CW-2303) was secured, in the amount of \$15,760,000; however, only an initial draw of \$82,500 was taken during the fiscal year and is included in this report. Additionally a State Revolving Fund Loan (CW- 2402) was secured for the amount of \$ 36,371,700, only an initial draw of \$55,000 was taken during fiscal year 2023-24.

The District presently has a statutory debt limit of \$1,225,002,515 based on the final 2023-24 Redbook Assessed Valuation of \$2,450,005,030. Of this statutory

debt limit, the District’s overall debt as of June 30, 2024 results in \$1,218,586,002 (99.5%) of remaining statutory debt limit.

Notwithstanding this statutory debt limit, the District has established its own internal debt limit through Board Policy 14.1.0 (Debt Management and Limits) and related Board Practice 14.2.1 (Debt Issuance Limitations). The District’s internal limitation is generally based on maintaining a debt coverage ratio over the term of an issue that reflects affordability relative to District’s net operating revenues.

The internal limit set through Board Practice 14.2.1 establishes minimum debt service coverage ratio of 1.75 x coverage for “utility” (water and sewer) related debt service, and 1.5 x coverage for “non-utility” debt service. The Practice further states that while it is acceptable for this standard to be met, on average, over the life of the debt issue, the coverage ration should not fall below 1.0 in any one year.

For fiscal year 2024-25 the Final Budget (per Form 4404LGF) provides for the following debt coverage ratios, as computed pursuant to Board Practice 14.2.1:

	<u>FY2024/25 Budget</u>	<u>Policy Level</u>	<u>Minimum Level</u>
Community Services Fund	n/a	1.50	1.0
Beach Fund	n/a	1.50	1.0
Utility Fund	3.1	1.75	1.0

All of the District’s major funds currently maintain debt coverage ratios well in excess of the internal debt ratios established by Board policy

Form LGF-F011 – Five-Year Capital Plan

A companion filing to the Form LGF-F010 - Indebtedness Report is the required reporting related to the District’s Five-Year Capital Improvement Plan as of July 1, 2024.

The Five-Year Capital Plan is formally updated through the annual budget process. The resulting update capital plan for Year 1 is, in turn, incorporated into the Board’s actions approving the annual Final fiscal year budget, effective July 1<sup>st</sup>.

As discussed throughout the budget development process, the Five-Year Capital Plan includes one or more projects that may be financed through future debt obligations. These include various Diamond Peak improvements (Snowflake Lodge, Ski Way, etc.) and potentially, priority Beach improvement projects (Incline Beach House).

Significantly, approval of the capital plan documents to be filed with Forms LGF-F010 and LGF-F011 does not commit the District, nor does it represent Board authorization for projects beyond those included and funded as part of the FY2024-25 approved budget, as adopted by the Board of Trustees on May 31, 2024.

## **VI. FINANCIAL IMPACT AND BUDGET**

This memorandum discusses required filings related to the District's debt obligations as of June 30, 2024 and the District's Five-Year Capital Plan as of July 1, 2024. As the information provided in these documents is consistent with FY2024-25 adopted budget, there is no direct fiscal or budget implication related to the Board action requested with this item. The reports include additional disclosures related to planned debt for the next five years as well as individual bond/debt amortization schedules, as required by the form set.

The Executive Summary of the Indebtedness Report is to serve notice if any bond issues are contemplated for the immediate succeeding fiscal year. The District has identified possible debt financing as potential sources for projects occurring after June 30, 2024, and has made this distinction in the Executive Summary that no general obligation bond issues are currently contemplated for the fiscal year ending June 30, 2025.

The Indebtedness Report for the Nevada Department of Taxation, Local Government Finance, prescribes required disclosure of the Five Year Capital Improvement Plan on Form LGF-F011 is supported by the IVGID-prepared Capital Project Summary reviewed with the Board of Trustees leading up to the approval of the Final Budget on May 31<sup>st</sup>, 2024. The report approved for the purposes of filing the Form LGF-F011 relates to the entire project list for five years beginning with 2024-25.

Form LGF-F011 as of July 1, 2024, includes the District's Five Year Capital Plan totaling \$110,071,912.

## **V. ALTERNATIVES**

The Board of Trustees can modify either Form LGF-F010 or Form LGF-F011 and the related Indebtedness Report; however, the District's filing of these forms must occur with the State of Nevada and the Washoe County Clerk by August 1<sup>st</sup>.

## **VII. COMMENTS**

It should be noted the Five Year Capital Improvement Plan is only a plan, and as such no action or authority to act, especially beyond June 30, 2024, is implied with approval of Form LGF-F010, Form LGF-F011 or companion summaries and schedules.

Staff also anticipates a review of the District's Debt Policy and Practices over the course of the current fiscal year in conjunction with ongoing review and

implementation of the District's Five-Year Capital Plan, and specifically, consideration of possible debt financing to support priority capital projects

### **VIII. BUSINESS IMPACT**

This item is not a “rule” within the meaning of NRS, Chapter 237, and does not require a Business Impact Statement.

#### Attachments:

- IVGID Indebtedness Report for the Fiscal Year June 30, 2024
- Form NVTC-LGF-10 – With Debt Schedules
- Form NVTC-LGF-11 (2 pages)
- IVGID Five-Year Capital Improvement Plan Summary – As of 7/1/24
- FY2024-25 Capital Improvement Projects Budget (3 pages)

*Provided for reference only* – will not be included in the report submitted to any of the agencies listed

- Board Policy 14.1.0 – Debt Management
- Board Practice 14.2.0 – Debt Service Payment Settlement
- Board Practice 14.2.1 – Debt Issuance Limitation

**Incline Village General  
Improvement District,  
Incline Village, Nevada**

**Indebtedness Report  
For the Fiscal Year June 30, 2024**

*To be Filed with State of Nevada Department of  
Taxation, Washoe County Clerk & Debt Management  
Commission By August 1st, 2024*



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     General Obligation Revenue Bonds Recreation  
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    Medium-Term Obligation  
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    State of Nevada Revolving Funds (Loan Contracts with  
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     State of Nevada Form 4410LGF Indebtedness Report  
     with Appendix Debt Service Schedules 1 to 6 ..... Attached

    State of Nevada Form 4411LGF Reporting Five-Year Capital  
     Improvement Plan (CIP), with 5 Year Project Summary and  
     Capital Improvement Projects Carry Over Schedule ..... Attached

    Reconciliation of Five-Year CIP, Carry Over Schedule, and  
     Form 4411LGF ..... Attached



IVGID Indebtedness Report - Overview

Nevada Revised Statutes (NRS) require certain content as a part of the District's Indebtedness Report on Debt Management. These include:

**Affordability of Existing, Authorized and Proposed General Obligation Debt**

- *NRS 350.013 1.(c)(1) A discussion of its ability to afford existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;*
- *NRS 350.013 1.(c)(6) A discussion of its sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt.*

**General Obligation Debt Limit Statutory Reference**

- *NRS 350.013 1.(c)(2) A discussion of its capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit.*

**General Obligation Debt Comparisons**

- *NRS 350.013 1.(c)(3) A discussion of its general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this state.*
- *NRS 350.013 1.(c)(4) A discussion of its general obligation debt that is payable from property taxes as a percentage of assessed valuation of all property within the boundaries of the municipality.*

---

**Affording the District's Existing General Obligation Bond Indebtedness**

The use of proceeds from the District's bonded indebtedness has been for recreation and utility service infrastructure. Prior to adopting plans to acquire this infrastructure the District studied and developed a plan for identified revenue sources to be used for the repayment of the bond principal and interest. Examples of these sources include an element of water and sewer user fees that are specifically stated for capital expenditure, including debt service, used to acquire such assets. The Recreation and Beach Facility Fee charged to the individual benefited parcels includes elements for capital items and related debt service.

None of the currently outstanding bond issues use a tax levied on the assessed valuation of property in the District to meet debt service requirements. Each issue has been or will be repaid from the identified resources developed from user fees

or the Recreation and Beach Facility Fee (which is an availability of service charge as defined under NRS 318.197) and is collected on specified parcels within the District's boundaries as allowed under NRS 318.201.

Sources Available to Pay Existing, Authorized Future and Proposed General Obligation Bond Indebtedness

The District's annual operating budget process considers the use of resources in an order of priority. User fees and the Recreation and Beach Facility Fee are set at levels to assure the proper coverage of debt service requirements from each activity for its related bond(s). The capital improvement charges, which are a part of utility rates, are adopted by ordinance and are established in a process that allows public notice and input, before setting a schedule for the coming year and forward. The District's elected Board of Trustees adopts utility rates through an ordinance amendment. The Recreation and Beach Facility Fee is set each year and includes a matter of public notice and hearing before adoption in connection with the fiscal operating budget.

The assumptions for rate of collection have proven to be at adequate levels so that amounts realized are sufficient to meet intended needs including debt service requirements.

The 5-Year Capital Project Summary for the period July 1, 2024 through June 30, 2029 includes projects that may be financed, in part, through a future general obligation bond issue or other debt. The Board of Trustees continues to discuss the possibility of issuing new debt for selected priority projects, including Ski Way and Diamond Peak Parking Lot Reconstruction, renovation of Snowflake Lodge and renovation of the Incline Beach House through issuance of general obligation bonds.

The projects that are potentially to be supported by new debt are contemplated within the five-year planning horizon, but have not yet been formally approved or scheduled. Any potential bond issue currently contemplated would not significantly affect the District's Debt Limit.

General Obligation Debt Limit

State statutes limit the amount of indebtedness to no more than 50% of the District's total assessed valuation. The District presently has a statutory debt limit of \$1,225,002,515, based on the final 2023-24 Redbook Assessed Valuation of \$2,450,005,030. Of this statutory debt limit, the District's overall debt as of June 30, 2024 results in \$1,218,586,002 (99.5%) of remaining statutory debt limit.

General Obligation Debt Comparisons

The District's general obligation bonds are issued pursuant to NRS Chapter 350 and Chapter 318. The District's general obligation bonds constitute direct and general obligations of the District and the full faith and credit of the District is pledged to the payment of the principal and interest, subject to Nevada constitutional and statutory limitations on the aggregate amount of property taxes. The bonds are payable from the general property taxes on all taxable property in the District. The bonds are secured by certain pledged revenues.

The general obligation bonds are payable by the District from any source legally available; at the times such payments are due, including the General Fund of the District. In the event, however, that such legally available sources of funds, including net pledged revenues, are insufficient, the District is obligated to levy a general tax on all taxable property within the District for payment of the general obligation bonds, subject to the limitations provided in the constitution and the statutes of the State of Nevada (the State).

In any year in which the total property taxes levied within the District by all applicable taxing units (e.g., the State, the County, the District, the school district, any city or any special district) exceed such property tax limitations, the reduction to be made by those units must be in property taxes levied for purposes other than the repayment of their bonded indebtedness, including interest on such indebtedness.

