

Martin Slough Multimodal Trail Contract Documents and Specifications

**Project Date October 19, 2021
PWP # DO-2022-043
Federal Project Number TAP-0005(002)**



**Douglas County
PO Box 218
Minden, NV 89423**

Martin Slough Multimodal Trail

Document

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Martin Slough Multimodal Trail

STANDARD SPECIFICATIONS

Specifications for Public Works Construction Sponsored by the Regional Transportation Commission Orange Book, 2016 Editions, As Amended. Available for download at <http://www.rtcwashoe.com/wp-content/uploads/2018/01/2016-Version-Revision-No.-9.pdf>

STANDARD PLANS

Douglas County Design Criteria and Improvement Standards Part II: Engineering Design Criteria and Improvement Standards.

Available for download at

https://www.douglascountynv.gov/government/departments/community_development/engineering_division/design_criteria_and_improvement_standards

**DOUGLAS COUNTY
MINDEN, NEVADA
Martin Slough Multimodal Trail**

ADVERTISEMENT FOR BIDS

The Douglas County Board of Commissioners invites sealed bids for the project entitled **Martin Slough Multimodal Trail**, to be received by **Douglas County Community Development**, located at **1594 Esmeralda Ave, Minden, Nevada, 89423, until 11:00 am local time on Tuesday, November 16, 2021**, at which time the Bids received will be **publicly** opened and read in Room 306 at Community Development.

This is a Federally Funded Project that consists of constructing an approximately 9,833 foot long, 10-foot wide, paved multimodal trail. As this is a federally funded project, the federal provisions control if any County or State provisions conflict with the federal provisions. Sealed bids must be submitted in accordance with the bid documents, drawings and plans, specifications and special conditions related hereto.

A **pre-bid conference** will be held at **11:00 am** local time on **November 3, 2021** located at Douglas County Community Development, **Room 306, 1594 Esmeralda Ave, Minden, Nevada 89423**. Attendance at the pre-bid is highly encouraged but **NOT** mandatory.

Plans and specifications may be examined and obtained at the following location:

ENGINEER: Jeremy J. Hutchings, PE
 1594 Esmeralda Avenue
 Minden, Nevada 89423
 ph: (775) 782-9063
 Email: jhutchings@douglasnv.us

Contract Documents are available electronically at no charge to interested Bidders, or with a non-refundable deposit of thirty dollars (\$30.00) for each hard copy. Bidders shall contact Douglas County to request electronic or hard copies of the Contract Documents. Documents will be mailed to prospective bidders, if requested, for an additional non-refundable fee of twenty-five dollars (\$25.00) for each set, to cover the cost of postage and handling.

Bid security shall be furnished in accordance with the Instruction to Bidders.

Execution of an Agreement and submittal of performance and payment bonds equal to 100% of the contract amount will be required within 10 days upon award of the contract, which is estimated to be made on **Thursday, December 16, 2021** at the Board of County Commissioners Meeting to the lowest reasonable and responsible bidder.

The Prevailing Wage Rate as established by the State Labor Commission or the Federal Prevailing Wage Rate per 29 CFR part 1926 (whichever is higher) shall be paid on projects with a contract price of \$100,000 or more. The State Labor Commissioner has assigned Public Works Project Number PWP-DO-2022-043 to this project.

+ + END OF ADVERTISEMENT FOR BIDS + +

SUGGESTED INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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INSTRUCTIONS TO BIDDERS

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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.
Douglas County Community Development
1594 Esmeralda Ave.
PO Box 218
Minden, NV 89423
 - B. *Owner* – The Owner is defined as:
Douglas County
1594 Esmeralda Ave.
PO Box 218
Minden, NV 89423
 - C. *Engineer* – The Engineer is defined as:
R.O. Anderson Engineering, Inc.
PO Box 2229
Minden, NV 89423
 - D. *Bidder* – further defined as one who is submitting a bid to complete the work as indicated in the plans and specifications.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained as stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) the completed Bidder's Qualification Statement establishing its qualifications and including information such as general financial data, previous experience, principal personnel, performance history, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the State of Nevada.
 - 1. Not required at the time of bid.
 - B. If applicable, evidence of the Bidder's valid Contractor's license of a class corresponding to the Work required.
 - 1. Not required at the time of bid.

- C. Subcontractor and Supplier qualification information. It is the Bidder's responsibility to provide information sufficient to establish that Bidder's selected subcontractors and suppliers are qualified.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *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.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - 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.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- 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 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.
- D. Bidder shall 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 shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *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 5 – BIDDER'S REPRESENTATIONS

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. if included in the bidding documents, carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider 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 if applicable, the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. certify, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. certify that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required within the time required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in

response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 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 Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released at the request of the Bidder. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall 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 seven 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 at the request of the Bidders.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening at the request of the Bidders.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 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 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 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.

- 11.02 All prices that Bidder sets forth in its Bid shall 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 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Each bidder must submit a completed List of Subcontractors on the Form furnished with the completed Bid Form. The apparent low bidder, and any other bidder so requested, shall within two (2) hours after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities (including the bidder) proposed for those portions of the Work for which such identification is required per NRS 338.141.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall 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.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid

price shall 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."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. If the corporation has a corporate seal, then the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall 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 firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall be signed by the individual and show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. The number, if any, of the license issued to the Contractor by the State Contractor's Board pursuant to chapter 624 of the NRS, shall also be shown on the Bid Form.
- A. A license is not required at the time of bid.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form

14.02 Base Bid with Alternates

- A. Bidders shall 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.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.03 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. 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.
- C. 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.

14.04 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address indicated in the Advertisement for Bids.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A 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.

- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 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, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, based upon the nature of the mistake, that Bidder may be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security, at Bidders request, prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. 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, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. 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.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 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 or pursuant to NRS 338.141.
- 19.05 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.
- 19.06 If the Contract is to be awarded, Owner will award the contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 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 Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – PROTEST BY BIDDERS

- 22.01 Any bidder may protest a pending bid award prior to award by Owner. The appellant must:
- A. Submit a written protest to the Owner within five (5) workdays after the date the recommendation to award a contract is issued by Owner or its representative.
 - B. Include, within the written protest, a statement setting forth with specificity the reason the person filing to protest believes the applicable provisions of law were violated.
 - C. Post, with the written protest, a bond with a surety meeting the requirements identified in the Supplementary Condition and authorized to do business in this state to Owner who will hold the bond or security until a determination is made on the appeal.
 - 1. The bond or other security shall be in the amount of 25% of the total dollar value of the protestor's bid, up to a maximum bond or other security amount of \$250,000.00.
 - D. Not seek any type of judicial intervention until Owner has rendered its final decision on the protest and has awarded the contract.
- 22.02 Owner will stay award actions until after the Owner has responded in writing to the protest. If the appellant is not satisfied with the response, the appellant may then protest to the Douglas

County Board of Commissioners, who will render a final decision for the Owner. No bid protests will be heard by the Board of Commissioners unless bidder has followed the protest process.

- 22.03 If the protest is upheld, the full amount of the posted bond or security will be returned to the protestor. If the protest is rejected, a claim may be made against the bond for expenses suffered by the Owner because of the unsuccessful appeal.
- 22.04 Owner is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by the protestor in a bid process.

SUPPLEMENTAL INFORMATION

Supplemental Instructions to Bidders

Note: In the event these specifications conflicts with other sections of this document, the specifications found in this section will govern.

Supplemental Instruction to Bidders

BID PREPARATION

1. This is a Federal-aid contract and the requirements for such shall apply. On a Federal-aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada in connection with the award of the contract to him.
2. Contractors and subcontractors are required to hold a valid Contractor's license of a class corresponding to the work to be done, in accordance with the provisions of NRS 624, prior to being awarded a contract.
3. Bidder's are responsible to comply with all Federal, State, County and Local laws, statutes, policies and procedures required to perform the scope of work. All bidders must comply with the requirements of doing business in Nevada, as directed by the Office of the Secretary of State (including a State Business License), and any other County or Local agencies as may be applicable.
4. All Contractors doing business in Nevada must have a Federal Tax Identification Number.
5. The following signed certification is required of the person, firm, association or corporation in order for the bid to be considered responsive:
 - Anti-Collusion Affidavit
 - Restrictions on Lobbying Using Appropriated Federal Funds
 - Bidder Disadvantaged Business (DBE) Information
 - Bidder Subcontractor Information (5%)
 - Bidder Subcontractor Information (1%)
 - List of Subcontractors and Suppliers Bidding

BIDDING REQUIREMENTS AND CONDITIONS

1. **Contents of Proposal Forms.** Upon request, Douglas County will furnish the prospective bidder with a proposal form. This form will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which unit bid prices are invited. The proposal form will state the time in which the work must be completed, the amount of the proposal guaranty, and the date, time, and place of the opening of proposals. The form will also include any special provisions or requirements which vary from or are not contained in the standard specifications.