Nevada statutes provide that no act concerning the District's bonds or their security may be repealed, amended or modified in such manner as to impair adversely the bonds or their security until all of the bonds have been discharged in full or provision for their payment and reception has been fully made.

**The District currently has no outstanding general obligation debt paid by the levy of a specific property tax.**

Principal and interest on the District's debt are payable from the various net pledged revenues of the District. There is no impact on the property tax rate so long as the net pledged revenues are sufficient to pay debt service.

## IVGID Indebtedness Report for the Fiscal Year June 30, 2024

<b>Outstanding General Obligation Debt as of June 30, 2024</b>					
Issue	Issue Date	Maturity Date	Amount Issued	Outstanding *	
<b>State of Nevada - State Water Pollution Revolving Fund</b>					
Drinking Water DW1201	3/16/2012	1/1/2032	\$ 3,000,000	\$	1,417,233
Water Pollution CS32-0404	8/1/2006	1/1/2026	\$ 3,000,000	\$	406,779
<b>Total GO Revenue Utility Debt</b>				<b>\$</b>	<b>1,824,012</b>
<b>Total General Obligation/Revenue Supported Bonds Debt</b>				<b>\$</b>	<b>1,824,012</b>
<b>State of Nevada Revolving Funds (Loan Contracts with Utility Revenue Pledge)</b>					
Drinking Water IVGID-1	9/9/2004	7/1/2025	\$ 1,687,282	\$	167,898
Clean Water -CW- 2303	4/11/2023	1/1/2053	\$ 15,760,000	\$	4,374,014
St of Nevada Sewer - CW2402	1/4/2024	7/1/2054	\$ 36,371,700	\$	50,589
<b>Total Loan Contracts With Revenue Pledge</b>				<b>\$</b>	<b>4,592,501</b>
<b>Total Outstanding Debt *</b>				<b>\$</b>	<b>6,416,512.54</b>

*\* Includes Principal and Interest due on Outstanding Debt*

### Method of Sale

*NRS 350.013 1.(c)(5) Policy regarding the manner in which the municipality expects to sell its debt;*

Bonds can generally be sold at a competitive sale, negotiated sale or to be privately placed.

**Competitive Sale** - Offering documents are sent to any firm interested in purchasing bonds. A day and time are chosen for the sale and bonds are awarded to the firm offering the lowest true interest cost on the bonds ("TIC"). The TIC is the discount rate which results in the present value of the future debt service payments equal to the bid for the bonds.

**Negotiated Sale** – A firm, or group of firms, is chosen in advance to offer the bonds for sale. At the time of the sale, interest rates and other terms of the bonds are negotiated with the Underwriter.

**Private Placement** – A purchaser, usually an individual or bank, is identified and the bonds are placed directly. Interest rates and other terms of the bonds are negotiated with the purchaser.

NRS 350 generally requires bonds issued by the District to be sold at competitive sale. For most District general obligation bonds, a competitive sale will usually result in the lowest TIC on the bonds. There are certain circumstances under which

the District would consider a negotiated sale or private placements. Such circumstances include, but are not limited to:

- 1) Bonds issued with a variable rate of interest
- 2) Bonds rated below A- or not rated
- 3) Very small or very large bond issues
- 4) Unstable or highly volatile markets
- 5) Bonds with unusual security or structure

The District will follow the requirements of NRS 350.155 in choosing a method for its bonds. If the District determines that a negotiated sale is warranted for a general obligation bond or a bond secured by an excise tax, it will distribute a request for proposal to underwriting firms. The selection of an underwriter(s) will be based on a determination of the firm that demonstrates its ability to obtain the overall best interest rate for the District. Consideration in making this determination will be given to the firm's experience with similar financings, proposed compensation structure and marketing plan.

#### Operational Costs of Future Capital Projects

*NRS 350.013 1.(c)(7) A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the property tax rate.*

The District has prepared a Capital Improvement Plan Summary, which is attached utilizing Form 4411LGF. The plan includes projects which affect general revenues as well as charges for services. These were all considered as a part of the process of developing the District's budget for the year ending June 30, 2025. Only projects scheduled for completion by that date are actually authorized with funding appropriated in the adopted annual budget. The remainder of the multi-year plan represents an intention for years 2 through 5. As such the approved projects for the year ending June 30, 2025 do not affect the property tax rate. No projects intended in years 2 through are expected to have an effect on the property tax rate during the subject years.

#### Capital Improvement Plan

*NRS 350.013 1.(d) either:*

- (1) Its plan for capital improvement for the ensuing 5 fiscal years, which must include any contemplated issuance of general obligation debt*

*during this period and the sources of money projected to be available to pay debt; or*

*(2) A statement indicating that no changes are contemplated in its plan for capital improvement for the ensuing 5 fiscal years.*

(See State of Nevada Form 4411LGF Five Year Capital Improvement Plan)

Chief Financial Officer of the District

*NRS 350.013 1.(e) A statement containing the name, title, mailing address and telephone number of the chief financial officer of the municipality.*

The Assistant Director of the Incline Village General Improvement District:

Adam Cripps, Assistant Director of Finance  
Incline Village General Improvement District  
893 Southwood Boulevard  
Incline Village, Nevada 89451  
Telephone Number: 775-548-6633





**INDEBTEDNESS REPORT**  
 As of June 30, 2024  
 Due August 1, 2024 (postmark deadline)

Entity: \_\_\_\_\_

**CHECK HERE IF YOUR ENTITY HAS NO OUTSTANDING DEBT**

**GENERAL OBLIGATION BONDS**

1. General obligation		
2. General obligation/revenue	1,824,012	
3. General obligation special assessment		
Total general obligation bonded debt		<b>1,824,012</b>

**MEDIUM-TERM OBLIGATIONS**

1. General Obligation bonds		
2. Negotiable notes or bonds		
3. Capital lease purchases		
Total medium-term obligation debt		

**REVENUE BONDS** 4,592,501

**OTHER DEBT**

1. Capital lease purchases-MTO not required or prior to law change		
2. Mortgages		
3. Warrants		
4. Special Assessments		
5. Other (specify) _____		
6. Other (specify) _____		
Total other debt		

**TOTAL INDEBTEDNESS** **6,416,513\***

Authorized but unissued general obligation bonds \_\_\_\_\_

Note: Please explain and provide documentation for any differences between the amounts reported on this **schedule** and those reported on **Schedule C-1** of your **Final Fiscal Year 2024-2025 budget**.





**INDEBTEDNESS REPORT**  
As of June 30, 2024  
Due August 1, 2024 (postmark deadline)

Entity: **Incline Village General Improvement District**

For the next five years, list the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>
<b><u>General Obligation Bonds</u></b>					
G/O Bonds					
G/O Revenue	\$ 400,909	\$ 396,169	\$ 191,356	\$ 191,308	\$ 191,258
G/O Special Assessment					
<b><u>Medium-Term Obligation</u></b>					
G/O Bonds					
Notes/Bonds					
Leases/ Purchases	\$ -				
<b><u>Revenue Bonds</u></b>	<b>\$ 282,342</b>	<b>\$ 948,731</b>	<b>\$ 1,144,180</b>	<b>\$ 1,392,110</b>	<b>\$ 2,372,160</b>
<b><u>Other Debt</u></b>					
Other Lease Purchases					
Mortgages					
Warrants					
Special Assessments					
Other Debt					
<b>TOTAL</b>	<b>\$ 683,251</b>	<b>\$ 1,344,900</b>	<b>\$ 1,335,536</b>	<b>\$ 1,583,418</b>	<b>\$ 2,563,418</b>



**INDEBTEDNESS REPORT**  
As of June 30, 2024  
Due August 1, 2024 (postmark deadline)

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The repayment schedules should start with the payment of principal and interest due **after June 30, 2024** and continue until any particular issue is retired.

**\*\*Explanation:**

\*The total indebtedness is different from schedule C-1 because principal forgiveness loans were included in schedule C-1. At the time of the budget we anticipated we would have an additional \$2,511,356 draw, that draw will not take place until Fiscal 2024-25. Also at the time of the budget we did not anticipate taking any draw against CW 2402 however, approximately 50,000 was taken for bond counsel and other closing costs. At the time of budget we did not include accrued interest on all debt in the amount of \$62,418.

**Proof:**

\$9,183,751 Schedule C-1  
(\$368,300) Principal Forgiveness Loan  
(\$2,511,356) Anticipated Draw  
\$50,000 Bond Counsel & Closing Costs  
\$62,418 Accrued interest on all debt was not included in the budget  
**\$6,416,513 Total**



**INDEBTEDNESS REPORT**  
 As of June 30, 2024  
 Due August 1, 2024 (postmark deadline)

Entity: \_\_\_\_\_

**CONTEMPLATED GENERAL OBLIGATION DEBT**

(1) PURPOSE	(2) TYPE	(3) AMOUNT	(4) TERM	(5) FINAL PAYMENT DATE	(6) INTEREST RATE
None					

**SPECIAL ELECTIVE TAX**

PURPOSE	TYPE	RATE	ELECTION DATE	EXPIRATION DATE	IMPLEMENTATION DATE
None					

Incline Village General Improvement District  
 2006 State Revolving Fund Loan  
 Clean Water Loan CS32-0404

Date	Principal Value	Coupon	Interest	Total Payment	Fiscal Year Payment
7/1/2024	\$ 98,300	2.75%	\$ 5,468	\$ 103,768	
1/1/2025	\$ 99,640	2.75%	\$ 4,129	\$ 103,769	\$ 207,537
7/1/2025	\$ 100,997	2.75%	\$ 2,771	\$ 103,768	
1/1/2026	\$ 102,373	2.75%	\$ 1,395	\$ 103,768	\$ 207,536
<b>Total</b>	<b>\$ 401,310</b>		<b>\$ 13,763</b>	<b>\$ 415,073</b>	<b>415,073</b>

Incline Village General Improvement District  
 2012 State Revolving Fund Loan  
 Drinking Water DW1201

Date	Principal Value	Coupon	Interest	Total Payment	Fiscal Year Payment
7/1/2024	\$ 79,950	2.39%	\$ 16,736	\$ 96,686	
1/1/2025	80,905	2.39%	15,781	96,686	\$ 193,372
7/1/2025	81,872	2.39%	14,814	96,686	
1/1/2026	82,851	2.39%	13,835	96,686	\$ 193,372
7/1/2026	83,841	2.39%	12,845	96,686	
1/1/2027	84,843	2.39%	11,843	96,686	\$ 193,372
7/1/2027	85,856	2.39%	10,830	96,686	
1/1/2028	86,882	2.39%	9,804	96,686	\$ 193,372
7/1/2028	87,921	2.39%	8,765	96,686	
1/1/2029	88,971	2.39%	7,715	96,686	\$ 193,372
7/1/2029	90,035	2.39%	6,651	96,686	
1/1/2030	91,110	2.39%	5,576	96,686	\$ 193,372
7/1/2030	92,199	2.39%	4,487	96,686	
1/1/2031	93,301	2.39%	3,385	96,686	\$ 193,372
7/1/1931	94,416	2.39%	2,270	96,686	
1/1/2032	95,544	2.39%	1,142	96,686	\$ 193,372
<b>Total</b>	<b>\$ 1,400,497</b>		<b>\$ 146,479</b>	<b>\$ 1,546,976</b>	<b>\$ 1,546,976</b>

Incline Village General Improvement District  
 State Revolving Fund Loan  
 Drinking Water IVGID-1

Date	Principal Value	Coupon	Interest	Total Payment	Fiscal Year Payment
7/1/2024	\$ 54,276	3.082%	\$ 2,548	\$ 56,824	
1/1/2025	55,112	3.082%	1,712	56,824	\$ 113,648
7/1/2025	55,962	3.082%	862	56,824	\$ 56,824
<b>Total</b>	<b>\$ 165,350</b>		<b>\$ 5,122</b>	<b>\$ 170,472</b>	<b>\$ 170,472</b>

APPENDIX 3 OF 3

FIVE YEAR CAPITAL IMPROVEMENT PLAN  
(Per NRS 354.5945)



<b>Minimum level of expenditure for items classified as capital assets</b>	<b>\$10,000</b>	<b>ENTITY:</b>	Incline Village GID
<b>Minimum level of expenditure for items classified as capital projects</b>	<b>\$10,000</b>	<b>DATE:</b>	6/14/2024

		FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
<b>Fund:</b>	General Fund					
<b>Capital Improvement:</b>	5 - Year Capital Improvement Plan	335,000	1,080,000	2,298,200	10,252,000	699,000
<b>Funding Source:</b>	General Fund Revenues					
<b>Completion Date:</b>	Within Each Fiscal Year, as Scheduled					
<b>Fund Total</b>		335,000	1,080,000	2,298,200	10,252,000	699,000

		FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
<b>Fund:</b>	Utility Fund					
<b>Capital Improvement:</b>	5 - Year Capital Improvement Plan	17,680,000	14,878,500	3,002,000	2,905,000	1,649,000
<b>Funding Source:</b>	Charges for Services & Grants					
<b>Completion Date:</b>	Within Each Fiscal Year, as Scheduled					
<b>Fund Total</b>		17,680,000	14,878,500	3,002,000	2,905,000	1,649,000

		FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
<b>Fund:</b>	Internal Services					
<b>Capital Improvement:</b>	5 - Year Capital Improvement Plan					
<b>Funding Source:</b>	Charges for Services					
<b>Completion Date:</b>	Within Each Fiscal Year, as Scheduled					
<b>Fund Total</b>						

**List of Funding Sources:**

- Property Tax - Gen. Revenues
- Charges for Services
- Debt
- Grants
- Other** ( Please Describe)

FIVE YEAR CAPITAL IMPROVEMENT PLAN  
(Per NRS 354.5945)



<b>Minimum level of expenditure for items classified as capital assets</b>	<b>\$10,000</b>	<b>ENTITY:</b>	Incline Village GID
<b>Minimum level of expenditure for items classified as capital projects</b>	<b>\$10,000</b>	<b>DATE:</b>	6/14/2024

		FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
<b>Fund:</b>	Community Services Fund					
<b>Capital Improvement:</b>	5 - Year Capital Improvement Plan	2,741,200	7,122,822	6,067,290	14,908,200	3,526,200
<b>Funding Source:</b>	Charges for Services					
<b>Completion Date:</b>	Within Each Fiscal Year, as Scheduled					
<b>Fund Total</b>		2,741,200	7,122,822	6,067,290	14,908,200	3,526,200

		FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
<b>Fund:</b>	Beach Fund					
<b>Capital Improvement:</b>	5 - Year Capital Improvement Plan	4,250,000	733,000	844,000	937,000	447,000
<b>Funding Source:</b>	Charges for Services - Utility Rate Revenues					
<b>Completion Date:</b>	Within Each Fiscal Year, as Scheduled					
<b>Fund Total</b>		4,250,000	733,000	844,000	937,000	447,000

		FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029
<b>Fund:</b>						
<b>Capital Improvement:</b>						
<b>Funding Source:</b>						
<b>Completion Date:</b>						
<b>Fund Total</b>						

- List of Funding Sources:**  
 Property Tax - Gen. Revenues  
 Charges for Services  
 Debt  
 Grants  
**Other** ( Please Describe)



Incline Village General Improvement District						
Capital Improvement Project Summary						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	5 Year Total
<b>General Fund</b>						
I.T	275,000	75,000	95,000	-	330,000	775,000
General Admin	-	-	1,000,000	10,000,000	35,000	11,035,000
Parks	60,000	1,005,000	1,203,200	252,000	334,000	2,854,200
<b>Sub-Total General Fund</b>	<b>335,000</b>	<b>1,080,000</b>	<b>2,298,200</b>	<b>10,252,000</b>	<b>699,000</b>	<b>14,664,200</b>
<b>Utility Fund</b>						
Shared	410,000	1,000,000	-	80,000	29,000	1,519,000
Water	1,165,000	2,000,000	2,205,000	1,805,000	1,020,000	8,195,000
Sewer	16,105,000	15,595,000	10,797,000	1,020,000	600,000	44,117,000
<b>Sub-Total Utility Fund</b>	<b>17,680,000</b>	<b>18,595,000</b>	<b>13,002,000</b>	<b>2,905,000</b>	<b>1,649,000</b>	<b>53,831,000</b>
<b>Community Services Fund</b>						
Champion Golf	480,000	662,727	1,289,970	712,200	1,323,700	4,468,597
Mountain Golf	-	604,200	600,000	-	1,000,000	2,204,200
Facilities	44,000	80,875	41,620	122,240	127,500	416,235
Ski	1,125,000	1,574,000	1,090,000	12,510,000	1,010,000	17,309,000
Tennis	-	2,519,000	1,517,000	1,500,000	-	5,536,000
Recreation	1,092,200	1,682,020	1,528,700	63,760	65,000	4,431,680
<b>Sub-Total Community Services Fund</b>	<b>2,741,200</b>	<b>7,122,822</b>	<b>6,067,290</b>	<b>14,908,200</b>	<b>3,526,200</b>	<b>34,365,712</b>
<b>Beaches</b>	<b>4,250,000</b>	<b>733,000</b>	<b>844,000</b>	<b>937,000</b>	<b>447,000</b>	<b>7,211,000</b>
<b>Grand Total</b>	<b>25,006,200</b>	<b>27,530,822</b>	<b>22,211,490</b>	<b>29,002,200</b>	<b>6,321,200</b>	<b>110,071,912</b>



# Mult- Year Capital Improvement Project Summary report

	Proposed FY 2024-25	Proposed FY 2025-26	Proposed FY 2026-27	Proposed FY 2027-28	Proposed FY 2028-29	Five Year Total
<b>General Fund</b>						
Wireless Equipment Replacement and Network Hardware Replacement and Maintenance			95,000		90,000	90,000
Server Storage and Computing Hardware	275,000	75,000			240,000	335,000
<b>Total Accounting/Information Systems</b>	<b>275,000</b>	<b>75,000</b>	<b>95,000</b>		<b>330,000</b>	<b>775,000</b>
<b>General and Admin</b>						
Admin Printer Copier Replacement - 893 Southwood					35,000	35,000
New Administration Building			1,000,000	10,000,000		11,000,000
<b>Total General and Admin</b>			<b>1,000,000</b>	<b>10,000,000</b>	<b>35,000</b>	<b>11,035,000</b>
	<b>Proposed FY 2024-25</b>	<b>Proposed FY 2025-26</b>	<b>Proposed FY 2026-27</b>	<b>Proposed FY 2027-28</b>	<b>Proposed FY 2028-29</b>	<b>Five Year Total</b>
<b>Parks</b>						
Fleet / Vehicle Replacement - Parks			147,100	82,000	118,000	347,100
Rolling Stock Park		110,000	161,100	122,000	108,000	501,100
Replace Playground - Ridgeline Park			250,000			250,000
Aspen Grove Flatscape and Retaining Wall		250,000				250,000
Storage Container shed/buidling replacement			20,000			20,000
Preston Field Retaining Wall Replacement			500,000			500,000
Ridgeline fields at Incline Park bleacher			75,000			75,000
Central Irrigation Controller Upgrade	60,000					60,000
Replace Playgrounds - Preston		500,000				500,000
Fencing Repair Ridgeline Park and Preston Field		45,000	10,000	10,000		65,000
Erosion Control projects					40,000	40,000
GPS Field Striper		30,000				30,000
Parks Furnishings		20,000	10,000	10,000	10,000	50,000
Resurface and coat Preston Park Bathroom						
Parks Pavement Maintenance		50,000	30,000	28,000	58,000	166,000
<b>Total Parks</b>	<b>60,000</b>	<b>1,005,000</b>	<b>1,203,200</b>	<b>252,000</b>	<b>334,000</b>	<b>2,854,200</b>
<b>Total General Fund</b>	<b>335,000</b>	<b>1,080,000</b>	<b>2,298,200</b>	<b>10,252,000</b>	<b>699,000</b>	<b>14,664,200</b>