All papers bound with or attached to the proposal form are considered a part thereof and do not detach or alter them when submitting the proposal.

The plans, specifications, supplemental notices to contractors and other documents designated in the proposal form will be considered a part of the proposal whether attached or not.

Pay Douglas County the sum stated in the advertisement and "Invitation to Bid" for each copy of proposal form and each set of plans. The contract documents are nonreturnable and no refund will be made. Make checks in payment for plans and specifications payable to Douglas County.

Douglas County will maintain a bidders information list, consisting of information about all firms that bid or quote Douglas County's contracts.

(a) Subcontractor Information. Comply with the following requirements:

- i. All bidders shall submit information on subcontractors which will be paid an amount exceeding 5% of the total bid on the "Bidder Subcontractor Information" form provided by Douglas County, no later than the bid opening time.
- ii. Within 2 hours after bid opening time, the 3 apparent lowest bidders shall submit information on subcontractors which will be paid an amount exceeding \$250,000.00, and on subcontractors which will be paid an amount exceeding 1% of the total bid or \$50,000, whichever is greater, on the respective "Bidder Subcontractor Information" forms provided by Douglas County.
- iii. The 3 apparent lowest bidders shall submit information on all subcontractors and suppliers that submitted a proposal to the bidder on the "List of Subcontractors and Suppliers Bidding on Douglas County Contracts" form provided by Douglas County, by 5:00 p.m. local time, on the next business day following the bid opening.
- iv. All bidders, regardless of their apparent bid ranking, shall submit the "Bidder Disadvantaged Business (DBE) Information" form, as required in the DBE Verification and Award Requirements, no later than the bid opening time. Confirmation letters, required by the DBE Verification and Award Requirements, shall be submitted no later than 5:00 p.m. local time on the next business day following the bid opening.
- v. A bidder unable to meet the DBE or SBE goal shall submit documentation which outlines their Good Faith Efforts (GFE) toward meeting the contract goal, as outlined in Bidding Requirements and Conditions. This information shall be submitted no later than 5:00 p.m. local time on the next business day following the bid opening.
- vi. A subcontractor named by the bidder who is not properly licensed for that portion of the work will be deemed unacceptable. If the subcontractor is deemed unacceptable, provide an acceptable subcontractor before the award of the contract.
- vii. All bidders shall affirm all work, other than that being performed by the subcontractors listed in the subcontractor reports, will be self-performed.

Failure to submit any of the subcontractor forms described above, with all required information, within the required time, may deem the bid non-responsive.

- 2. DBE Certification and Bidding Requirements.** This contract is subject to Title 49, Code of Federal Regulations, Part 26. Portions of those regulations are set forth in these Standard Specifications, and those regulations in their entirety are incorporated herein by this reference.

It is the policy of Douglas County that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 and Douglas County's Disadvantaged Business Enterprise Program shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. All the DBE requirements of 49 CFR Part 26 apply to this agreement.

The Contractor agrees to ensure that DBEs have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have an equal opportunity to compete for and perform contracts.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the contract. Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as Douglas County deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments.
- (b) Assessing sanctions.
- (c) Liquidated damages.
- (d) Disqualifying the Contractor from future bidding.

DBEs must be certified by the Nevada Unified Certification Program (NUCP) in accordance with 49 CFR Part 26. The Department of Transportation is an agency member of the NUCP. A list of certified DBEs may be obtained from the Department of Transportation's website at www.nevadadbe.com.

Certification as a DBE or a DBE joint venture shall be predicated on meeting the requirements of 49 CFR Part 26 and the following:

- i. The completion and submission of a Disadvantaged Business Enterprise (DBE) Certification Application and all required documents.
- ii. The submission of any additional documentation requested by the processing Agency.
- iii. The submission of any additional information which the Department of Transportation may require to determine the firm's eligibility to participate in the DBE program.

Applications for certification by the NUCP are available at the Department of Transportation's Contract Compliance Office, 1263 S. Stewart Street, Carson City, Nevada 89712 and on the Department's website at www.nevadadbe.com.

Applicants submitting a certification application shall agree to permit the Department of Transportation to audit and examine the books, records, and files of their business.

Applications for certification may be filed with the Department of Transportation at any time, however, the firm must be certified at least 5 days prior to bid opening for the project on which the firm seeks to participate to count towards any goals. The Department will process applications in an expeditious manner. The Department will submit applications to the NUCP within 90 days of receiving a completed application and all relevant reference documents.