<b>Utilities</b>						
<b>Public Works Shared</b>						
Public Work Rolling Stock	160,000					160,000
Pavement Maintenance Utility Facilities						
Replace Public Works Front Security Gate				80,000		80,000
Utilities System and Plant Control Upgrades	250,000	1,000,000				1,250,000
Large Format Printer Replacement					29,000	29,000
<b>Total Public Works Shared</b>	<b>410,000</b>	<b>1,000,000</b>		<b>80,000</b>	<b>29,000</b>	<b>1,519,000</b>
<b>Water</b>						
Watermain Replacement - Ponderosa Ranch Road	800,000					800,000
Watermain Replacement - Alder Ave						
Watermain Replacement - Future		800,000	900,000	900,000	900,000	3,500,000
R6-1 Tank Road Construction		130,000				130,000
R2-1 Reservoir Roof Replacement			340,000			340,000
R-2 Interior Tank Rehabilitation		130,000				130,000
Fire Hydrant Replacement Project		270,000	280,000	290,000		840,000
Water Pumping Station Improvements	105,000	110,000	110,000	115,000	120,000	560,000
Burnt Cedar Water Disinfection Plant	160,000	500,000	500,000	500,000		1,660,000
SCADA Management Servers/Network - BCDP	100,000					100,000
LIMSS Software		60,000				60,000
BCWDP Emergency Generator Fuel Tank						
WPS Generator Fuel Tank Protection			75,000			75,000
<b>Total Water</b>	<b>1,165,000</b>	<b>2,000,000</b>	<b>2,205,000</b>	<b>1,805,000</b>	<b>1,020,000</b>	<b>8,195,000</b>
<b>Sewer</b>						
Effluent Pipeline Project (Encumbered)	15,700,000	14,500,000	10,000,000			40,200,000
Effluent Storage Tank (Encumbered)				<b>Will Receive 5.2 Mil in ACE Grant</b>		
SPS#1 Pump Sta. & Generator Bldg Roof		280,000				280,000
Sewer Pumping Station Improvements	250,000	110,000	112,000	115,000	120,000	707,000
Sewer Pumping Station 14 Improvements			120,000	440,000		560,000
WRRF Roof Replacement						
Wetlands Effluent Disposal Facility Improvements	50,000	55,000	225,000	115,000	120,000	565,000
Sewer Main Rehabilitation	105,000	550,000	340,000	350,000	360,000	1,705,000
SCADA Management Servers/Network - WRRF		100,000				100,000
Sewer Pump Station #1 Improvements						
<b>Total Sewers</b>	<b>16,105,000</b>	<b>15,595,000</b>	<b>10,797,000</b>	<b>1,020,000</b>	<b>600,000</b>	<b>44,117,000</b>
<b>Total Utilities</b>	<b>17,680,000</b>	<b>18,595,000</b>	<b>13,002,000</b>	<b>2,905,000</b>	<b>1,649,000</b>	<b>53,831,000</b>

<b>Community Services</b>						
<b>Championship Golf</b>						
Rolling Stock	120,000	237,000	148,000	305,000	419,000	1,229,000
Championship Golf Cart Barn Siding Replacement	165,000					165,000
Driving Range Nets				110,000		110,000
Championship Course Bunkers		180,000	185,000	190,000		555,000
Cart Path Replacement - Champ Course	195,000	187,500	55,000		55,000	492,500
Driving Range Improvements				37,000		37,000
Championship Golf Course Electric Cart Fleet and GPS					620,000	620,000
Replace Icemaker Champ Golf Course Cart Barn			11,970			11,970
Recoat Chateau F&B Grill and Catering kitchen					39,700	39,700
Grille Furniture				35,200		35,200
Grille Patio Table and Chairs		58,227				58,227
2016 Bar Cart #724						
2016 Bar Cart #725						
Material Storage Bins			275,000			275,000
Practice Green Expansion				35,000	190,000	225,000
Range Ball Machine Replacement						
Pavement Maintenance of Parking Lots - Champ Course & Chateau			615,000			615,000
<b>Total Championship Golf</b>	<b>480,000</b>	<b>662,727</b>	<b>1,289,970</b>	<b>712,200</b>	<b>1,323,700</b>	<b>4,468,597</b>

<b>Mountain Golf</b>						
Rolling Stock		13,000				13,000
Wash Pad Improvements			100,000			100,000
Mountain Golf Course Cart Path Replacement						
Irrigation Improvements						
Mountain Course Fuel Tank Replacement		100,000	500,000			600,000
2016 Bar Cart #726						
Irrigation System Replacement					1,000,000	1,000,000
Pavement Maintenance of Parking Lots - Mountain						
Mountain Course Greens, Tee's Bunkers						
Mountain Course 58 Cart Fleet		491,200				491,200
<b>Total Mountain Golf</b>	<b>-</b>	<b>604,200</b>	<b>600,000</b>	<b>-</b>	<b>1,000,000</b>	<b>2,204,200</b>

	<b>Proposed FY 2024-25</b>	<b>Proposed FY 2025-26</b>	<b>Proposed FY 2026-27</b>	<b>Proposed FY 2027-28</b>	<b>Proposed FY 2028-29</b>	<b>Five Year Total</b>
<b>Facilities</b>						
Resurface Patio Deck Replace Railings Replace Rock		27,500				27,500
Chateau Community Room Ceiling and Beam Refurbishing		25,000				25,000
Upgrade Chateau Community Room Lighting Control			25,620			25,620
Portable Bars		18,375				18,375
Catering Ceremony Chairs			16,000			16,000
Replace Banquet Serviceware	44,000				72,000	116,000
Banquet Tables		10,000		35,090		45,090

Carpet Replacement at the Chateau					55,500	55,500
Paint Exterior Chateau				52,500		52,500
Furniture for Chateau				14,850		14,850
Landscape Improvements at Aspen Grove				19,800		19,800
<b>Total Facilities</b>	<b>44,000</b>	<b>80,875</b>	<b>41,620</b>	<b>122,240</b>	<b>127,500</b>	<b>416,235</b>

<b>Ski</b>	<b>Proposed FY 2024-25</b>	<b>Proposed FY 2025-26</b>	<b>Proposed FY 2026-27</b>	<b>Proposed FY 2027-28</b>	<b>Proposed FY 2028-29</b>	<b>Five Year Total</b>
Fleet Rolling Stock	775,000					775,000
Ski Way and Diamond Peak Parking Lot Reconstruction		-	480,000	6,300,000		6,780,000
Ski Lodge Facilities - Install Kitchen Grease Interceptor		300,000				300,000
Replace Ski Lodge Facility Equipment- Electrical Entrance	175,000					175,000
Diamond Peak Fuel Storage Facility		750,000				750,000
Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures		54,000				54,000
Replacement of Main and Snowflake Lodge Kitchen		20,000				20,000
Crystal Express Ski Lift Maintenance and Improvements			250,000		500,000	750,000
Pavement Maintenance Diamond Peak and Ski Way						0
Diamond Peak Facilities Floor Material						0
Lakeview Ski Lift Maintenance and Improvements				210,000		210,000
Lodgepole Ski Lift Maintenance and Improvements		150,000			200,000	350,000
Red Fox Ski Lift Maintenance and Improvements	75,000					75,000
Snowmaking Infrastructure Replacement	100,000		200,000			300,000
Replace Ski Rental Equipment		300,000	160,000		310,000	770,000
Replace 1966 Snowflake Lodge				6,000,000		6,000,000
<b>Total Ski</b>	<b>1,125,000</b>	<b>1,574,000</b>	<b>1,090,000</b>	<b>12,510,000</b>	<b>1,010,000</b>	<b>17,309,000</b>

<b>Tennis</b>	<b>Proposed FY 2024-25</b>	<b>Proposed FY 2025-26</b>	<b>Proposed FY 2026-27</b>	<b>Proposed FY 2027-28</b>	<b>Proposed FY 2028-29</b>	<b>Five Year Total</b>
Reconstruct Tennis Courts 5 thru 7		2,500,000				2,500,000
Reconstruct Tennis Courts 3 thru 4			1,500,000			1,500,000
Reconstruct Tennis Courts 1 and 2				1,500,000		1,500,000
Resurface Tennis Courts 8-9-10-11(Pickleball)		19,000	-			19,000
Pavement Maintenance- Tennis						
Ball Machines for Tennis Center			17,000			17,000
<b>Total Tennis</b>	<b>-</b>	<b>2,519,000</b>	<b>1,517,000</b>	<b>1,500,000</b>	<b>-</b>	<b>5,536,000</b>

<b>Recreation Center</b>	<b>Proposed FY 2024-25</b>	<b>Proposed FY 2025-26</b>	<b>Proposed FY 2026-27</b>	<b>Proposed FY 2027-28</b>	<b>Proposed FY 2028-29</b>	<b>Five Year Total</b>
Recreation Center Pavement Maintenance		40,000	20,000			60,000
Website Redesign and upgrade						
Rec Center Exterior Wall Waterproofing & French Drain - Xeroscape		77,000				77,000
Recreation Center & Tennis Parking Lot Reconstruction and BMPs				1,450,000		1,450,000

Replaster Recreation Center Pool		100,000				100,000
Pool Facility Deck/Floor Re-coat and ceiling improvements		38,000				38,000
Pool Starter block replacement		48,000				48,000
Diving Board replacement		40,000				40,000
Replace Bird Netting		17,720				17,720
Fitness Equipment	57,200	51,300	58,700	63,760	65,000	295,960
Recreation Center Printer Copier Replacement 980 Incline Way		25,000				25,000
HVAC System Replacement	1,035,000	1,035,000				2,070,000
Cardio Strength Room Downstairs Flooring		60,000				60,000
Electronic Key Entry		130,000				130,000
Pool Sub Structure Investigation		20,000				0
<b>Total Recreation Center</b>	<b>1,092,200</b>	<b>1,682,020</b>	<b>1,528,700</b>	<b>63,760</b>	<b>65,000</b>	<b>4,431,680</b>
<b>Total Community Services</b>	<b>2,741,200</b>	<b>7,122,822</b>	<b>6,067,290</b>	<b>14,908,200</b>	<b>3,526,200</b>	<b>34,365,712</b>

	Proposed FY 2024-25	Proposed FY 2025-26	Proposed FY 2026-27	Proposed FY 2027-28	Proposed FY 2028-29	Five Year Total
<b>Beaches</b>						
Rolling Stock - Beaches	35,000					35,000
Beaches Retaining Wall Enhancement and Replacement			55,000			55,000
Storage Container Replacement				40,000		40,000
Snack Bar Furnishings- picnic tables		28,000		22,000		50,000
Ski Beach Boat Ramp Improvement Project	150,000					150,000
Ski Beach Bridge (2) Replacement	170,000					170,000
Burnt Cedar Beach Eastern Stormwater Improvements		190,000				190,000
Beach Furnishings	20,000	20,000	20,000	20,000	20,000	100,000
Central Irrigation Controller Upgrade	30,000					30,000
Third Creek Fence Redesign and Replacement		15,000				15,000
Ski and Incline Beach Landscape Enhancement		15,000				15,000
Beach Access Improvements	400,000					400,000
Reconstruct Pavement - Ski Beach					350,000	350,000
Reconstruct Pavement, Incline Beach			500,000			500,000
Pavement Reconstruction - Burnt Cedar Beach				835,000		835,000
Replace Playgrounds - Beaches		400,000	200,000			600,000
Replace Ski Beach Entrance Gate			50,000			50,000
Incline Beach House and Access Project (Ski and Incline Beach Facility Replacement *	3,445,000					3,445,000
Burnt Cedar Swimming Pool and site						
Pavement Maint - Beaches (All)		65,000	19,000	20,000	77,000	181,000
<b>Total Beaches</b>	<b>4,250,000</b>	<b>733,000</b>	<b>844,000</b>	<b>937,000</b>	<b>447,000</b>	<b>7,211,000</b>
<b>Grand Total</b>	<b>25,006,200</b>	<b>27,530,822</b>	<b>22,211,490</b>	<b>29,002,200</b>	<b>6,321,200</b>	<b>110,071,912</b>



**Debt Management**  
**Debt Management and Limits**  
**Policy 14.1.0**

**POLICY.** The District will adopt comprehensive written debt management practices and they will be reviewed annually in conjunction with the budget process and revised as necessary.

1.0 Debt Limits. The Practice will define specific limits or acceptable ranges for each type of debt. Limits are generally set for legal, public policy, and financial reasons.

1.1 Legal limits may be determined by:

1.1.1 State constitution or law.

1.1.2 Local resolution or ordinance, or covenant.

1.2 Public Policy limits can include:

1.2.1 Purposes for which debt proceeds may be used or prohibited.

1.2.2 Types of debt that may be issued or prohibited.

1.2.3 Relationship to and integration with the Multi-Year Capital Planning.

1.2.4 Policy goals related to economic development, capital improvement financings, tax increment financing, and public-private partnerships.

1.3 Financial limits generally reflect public policy or other financial resource constraints, such as reduced use of a particular type of debt due to changing financial conditions. Appropriate debt limits can positively impact bond ratings, if the District demonstrates adherence to such policies over time. Debt limits will be stated as follows:

1.4 Direct Debt can be measured or limited by the following ratios:

1.4.1 Debt per capita,

1.4.2 Debt to taxable property value



**Debt Management**  
**Debt Management and Limits**  
**Policy 14.1.0**

- 1.4.3 General Obligation debt service payments as a percentage of governmental fund type revenues or expenditures.
- 1.5 Revenue Debt levels are often limited by debt service coverage ratios or credit rating impacts contained in bond covenants.
- 1.6 Short-Term Debt Issuance should describe the specific purposes and circumstances under which it can be used, as well as limitations in term or size of borrowing.
- 2.0 Debt Structuring Practices. The Practice will include specifics regarding the debt structuring practices for each type of bond, including:
  - 2.1 Maximum term stated in absolute terms or based on the useful life of the asset(s);
  - 2.2 Average maturity;
  - 2.3 Debt service pattern such as equal payments or equal principal amortization;
  - 2.4 Use of optional redemption features that reflect market conditions and/or needs of the government;
  - 2.5 Use of variable or fixed-rate debt, credit enhancements, short-term debt, and limitations as to when each can be used;
  - 2.6 Other structuring practices should be considered such as capitalized interest, deferral of principal and/or other internal credit support including general obligation pledges.
- 3.0 Debt Issuance Practices. The Practice will provide guidance regarding the issuance process, which may differ for each type of debt. These practices include:
  - 3.1 Criteria for determining the sale method (competitive, negotiated, placement) and investment of proceeds,





**Debt Management**  
**Debt Management and Limits**  
**Policy 14.1.0**

- 3.2 Criteria for issuance of advance refunding and current refunding bonds,
  - 3.3 Selection and use of professional service providers,
  - 3.4 Use of comparative bond pricing services or market indices as a benchmark in negotiated transactions, as well as to evaluate final bond pricing results, and
  - 3.5 Use of credit ratings, minimum bond ratings, determination of the number of ratings, and selection of rating services.
- 4.0 Debt Management Practices. The Practice will provide guidance for ongoing administrative activities including:
- 4.1 Investment of bond proceeds,
  - 4.2 Primary and secondary market disclosure practices, including annual certifications as required,
  - 4.3 Arbitrage rebate monitoring and filing,
  - 4.4 Federal and state law compliance practices, and
  - 4.5 Market and investor relations efforts.



**Debt Management  
Debt Service Payment Settlement  
Practice 14.2.0**

**RELEVANT POLICIES: 11.1.0 Investment Management and 14.1.0 Debt Management and Limits**

To ensure that debt principal and interest payments are made on a timely and cost effective basis, the District will manage debt service as follows:

- 1.0 The District will ensure that all parties responsible for making debt service payments fulfill their fiduciary and operational responsibilities. The negotiation of contract terms should serve the District, the trustee/fiscal agent/paying agent and the bondholders and include:
  - 1.1 requirements for timely payment of all funds on the due date;
  - 1.2 full utilization of funds by the District until the due date;
  - 1.3 requirement for use of electronic fund transfer throughout the payment process; and
  - 1.4 requirements that all parties execute transactions in the most cost efficient and effective manner.
- 2.0 The District will ensure that appropriate contractual terms and internal procedures are in place. The District will negotiate terms allowing for full investment of funds by the District until the payment due date by utilizing electronic fund transfer.
- 3.0 The District will require that trustees/fiscal agents/paying agents invoice the District for debt service payments a minimum of 30 days prior to the due date.
- 4.0 The District will use electronic fund transfer to assure transfer to the trustee/fiscal agent/paying agent on the payment date. If payment must be made by check, the District will ensure paying the check no more than five (5) days prior to the payment date through a guaranteed delivery service.
- 5.0 The District will ensure that all parties to the transaction (internal and external) are kept informed of the procedures established.



**Debt Management  
Debt Issuance Limitations  
Practice 14.2.1**

**RELEVANT POLICIES: 11.1.0 Investment Management and 14.1.0 Debt Management and Limits**

To ensure that debt, through the issuance of bonds or other long term indebtedness, is limited to appropriate levels, the District will manage outstanding bonds and installment purchase obligations through a measure of affordability as follows:

- 1.0 The District will ensure that all bonded indebtedness is analyzed and validated by comparing the consequences of the debt issuance against the District's Debt Coverage Ratio. Debt issued for non-utility purposes must remain within a Debt Coverage Ratio of at least 1.5 times. Debt issued for utility purposes must remain within a Debt Coverage Ratio of 1.75 times.

Under this Practice, "utility" purposes are those related to only water and sewer functions. The Debt Service Coverage Ratio will be determined by dividing the operating or other available revenues less operating expenses other than depreciation and interest by the annual principal and interest payments. The ratio will be stated in the number of times the net revenue covers the annual debt service. The process of analysis and validation will consider the projected amounts for each year the issue will be outstanding. An acceptable result will include meeting the standard on average over the life of the issue in question. However, the coverage ratio in any one year cannot go below 1.0.

- 2.0 The District will consider issuing a bond for any non-"utility" project or group of projects, when that totals more than \$2,500,000 and can be repaid within 10 years of issuance. The District will consider issuing a bond for a period longer than 10 years when it is necessary for the economic feasibility of the project.
- 3.0 The District will consider issuing a bond for any "utility" project or group of projects, when that totals more than \$2,500,000 and can be repaid within 20 years of the completion of the project acquisition or construction. The additional time allowed is in recognition of that



**Debt Management  
Debt Issuance Limitations  
Practice 14.2.1**

maturity under the Nevada State Revolving Fund Loan Program. Shorter maturities are preferred whenever feasible.

- 4.0 The effective limitation on the total of bonds outstanding at a given point of time is expected to be a function of the feasibility in the marketplace for a proposed issue, combined with the District existing Bond Rating, the financial projections of the District and the ability to sell bonds within the projected parameters.
- 5.0 Consideration of the use of installment purchase obligations will be conducted according to Nevada Revised Statutes. This form of financing is also referred to as municipal leasing, can be considered for a project or group of projects when that totals more than \$250,000 and can be repaid within 10 years of issuance (in effect requiring the obligation to comply with Medium Term Financing guidelines).
- 6.0 This Practice is expected to be reviewed and updated from time to time to validate the coverage ratio and the dollar and maturity limits used to establish acceptance for issuance of bonded indebtedness. That review should occur in conjunction with the adoption of the Debt Management Policy.

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Ray Tulloch, Treasurer

**SUBJECT:** Review and Discuss possible revisions to District Policy and Procedure 142 RESOLUTION No. 1898 – Personnel Management

**STRATEGIC**

**PLAN REFERENCE(S):** Transparency and Fiscal responsibility

**DATE:** July 10, 2024

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**I. RECOMMENDATION**

- 1.1 That the Board make a motion to accept the proposed changes to District Policy and Procedure 142 RESOLUTION No. 1898 – Personnel Management.
- 1.2 That the Board shall make the necessary changes to Board Resolution 1480/Policy and Procedure Resolution No. 105 as Adopted January 25, 2023, to enable this change

**II. BACKGROUND**

As per Board Policy 1480, the Board has delegated all hiring authority, including appointments to the Senior Management Team, to the General Manager. This delegation of authority was adopted by a previous Board on *November 29, 1984*, almost 39 years ago.

Much has changed in the District, the Community and the wider macro-economic environment over this period. The scale, complexity, operating costs and budgets of the District have grown exponentially and demands on services have increased. In order to serve the community cost-effectively and to properly maintain and manage IVGID assets it is important to have a high performing management team and, to the extent possible, that the District objectively recruits the best candidates to fulfil the Districts' functions.

Trustees are elected by and answerable to the Community for performance and delivery of services. However, under the current Policy 1898, they have no input to staff selection other than the General Manager. The General Manager has sole authority to make these critical senior management appointments.

Trustees carry the ultimate legal and fiduciary responsibility and accountability for the actions of the District. Trustees, as elected representatives, are also directly responsible for the overall performance of the District. As such, it is important that the Board should be able to review and approve senior management appointments.

The changes proposed are to enable the Board to have input to selection of senior management appointments proposed by the General Manager. It is important to note that this proposal does NOT change the role of the General Manager or the Board in management of staff. It will however improve overall governance and provide reassurance to the community that appointments at this level are being made in an objective, competitive and transparent manner.

### **III. FINANCIAL IMPACT AND BUDGET**

There is no direct financial impact from this proposal.

### **IV. ALTERNATIVES**

That the District continues with resolution 1898 in its current form.

### **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.

Appendix A

Redline of proposed changes to Board Resolution 1480/ Policy and Procedure  
Resolution No. 105



**POLICY AND PROCEDURE RESOLUTION NUMBER 142**

**RESOLUTION 1898**

**PERSONNEL MANAGEMENT**

**I. PURPOSE**

The Incline Village General Improvement District (IVGID) is committed to maintaining a dedicated and motivated work force, while developing its Staff’s technical and professional standards to meeting changing demands for services within the community. This policy statement establishes a framework which the Board of Trustees and the General Manager will use in addressing personnel matters within IVGID.

**II. ROLES**

The District operates under a Board-Manager form of government which places the Board of Trustees in the role of establishing overall IVGID policy direction. IVGID Staff is appointed to administer and execute day-to-day operations. The General Manager is responsible for supervising these operations **in compliance with Board policies** and providing general administrative direction.

Deleted:

With regard to IVGID personnel, it is the Board’s responsibility to establish overall policies governing IVGID’s approach to personnel matters. The General Manager’s role is to apply these policies into the day-to-day practice of hiring, firing, motivating, promoting, demoting, compensating, and training individual employees.

**III. GENERAL OBJECTIVES**

The Board hereby establishes the following general personnel objectives for IVGID.