Bidders shall be responsible for being fully informed about the requirements of the Federal DBE Regulations; particular attention is directed to the following matters:

- (a) A DBE may participate as a prime Contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies.
- (b) A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control.
- (c) A DBE must perform a commercially useful function.
- (d) Credit for a DBE vendor of materials or supplies is limited to 60% of the price unless the vendor manufactures or substantially alters the goods.
- (e) Each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.

When a DBE participates in a contract, expenditures toward DBE goals will only count if the DBE is performing a commercially useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

The value of the work actually performed by the DBE toward DBE goals will count according to the following:

- i. The entire amount of that portion of a construction contract (or other contract not covered by paragraph number 2 below) that is performed by the DBE's own forces will count. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) will count.
- ii. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, will count provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- iii. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

- iv. When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals will count.

Expenditures for materials or supplies will count toward DBE goals according to the following:

- i. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- ii. If the materials or supplies are purchased from a DBE regular dealer, 60% of the cost of the materials or supplies will count. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Determination of whether a DBE trucking company is performing a useful function and the expenditures that count toward DBE goals will be as follows:

- i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- v. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract (one to one rule for trucking).
- vi. For trucks leased to the DBE from either a DBE or non-DBE firm, the lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DBE subcontractors submitted by the prime Contractor as meeting the requirements of this Subsection must have a license, for the type and quantity of work to be performed by said DBE subcontractor, issued by the appropriate agency prior to the bid opening.

Upon bid submittal, by the prime Contractor, the prime Contractor becomes committed to those certified DBE firms listed in the bid proposal on the "Bidder Disadvantaged Business (DBE) Information" form.

Verify that all representations made concerning DBE subcontractors are in conformance with the State Contractors' Board Rules and Regulations as well as other Federal and State laws and regulations.

Begin procedures for licensing early enough to insure that DBE subcontractors are properly licensed prior to the time of the bid opening.

A bidder unable to meet the DBE goal shall submit documentation which outlines in detail good faith efforts to meet the goal. The bidder must show that it took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. Douglas County will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. Some efforts which may be shown are as follows:

- (a) Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBEs of contracting and subcontracting opportunities.
- (b) Whether the Contractor advertised in general circulation, trade association and minority-focus media concerning the subcontracting opportunities.
- (c) Efforts to negotiate with DBEs for specific sub-bids including at a minimum:
 - i. The names, addresses, telephone numbers, and dates the DBEs were contacted and the DBEs response.
 - ii. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - iii. A statement of why additional agreements with DBEs were not reached.
- (d) Whether the Contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.
- (e) Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation).

- (f) Whether the Contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
- (g) Whether the Contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their qualifications.
- (h) Whether the Contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or Contractor.
- (i) Whether the Contractor effectively used the services of available minority community organizations; minority contractors' groups; local, State, and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

AFFIRMATIVE ACTION

Douglas County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Douglas County hereby notifies all bidders that it will not discriminate in the award of this contract on the basis of race, color, national origin, religion, sex or handicap.

Douglas County will on its own initiative, take affirmative action, including the imposition of contract sanctions and the initiation of appropriate legal proceedings under any applicable State or Federal law to achieve equal employment opportunity on all Projects and will actively cooperate with the Federal Highway Administration in all investigations and enforcement actions undertaken by the Federal Highway Administration. In conjunction with the above statement, Douglas County will not issue plans to an irresponsible bidder. Subsection (B) of Section 112 of Title 23 United States Code has been amended by adding at the end thereof, the following: "Contracts for the construction of each project shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting established criteria of responsibility."

Douglas County will, in addition to the other Equal Employment Opportunity provisions which are enumerated elsewhere in the Contract Documents, require an affirmative action program from each Contractor who holds an individual contract or subcontract, in excess of \$10,000.00, in accordance with the requirements in FHWA Form 1273.

The following requirements apply to the person, firm, association or corporation in order for the bid to be considered.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The following goal for female utilization shall be included in all Federal and Federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's aggregate on-site construction work force

whether or not part of that work force is performing work on a Federal or Federally assisted construction contract or subcontract.

FEMALE PARTICIPATION STATEWIDE

Time Period	Goal
Until further notice	6.9%

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or Federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each non-exempt Contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, Federally assisted or non-Federally related project, contract or subcontract.

Construction Contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such Contractors are required to comply with the applicable Standard Metropolitan Statistical Area (SMSA) or Economic Area (EA) goal contained herein.

NEVADA ECONOMIC AREA

SMSA Counties, NV Clark	13.9%
163 Las Vegas, NV	
4120 Las Vegas, NV	
Non-SMSA Counties, NV Esmeralda, NV Lincoln, NV Nye	12.6%
SMSA Counties, NV Washoe	8.2%
164 Reno, NV	
6720 Reno, NV	
Non-SMSA Counties, NV Churchill, NV Douglas,	9.2%
NV Elko, NV Eureka, NV Humboldt, NV Lander,	
NV Lyon, NV Mineral, NV Pershing, NV Storey,	
NV White Pine, NV Carson City	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goal for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to Douglas County and the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

DISADVANTAGED BUSINESS ENTERPRISES

The bidder's attention is directed to the Code of Federal Regulations, 49 CFR, Part 26. This project is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule." The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have an equal opportunity to participate in the performance of the contracts and subcontracts financed in whole or in part with Federal funds. The requirements for compliance are contained in the Bidding Requirements and Conditions listed above, and the Award and Execution of Contract in the Supplemental LPA Specifications.

Bidders are required to submit the Bidder Disadvantaged Business or Small Business Enterprise (DBE/SBE) Information form at the time of bid submittal. Good Faith Effort (GFE) supplemental documentation must be submitted to Douglas County no later than 5:00 pm on the next business day following the bid opening.

BUY AMERICA

In accordance with Title 23 CFR 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin

CLEAN WATER ACT

The bidder's attention is directed to Sections 401 and 404 of the Clean Water Act (CWA). This contract must be constructed under a United States Army Corps of Engineers nationwide permit obtained by Douglas County subject to conditions outlined in Subsection 108.04 of the Standard Specifications. This contract must be constructed pursuant to the Nevada Division of Environmental Protection's 401 Water Quality Certification obtained by Douglas County. Compliance with all rules, regulations, special stipulations and laws pertaining to the CWA shall be the responsibility of the Contractor.

If, in the duration of this contract, any change to the project is considered, the party proposing the change shall be responsible for (1) insuring that the project continues in compliance with Sections 401 and 404 of the CWA and (2) any resultant delays and/or increased costs.

CLEAN AIR REQUIREMENTS

Compliance with all rules, regulations, special stipulations, and laws pertaining to air quality shall be the responsibility of the Contractor and the cost of said compliance will be measured and paid for as specified in Section 637. Contractor penalties associated with non-compliance of these rules, regulations, special stipulations and laws shall not be sufficient cause for increases in costs or time to the contract.

OSHA/MSDS REQUIREMENTS

In compliance with the multi-employer worksite provisions of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard 29 CFR Part 1910.1200 (e) (2) the Contractor is required to provide current Material Safety Data Sheets (MSDS) for all hazardous chemicals [as defined in 29 CFR Part 1910.1200 (c)] to be used by the Contractor in this contract. It will be the Contractor's responsibility to submit a list of all hazardous chemicals to be used on this contract 7 days in advance of the pre-construction conference. MSDS must be submitted prior to the beginning of any phase of work which requires the use of the hazardous chemical. An MSDS shall be submitted prior to use of the hazardous chemical on the contract, for any additional hazardous material not covered by the original list.

STANDARDIZED CHANGED CONDITION CLAUSES

(1) Differing site conditions.

- a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- b. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) Suspensions of work ordered by the engineer.

- a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- b. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

- c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment with the time prescribed.
 - d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (3) *Significant changes in the character of work*
- a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
 - b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
 - c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
 - d. The term “significant change” shall be construed to apply only to the following circumstances:
 - i. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - ii. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

NON-COLLUSION PROVISION - 23 CFR 635.112(F)

The LPA shall include a non-collusion provision substantially as follows in the bidding documents:

“Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.”

POSTINGS AND NOTICES

Notices and posters are to be placed in:

- *areas readily accessible to the public and employees (per 23 CFR 230.121);*
- *on the site of the public work in a place generally visible to the workmen (per NRS 338.020);*
- *shall be posted at all times by the contractor and its subcontractors at the site of the work in prominent and accessible place where it can be easily seen by the workers...on bulletin boards accessible to all employees at each location where construction work is performed (41 CFR 60-4.3); and*
- according to Section 110.01 of the Standard Specifications for Road and Bridge Construction, the contractor is to provide and erect a weatherproof bulletin board at the job site and post all required information thereon.