- A. Employee Development. IVGID will motivate and train existing employees to become more productive and proficient in their current jobs. Where appropriate, IVGID will encourage employees to develop new skills which might lead to job advancement. Where appropriate, IVGID will cross-train employees to cover temporary vacancies on related jobs.
- B. Attrition Management. IVGID will evaluate alternatives to filling positions which become vacant, as a means to reduce costs. These alternatives may include changes in work routines, job descriptions, work hours, or scope of services. They may include combining positions or reassigning work or personnel from one department to another.
- C. Recruitment. When vacancies must be filled from outside the ranks of the existing work force, IVGID will recruit and hire the most qualified candidates for the job, based strictly upon merit. Merit selection implies that anyone may apply, and that candidates are evaluated fairly by the appointing authority, based upon job-related





## **POLICY AND PROCEDURE RESOLUTION NUMBER 142**

### **RESOLUTION 1898**

#### **PERSONNEL MANAGEMENT**

criteria established in advance. In general, local recruitment is sufficient for clerical positions, semiskilled laborer positions, lower level technical positions, and all part-time or temporary positions. A larger recruitment area may be required for more highly skilled positions. Where local and non-local candidate are being considered which have equal or nearly equivalent qualifications, the local candidate will be preferred.

- D. Performance Standards and Evaluations. IVGID will establish clear standards for employee performance, and encourage employees to maintain these standards through ongoing communication with supervisors, performance evaluations, and where necessary, disciplinary procedures, demotion or termination.
- E. Retention. IVGID values the retention of loyal and hard-working employees which have provided many years of strong work performance.
- F. Management. IVGID will develop senior department heads as a management team which can work with the General Manager in addressing overall IVGID operational and business needs and assist the Board of Trustees in policy development.
- G. Policies. IVGID will develop a uniform set of policies to direct the administration of the District's personnel matters.
- H. Planning. IVGID will develop a strategic approach to personnel administration which will diagnose long-term problems, anticipate future needs, and develop a stable framework for addressing these problems and needs in an orderly fashion.
- I. Unions. IVGID will maintain a cooperative relationship with collective bargaining units and their representatives, which establishes a clear understanding of the proper roles for both unions and management.

#### **IV. PROCEDURES**

The General Manager is accountable to the Board of Trustees for the fair and efficient execution of these policies, as well as the overall performance of IVGID. In order to maintain this accountability, the General Manager, in consultation with the Director of Human Resources, must be given the authority to administer personnel matters without direct Trustee intervention or influence.

The following procedures shall govern the personnel practices of IVGID:

Adopted January 25, 2023

2



**POLICY AND PROCEDURE RESOLUTION NUMBER 142**

**RESOLUTION 1898**

**PERSONNEL MANAGEMENT**

- A. The General Manager shall maintain direct, day-to-day supervision over all District employees, with the exception of the General Counsel. Supervision includes the power to hire, fire, motivate, discipline, evaluate, promote, demote, transfer, and train employees, subject to established personnel policies, union contracts, Board policy, and generally accepted personnel practices.
- B. The General Manager will keep the Trustees informed about the status of all major personnel actions relating to senior management positions. Senior management appointments and terminations shall be discussed with each of the Trustees in advance. All interviews for senior management appointments shall have a Trustee in attendance. The General Manager shall notify the Board of Trustees of all proposed senior management appointments in advance, and the Board may, by majority vote, override such proposals. For purposes of this paragraph, "senior management" positions shall be the General Manager of Golf, Director of Public Works, Director of Finance, Diamond Peak Ski Resort General Manager, Director of Administrative Services, Director of Human Resources, and Director of Information Technology.
- C. Information on personnel actions relating to non-department head positions will be provided on an as-requested basis.
- D. Trustees are encouraged to express their opinion and/or concerns on any personnel matter to the General Manager or the Director of Human Resources in private. Trustees, individually or as a body, will refrain from directly intervening in or publicly influencing any personnel matter within the jurisdiction of the General Manager.
- E. Trustees will exercise their authority to direct Staff, collectively, through the General Manager, at Board meetings. Individual Trustees shall refrain from directing or attempting to directly supervise Staff. This policy statement is not intended to prevent individual Trustees from occasionally making suggestions to supervisor Staff, when such suggestions do not imply supervisory direction.
- F. All union matters, other than overall negotiation strategy, will be handled by the General Manager. The Board will maintain responsibility for establishing overall negotiation strategy and approving final union contracts.
- G. The Board of Trustees shall oversee and manage the work of the General Counsel. The General Counsel shall report to the Board.
- H. The General Manager shall recommend, and the Board of Trustees shall consider

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**POLICY AND PROCEDURE RESOLUTION NUMBER 142**

**RESOLUTION 1898**

**PERSONNEL MANAGEMENT**

and establish, salary ranges for all non-contract, full-time permanent employment classifications. Salary ranges shall be based upon objective criteria not specific to individual employees, relating to union contracts, market conditions, cost of living, budgetary considerations, legal considerations, and job descriptions.

- I. The General Manager, in conjunction with the Director of Human Resources, shall set a specific salary for each employee within the salary range established by the



## **POLICY AND PROCEDURE RESOLUTION NUMBER 142**

### **RESOLUTION 1898**

#### **PERSONNEL MANAGEMENT**

Board of Trustees. Specific salaries shall be based upon employee-specific information, including qualifications, experience, longevity, and performance evaluations.

- J. The Board of Trustees shall exercise its exclusive power to create full-time permanent employment positions, considering the recommendations, if any, of the General Manager. The General Manager shall establish, and as deemed necessary, amend detailed job descriptions for positions of employment. The General Manager may create temporary, seasonal and part-time positions of employment, and the wages and terms of employment thereof, subject to general personnel policies, budgetary considerations, Board policies, and union contracts.
- K. The General Manager should advise and discuss with the Board of Trustees but shall have the authority to establish and revise chains of command, reporting relationships among personnel, organization charts, and other structural matters pertaining to the organization of the District, provided that the Board of Trustees shall exercise the exclusive power to create or abolish operating departments of the District. The Board's power shall be exercised by resolution. Where such actions pertain to full-time permanent personnel, the General Manager shall notify the Board of Trustees of the actions in advance, and the Board may, by majority vote, override such proposals.
- L. The General Manager may eliminate positions, combine positions, lay off personnel, or reduce work hours, as deemed necessary to maintain a balanced budget, improve efficiency, or accomplish other administrative objectives, subject to general personnel policies, union contracts, legal considerations, or Board policy. Again, where such actions pertain to full-time permanent personnel, the General Manager shall notify the Board of Trustees of the actions in advance, and the Board may, by majority vote, override such proposals.



## **POLICY AND PROCEDURE RESOLUTION NUMBER 142**

### **RESOLUTION 1898**

#### **PERSONNEL MANAGEMENT**

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##### **III. GENERAL OBJECTIVES**

The Board hereby establishes the following general personnel objectives for IVGID.

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### **RESOLUTION 1898**

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#### **IV. PROCEDURES**

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The following procedures shall govern the personnel practices of IVGID:



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### **RESOLUTION 1898**

#### **PERSONNEL MANAGEMENT**

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## **POLICY AND PROCEDURE RESOLUTION NUMBER 142**

### **RESOLUTION 1898**

#### **PERSONNEL MANAGEMENT**

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### **RESOLUTION 1898**

#### **PERSONNEL MANAGEMENT**

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- J. The Board of Trustees shall exercise its exclusive power to create full-time permanent employment positions, considering the recommendations, if any, of the General Manager. The General Manager shall establish, and as deemed necessary, amend detailed job descriptions for positions of employment. The General Manager may create temporary, seasonal and part-time positions of employment, and the wages and terms of employment thereof, subject to general personnel policies, budgetary considerations, Board policies, and union contracts.
- K. The General Manager should advise and discuss with the Board of Trustees but shall have the authority to establish and revise chains of command, reporting relationships among personnel, organization charts, and other structural matters pertaining to the organization of the District, provided that the Board of Trustees shall exercise the exclusive power to create or abolish operating departments of the District. The Board's power shall be exercised by resolution. Where such actions pertain to full-time permanent personnel, the General Manager shall notify the Board of Trustees of the actions in advance, and the Board may, by majority vote, override such proposals.
- L. The General Manager may eliminate positions, combine positions, lay off personnel, or reduce work hours, as deemed necessary to maintain a balanced budget, improve efficiency, or accomplish other administrative objectives, subject to general personnel policies, union contracts, legal considerations, or Board policy. Again, where such actions pertain to full-time permanent personnel, the General Manager shall notify the Board of Trustees of the actions in advance, and the Board may, by majority vote, override such proposals.

**MEMORANDUM**

**TO:** Board of Trustees

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

**FROM:** Mike Gove, Director of IT/IS

**SUBJECT:** Review, Discuss, and Authorize staff to execute a Purchase Order to procure two Nutanix Server Clusters and Host Operating System Licenses with 3 years of manufacture support to replace current end of life systems. – FY25 Capital Improvement Project; Fund: General Division: Administration; Project # 1213CO2606; Vendor: SHI International in the amount of \$274,999.69. (Requesting Staff Member: Director of Information Technology Mike Gove)

**DATE:** July 10, 2024

---

**I. RECOMMENDATION**

Review, Discuss and Authorize staff to execute a Purchase Order to procure two Nutanix Server Clusters and Host Operating System Licenses with 3 years of manufacture support to replace current end of life systems. – FY25 Capital Improvement Project; Fund: General Division: Administration; Project # 1213CO2606; Vendor: SHI International in the amount of \$274,999.69

**II. BACKGROUND**

The District's Virtual Server infrastructure operates 71 Virtual Servers that provide digital services for the entire District. The virtual server clusters are divided between the two data centers, one at the Administration Building and one at the Public Works building. The current server hardware, placed into operation in August of 2019, will reach its end of life in August of '24, with an end of support from the manufacturer following in December of '24. In addition to this, the host operating system licenses on the current clusters are set to expire July 27th, 2024 – 5 years after they were initially purchased. The proposed clusters are

Hardware copies of the current system. This has been intentionally done to allow the current Microsoft Server licenses to be transitioned to these clusters upon installation. As staff continue to push services to the cloud, the District's need for on premise computing and storage hardware of this caliber will lessen as such, the costs of replacement, operation, and support will follow.

Staff have worked with the Vendor to receive a temporary extension of the current cluster licenses and support to allow for shipment, installation, and migration times once this item has been authorized.

### **III. BID RESULTS**

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute (NRS) 332.115 as described in subsections (g) Hardware and associated peripheral equipment and devices for computers and (h) software for computers. In addition, this proposal is being competitively procured under the public sector pre-negotiated Omnia Partners - IT Solutions Contract #: 2018011-02 as reflected in the attached quote.

### **IV. FINANCIAL IMPACT AND BUDGET**

This item has been on the CIP plan since 2019, when the current hardware was budgeted, purchased, and implemented. Staff will be adding a 2-year license and support extension to the budget for FY28 which will enable the District to receive the five years of expected services from this project's investment.

### **V. ALTERNATIVES**

Due to the criticality of these clusters to the District's operations, any alternative would have catastrophic results for the District's hosted digital business processes.

### **VI. COMMENTS**

The criticality of this item, without authorization to move forward, would result in all of the onsite hosted digital business processes to cease to operate after July 27th, 2024, when the current Host OS license and support expires; this would force the District back to "pen and paper operations".

### **VII. BUSINESS IMPACT/BENEFIT**

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

### **VIII. ATTACHMENTS**

1. Nutanix Server Quote - SHI

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

Authorization to procure the needed Hardware and Software licenses and support.



Pricing Proposal  
 Quotation #: 24974486  
 Created On: 6/13/2024  
 Valid Until: 7/13/2024

## NV-Incline Village General Improvement District

## Inside Account Executive

### Mike Gove

893 Southwood Blvd  
 Incline Village, NV 89451  
 United States  
 Phone:  
 Fax:  
 Email: mag@ivgid.org

### Camila Rodriguez

300 Davidson Ave,  
 Somerset, NJ 08873  
 Phone: 732-868-5811  
 Fax:  
 Email: camila\_rodriguez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core Nutanix - Part#: SW-NCI-PRO-PR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	108	\$872.01	\$94,177.08
2 Term in months Nutanix - Part#: TERM-MONTHS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	36	\$0.00	\$0.00
3 24/7 Production Level HW Support for Nutanix HCI appliance Nutanix - Part#: S-HW-PRD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$955.06	\$2,865.18
4 Support Term in Months Nutanix - Part#: SUPPORT-TERM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	36	\$0.00	\$0.00
5 Subscription, Nutanix Cloud Infrastructure (NCI) Pro Software License & Production Software Support Service for 1 CPU Core Nutanix - Part#: SW-NCI-PRO-PR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	108	\$872.01	\$94,177.08
6 Term in months Nutanix - Part#: TERM-MONTHS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	36	\$0.00	\$0.00
7 24/7 Production Level HW Support for Nutanix HCI appliance Nutanix - Part#: S-HW-PRD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$958.36	\$2,875.08

8	Support Term in Months Nutanix - Part#: SUPPORT-TERM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	36	\$0.00	\$0.00
9	Platform Integration Fee Nutanix - Part#: PLATFORM INTEGRATION Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
10	Platform Integration Fee Nutanix - Part#: PLATFORM INTEGRATION Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
11	NX-1365-G9 3 Node; 2x Intel Xeon-Gold 6416H processor 2.2 GHz/ 18-core/ 165W Sapphire Rapids per node Nutanix - Part#: NX-1365-G9-6416H-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$24,881.60	\$24,881.60
12	64GB Memory Module (4800MHz DDR5 RDM) Nutanix - Part#: C-MEM-64GB-4800-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	24	\$266.84	\$6,404.16
13	18TB, 3.5" HDD Nutanix - Part#: C-HDD-18TB-AB-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$445.05	\$2,670.30
14	7.68 TB SSD Nutanix - Part#: C-SSD-7.68TB-B-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$1,291.91	\$3,875.73
15	LOM Module: Broadcom 10GbE 2-port Base-T NIC (BCM 57416) Nutanix - Part#: C-LOM-10G2D1BT-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$262.01	\$786.03
16	SMC 25/10GbE, 2-port, NIC (BCM 57414);transceiver not included Nutanix - Part#: C-NIC-25G2D1-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$362.40	\$1,087.20
17	C13/C14, 10A, 4ft Power cord Nutanix - Part#: C-PWR-4FC13C14A-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$13.43	\$26.86
18	NX-1365-G9 3 Node; 2x Intel Xeon-Gold 6416H processor 2.2 GHz/ 18-core/ 165W Sapphire Rapids per node Nutanix - Part#: NX-1365-G9-6416H-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$24,463.00	\$24,463.00
19	64GB Memory Module (4800MHz DDR5 RDM) Nutanix - Part#: C-MEM-64GB-4800-CM	24	\$266.84	\$6,404.16

Contract Name: Omnia Partners - IT Solutions  
Contract #: 2018011-02

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20	18TB, 3.5" HDD Nutanix - Part#: C-HDD-18TB-AB-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	6	\$445.05	\$2,670.30
21	7.68 TB SSD Nutanix - Part#: C-SSD-7.68TB-B-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$1,299.46	\$3,898.38
22	LOM Module: Broadcom 10GbE 2-port Base-T NIC (BCM 57416) Nutanix - Part#: C-LOM-10G2D1BT-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$262.01	\$786.03
23	Mellanox 25/10GbE, 2-port, NIC (Mellanox CX6);transceiver not included Nutanix - Part#: C-NIC-25G2A2-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	\$408.22	\$1,224.66
24	C13/C14, 10A, 4ft Power cord Nutanix - Part#: C-PWR-4FC13C14A-CM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$13.43	\$26.86

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Shipping \$1,700.00  
Total \$274,999.69

### Additional Comments

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Nutanix has a no returns policy.

The following EULA applies to all Nutanix items on this quote:

- Your use of the software is subject to the Nutanix customer agreement at <https://www.nutanix.com/legal/eula>

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

- By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
- By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under*

*that applicable line item.*

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee  
District General Manager

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

**SUBJECT:** Discussion and Direction Regarding New Policy on Clubs

**DATE:** July 10, 2024

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**I. RECOMMENDATION**

That the Board of Trustees discuss and provide direction to staff regarding the attached draft policy on clubs.

**II. BACKGROUND**

During the Board of Trustees Town Hall Meeting, the Board of Trustees discussed putting together a District-wide Policy that will provide guidelines, and outline the district requirements for all clubs. The synopsis of the meeting states:

*We are hoping that the policy will address how to become a club, across the whole District (not just our Golf Clubs). The Policy will ensure transparency so that the district can then provide a list of all Clubs that operate within the district to the community, and the benefits that they receive.*

Staff have been working on identifying current District practices with respect to clubs and community groups, some of which are not memorialized in existing policy. The District has several policies that potentially relate to the subject of clubs:

- *Policy for Pricing Products and Services Practice 6.2.0.* This policy governs the philosophy by which the District will set prices for goods and services and is presently undergoing a complete rewrite.
- *Policy and Procedure No. 141, Resolution 1895, Complimentary and Discounted Use of District Facilities and Programs.* This policy allows for complimentary or discounted use of District facilities and programs for a



“local non-profit, national non-profit with a local chapter, local government agency or school district providing services to the local community [defined as Incline Village/Crystal Bay].” It has been the direction of the Board to incorporate this Policy and Procedure into the newly drafted Practice 6.2.0

- *Policy and Procedure No. 134, Service of Alcoholic Beverages at IVGID Facilities.* In general, this policy requires that facility renters who serve alcohol contract with IVGID’s Food and Beverage Department, or contract with a caterer/outside vendor for bar service. For “fundraiser” events where the major proceeds are “for the benefit of Incline Village or Crystal Bay residents,” and are not for the benefit of the sponsoring organization, and are pre-approved by the General Manager or Board of Trustees, the District may waive service charges imposed for use of bar facilities provided the events are held on specific days. The policy includes a non-exclusive list of organizations that “may be eligible.”

In terms of developing a policy governing clubs, the District is a governmental agency and is limited by the First Amendment from adopting programs or policies that infringe on the right of free association. Accordingly, the District has no reason to regulate how individuals form clubs or who can be a member of any particular club. However, the District can determine what sort of benefits it provides to clubs, including discounts, preferential reservation times, etc., and on what terms.

### III. DECISION POINTS NEEDED BY THE BOARD OF TRUSTEES

Staff seek direction from the Board related to key policy issues to include in the Policy:

- What sort of benefits does the District want to provide? Potential matters to include in the policy are:
  - Tee time reservations for clubs — when?
  - Food service discounts
  - Prioritization for venue rental, and venue rental discounts, if any
- What kind of organizations are eligible for benefits under the policy?
  - Existing district policies, including the policy of *Discounted Use of Facilities and Programs* often limit benefits to organizations that meet requirements in Internal Revenue Code section 501(c)(3). This is limited to “[c]orporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition (but only if no part of its activities involve the provision of athletic facilities or equipment)” that is not involved in political campaigning.

- Recreational and pleasure clubs are exempt under IRC section 501(c)(7), not 501(c)(3). Civic leagues (which may include recreational leagues) are exempt under IRC section 501(c)(4).
- In Nevada, many clubs may be unincorporated associations that are never formally established and have no corporate structure. (See NRS 81.740). Most of these organizations will never obtain a tax-status determination from the IRS if they have no income (e.g. organizations that do not collect dues).
- Minimum membership size?
  - Typically, the reasoning for why a club may be given a discounted rate is to drive additional utilization, with the clubs providing the benefit of driving additional usage by members.
- Will the District require that clubs be composed with a certain percentage of residents in order to obtain beneficial treatment?
  - Note this will create enforcement challenges, as club membership is likely to change over time, and District staff will likely not have resources to investigate residency beyond immediately available public record.
  - While the District should not make rules as to who can join a club, it can make rules that clubs must have a certain composition of residents to obtain discounts, for example.

#### **IV. CONSIDERATIONS TO TAKE UNDER ADVISEMENT**

Staff recommend that the policy provide the same benefits for all eligible clubs regardless of club purpose or membership, for purposes of equity, to avoid perceptions of preferential treatment to any group, and to avoid issues that may arise under the First Amendment.

Staff recommend that the policy also identify that the District will not be responsible for cash handling, collection of dues, purchases, membership payments, and that clubs will not be able to use District purchasing, as clubs are normally legally separate organizations.

#### **V. FINANCIAL IMPACT AND BUDGET**

Presently, undetermined.

#### **VI. 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.

**VII. ATTACHMENT**

Draft club policy

**POLICY AND PROCEDURE RESOLUTUION NO. \_\_\_\_**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION THAT ESTABLISHES GUIDING PRINCIPLES FOR CLUBS  
USING DISTRICT FACILITIES**

**I. DEFINITIONS**

Definition of a club – an association or organization dedicated to a particular interest or activity, i.e. "a photography club".

Definition of a recreation program – Recreation programming is "designing, staging, and delivering leisure opportunities by intervening in social interactions; by manipulating and creating environments in a manner that maximizes the probability that those who enter them will have the leisure experience they seek". For IVGID, this means support via funding and staffing.

Definition of a facility - All District facilities.

**II. RESPONSIBILITIES OF A CLUB**

Responsibilities for a Club that uses District facilities, i.e. the Chateau, Championship Golf Course, Recreation Center, Mountain Golf Course, etc. are as follows:

- A. Each club must pay some amount for the use of any IVGID facility.
- B. Each club must identify themselves to the applicable IVGID Director as either a social club or a recreational club. This is a self-identification decision.
- C. 75% of the club membership must be picture pass holders in order to receive the benefits offered by IVGID. It is up to the club leadership to submit a written verification of this requirement to the applicable IVGID Director.
- D. By-laws, rules and/or requirements to join for each club must be submitted to the applicable IVGID Director and such by-laws will become a public record available to anyone who requests them.
- E. Membership lists for each club must be submitted to the applicable IVGID Director and such membership lists will become a public record available to anyone who requests them.

**POLICY AND PROCEDURE RESOLUTUION NO. \_\_\_\_**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION THAT ESTABLISHES GUIDING PRINCIPLES FOR CLUBS  
USING DISTRICT FACILITIES**

- F. The applicable Director has the authority to approve or deny the request of any club, when forming. If the applicable Director denies a request to form a club, the club requestor can make a written appeal to the IVGID Board of Trustees which may be taken up at their next meeting depending on the agenda for that meeting. If the Board of Trustees cannot agendize this appeal at their next meeting, then it will be agendized for their following meeting. Under no circumstances will the appeal request be carried forward for longer than four Board of Trustees meetings.

**III. RESPONSIBILITIES OF IVGID**

IVGID will not be responsible for cash handling, collection of dues, purchases necessary for operating the club, payments to IVGID, etc. for a club.

IVGID will be responsible for handling dues, purchases, payments, etc. for a Recreational Program assuming that this Recreational Program collects dues from its participants which IVGID will also handle.

**IV. DISSOLUTION OF A CLUB**

Dissolution of a Club shall be the sole responsibility of the Club members themselves. The responsibility of the Club is that they must notice the applicable Director of their decision to dissolve and do so immediately upon making that decision. The applicable Director will then notify the District General Manager or their designee who in turn will notify the Board of Trustees.

**V. GOLF CLUBS**

- A. Golf Clubs need to be aware that the IVGID golf courses are paid for and maintained through a variety of revenue sources. Therefore, IVGID encourage that all golf clubs have open membership policies.
- B. Existing golf clubs at this time, known to IVGID, are Incline Village Golf Club (IVGC), Incline Village Golf Club Ladies (IVGCL), Polo Club, Teesters, Tahoe Incline Golf Club (TIGC), Mountain Niners, Working Bears, and Golfers of Incline.

**POLICY AND PROCEDURE RESOLUTUION NO. \_\_\_\_**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION THAT ESTABLISHES GUIDING PRINCIPLES FOR CLUBS  
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- C. Tee time allocations to each club at each IVGID golf course will be made based on past usage and ancillary revenue generating activities, i.e. tournaments, lunches, special events, etc. It is up to the applicable Director to provide the recommendation for each golf club 90 days following the end of the golf season for the upcoming golf season.
  
- D. Creation of new clubs will be done by; petitioning the Board of Trustees for adoption, following Policy 3.1.0 clubs will prepare the required backup material that must include, at a minimum, appropriate level of PPH at the time of petition.

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**BOARD OF TRUSTEES LONG RANGE CALENDAR**

Notes

Consent Items

Report Items

Agenda Items

<b>July 31, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 07/19; all memos materials due in by 07/23; Packet out on 07/24; agenda posted no later than 8:45 a.m. on 07/26</i></b>
FINANCE	Treasurer Report
FINANCE	Quarterly CIP Report
FINANCE	Authorization to Transact Under Blanket Purchase Orders for FY 2024/25
HR	P.O.: Vestis (Aramark Company) First Aid & Safety Kits (All Venues)
ADMIN	Board Practice 6.2.0 – Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services
COUNSEL	Possible Revisions to District Policy and Procedure 138 – RESOLUTION No. 1849; Naming/ Dedication of IVGID Facilities and Acknowledging Important Local Persons, Events, or History
FINANCE	Board Policy 8.1.0 – Capitalization of Fixed Assets
Golf	Golf Financials per Board Direction 06/12
IT	IT Server Purchase
PW	Beach House Project Food and Beverage Discussion and presentation

<b>August 14, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 08/02; all memos materials due in by 08/06; Venue Status Reports Due in folder by 08/07; Packet out on 08/08; agenda posted no later than 8:45 a.m. on 08/09</i></b>
GM	Report: GM and Venue Financial Reports and Status Reports; Update non-profit discounted use of Venues “1895 Report” (P&R and Golf)
P&R	Review, Discuss Ordinance 7 revisions and recommendations and set Public Hearing date to Adopt Ordinance 7 revisions and recommendations
PW	Beach House Project Update & Discussion

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

<b>August 28, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 08/16; all memos materials due in by 08/20; Packet out on 08/22; agenda posted no later than 8:45 a.m. on 08/23</i></b>
<b>PW</b>	Beach House Project Update & Discussion
<b>FINANCE</b>	Treasurer Report
<b>FINANCE</b>	Budget Performance Update
<b>FINANCE</b>	Monthly Financial Report
<b>FINANCE</b>	Recreation Admin Fund

<b>September 11, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 08/30; all memos materials due in by 09/03; Venue Status Reports are Due in Folder 09/04; Packet out on 09/05; agenda posted no later than 8:45 a.m. on 09/06</i></b>
<b>GM</b>	Report: GM and Venue Financial Reports and Status Reports
<b>PW</b>	Beach House Project Update & Discussion
<b>FINANCE</b>	Carry Forward

<b>September 25, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 09/13; all memos materials due in by 09/17; Packet out on 09/19; agenda posted no later than 8:45 a.m. on 09/20</i></b>
<b>PW</b>	Beach House Project Update & Discussion
<b>FINANCE</b>	Treasurer Report
<b>FINANCE</b>	Budget Performance Update

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

<b>October 9, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 09/27; all memos materials due in by 10/01; Venue Status Reports Due in folder by 10/02; Packet out on 10/03; agenda posted no later than 8:45 a.m. on 10/04</i></b>
FINANCE	Report: Tax Delinquencies for Cards to be shut-off
GM	Report: GM and Venue Financial Reports and Status Reports
Golf	Quarterly discounted use of Venues
PW	Quarterly CIP Report
PW	Beach House Project Update & Discussion
Finance	1 <sup>st</sup> Quarter Est. Acc.
CMP	Review of All Pending MOU's & Contracts to be reviewed

<b>October 30, 2024</b>	
<b><i>SCHEDULE</i></b> <b><i>*Holiday*</i></b>	<b><i>Friday, October 25<sup>th</sup> – Nevada Day *Legal Holiday</i></b> <b><i>1<sup>st</sup> draft agenda to Board Chairman on 10/11; all memos materials due in by 10/23; Packet out on 10/24; agenda posted no later than 8:45 a.m. on 10/24</i></b>
Finance	Treasurer Report
Finance	Budget Performance Update
PW	Beach House Project Update & Discussion
PW	Agreement: Professional Services for the Needs Assessment of the Snowflake Lodge Replacement

<b>November 13, 2024</b>	
<b><i>SCHEDULE</i></b> <b><i>*Holiday*</i></b>	<b><i>Monday, November 11<sup>th</sup> – Veterans Day *Legal Holiday</i></b> <b><i>1<sup>st</sup> draft agenda to Board Chairman on 11/01; all memos materials due in by 11/04; Venue Status Reports Due in folder by 11/05; Packet out on 11/07; agenda posted no later than 8:45 a.m. on 11/07</i></b>
GM	Report: GM and Venue Financial Reports and Status Reports
PW	Beach House Project Update & Discussion
P&R	Review Summer Season Rates and Performance and Review and Discuss Summer 2025 Rates for the Rec. Center Programs: Tennis Center; Golf
P&R	Review, Discuss and Provide Direction to Staff regarding Food & Beverage Service at Burnt Cedar & Incline Beachs for the Summer of 2025
	Review 2024 Summer Season Rates and Performance and Review and discuss Summer 2025 Rates for the Rec Center programs, Tennis Center and Golf?

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

November 27, 2024	
<b>SCHEDULE</b>	<i>1<sup>st</sup> draft agenda to Board Chairman on 11/15; all memos materials due in by 11/19; Venue Status Reports Due in folder by 11/20; Packet final Review 11/21; agenda posted no later than 8:45 a.m. on 11/22</i>
<b>PW</b>	Beach House Project Update & Discussion
Finance	Treasurer Report
Finance	Budget Performance Update

December 11, 2024	
<b>SCHEDULE</b>	<i>1<sup>st</sup> draft agenda to Board Chairman on 11/30; all memos materials due in by 12/03; Venue Status Reports Due in folder by 12/04; Packet final Review 12/04; agenda posted no later than 8:45 a.m. on 12/07</i>
<b>GM</b>	Report: GM and Venue Financial Reports and Status Reports
<b>PW</b>	Beach House Project Update & Discussion

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

**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	
2/8/23	Capitalization Policy 8.1	Trustee Schmitz	Assigned to the Finance Department	On Calendar for 07/31/2024
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
05/25/23	Family Tree (Ordinance 7 Review)	Trustee Schmitz		Adia Presentation?
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 Magee	Assigned to PW, Golf Operations	07/31/2024
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	Date to be determined after 2 <sup>nd</sup> training is rescheduled	
11/21/2023	Strategic Plan update	GM Magee		
07/12/2023	Waste Management	Trustee Schmitz		
03/22/2024	Ordinance 7 Reports	REC/ IT		By Feb 2025 On Calendar for 07/10/2024
03/22/2025	Marcus Faust Contract Renewal	GM Magee	Agreement Expires 05/2025	Calendar for 03/2025
03/22/2024	Report: Tax Delinquencies for Cards to be shut-off	Finance	Annually Due by October	Calendar for 10/2024
03/25/2024	Space Planning	GM		
04/10/2024	Dog Park Survey	Rec Center		
04/10/2024	Rec. Center Projects and Budget & Planning	Trustee Tulloch	Deferred Maintenance and compiled Projects and Long Range Plan/ Projection for Rec. Center	Presented 06/26
04/10/2024	Forensic Audit Results	GM	July 10, 2024?	On Calendar 07/10/2024
04/10/2024	Vacation Accrual Policy	HR/ GM		
04/10/2024	Utility Rate Study	PW		
09/2021	Review of All Pending MOU's & Contracts to be reviewed?	Trustee Schmitz		Calendar for 10/2024
05/08/2024	Agreement:North Lake Tahoe Fire Protection District	GM Magee	Defensible Space (2021 LTR); Technical Rescues (Confined Space High/Low Trench) 2021	
05/31/2024	Recreation Admin Fund	Finance/Rec./ GM	Staff to bring back with explanation to the Board of what this fund is, and what items roll into it.	
06/12	Annual Update from the Incline Tahoe Foundation	Parks and Recreation		Calendar for 08/2024
06/12	Naming Rights Policy Update	GM Magee		