Required Postings:

1. The EEO policy statement with the appointment of the EEO officer with their contact information.
2. Prevailing Wage Rates (both State and Federal) specific to the project.
3. Current Federal postings and notices found here: <https://www.fhwa.dot.gov/programadmin/contracts/poster.cfm>
4. Current State postings and notices can be found here:
http://labor.nv.gov/Employer/Employer_Posters/
5. A List of Emergency services phone numbers. If the project is in a 911 accessible area, post a notice that 911 should be called in an emergency.

The prime contractor is responsible for providing a weatherproof bulletin board or fixture to display EEO policy information, wage decisions, required State and Federal postings and information on various employee rights, protections and appeals. The bulletin board must be located within the limits of the project, easily visible to the public and employees (of both the prime and any subcontractors), and be accessible during construction of the project (installed on or before the notice to proceed date and removed at construction completion).

Some projects do not lend themselves to a stationary bulletin board as the project limits are extensive and/or the project moves frequently. In such cases, alternative methods of posting must be determined. The alternative posting method must still meet the requirements of a stationary fixture as above.

The bulletin board or fixture cannot be located inside an office, construction trailer, or in a vehicle. Please consult with the project Resident Engineer or with the Contract Compliance office to assist in determining if a fixture will meet the requirements stated.

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

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

2021 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2020

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021*

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)

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

[AIR BALANCE TECHNICIAN](#)
[ALARM INSTALLER](#)
[BOILERMAKER](#)
[BRICKLAYER](#)
[CARPENTER](#)
[CEMENT MASON](#)
[ELECTRICIAN-COMMUNICATION TECH.](#)
[ELECTRICIAN-LINE](#)
[ELECTRICIAN-NEON SIGN](#)
[ELECTRICIAN-WIREMAN](#)
[ELEVATOR CONSTRUCTOR](#)
[FENCE ERECTOR](#)
[FLAGPERSON](#)
[FLOOR COVERER](#)
[GLAZIER](#)
[HIGHWAY STRIPER](#)
[HOD CARRIER-BRICK MASON](#)
[HOD CARRIER-PLASTERER TENDER](#)
[IRON WORKER](#)
[LABORER](#)
[LUBRICATION AND SERVICE ENGINEER
\(MOBILE AND GREASE RACK\)](#)

[MECHANICAL INSULATOR](#)
[MILLWRIGHT](#)
[OPERATING ENGINEER](#)
[OPERATING ENG. STEEL](#)
[FABRICATOR/ERECTOR](#)
[OPERATING ENGINEER-PILEDRIIVER](#)
[PAINTER](#)
[PILEDRIIVER \(NON-EQUIPMENT\)](#)
[PLASTERER](#)
[PLUMBER/PIPEFITTER](#)
[REFRIGERATION](#)
[ROOFER \(Does not include sheet metal roofs\)](#)
[SHEET METAL WORKER](#)
[SOIL TESTER \(CERTIFIED\)](#)
[SOILS AND MATERIALS TESTER](#)
[SPRINKLER FITTER](#)
[SURVEYOR \(NON-LICENSED\)](#)
[TAPER](#)
[TILE /TERRAZZO WORKER/MARBLE MASON](#)
[TRAFFIC BARRIER ERECTOR](#)
[TRUCK DRIVER](#)
[WELL DRILLER](#)

Nevada Revised Statutes (NRS) 338.010(21) “Wages” means:

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

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.

“Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see NRS 338.010 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

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

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

Zone Rates

The zone rate has been added to each applicable craft.

Premium Pay

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

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-union Rate
AIR BALANCE TECHNICIAN		
Air Balance Technician-Journeyman		Union 66.45
Air Balance Technician-Foreman		70.28
Air Balance Technician-General Foreman		74.10
See AIR BALANCE TECHNICIAN JOB DESCRIPTION		
ADD ZONE RATE		
In addition to AIR BALANCE TECHNICIAN rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:		
Zone 1-	1 to 75 miles	\$0.00 (including the City of Fallon and the Fallon Naval Air Base)
Zone 2-	75 to 100 miles	\$5.00
Zone 3-	over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.
A separate free zone will be established for employees permanently residing and working within a Seventy-Five (75) miles radius of the Elko County Courthouse , Nevada. Any work performed outside the Seventy-Five (75) miles radius from the Elko County Courthouse should be pay at Zone 3 Rate, the employee shall be provided reasonable lodging and meal expenses.		
Zone 1-	1 to 75 miles	\$0.00
Zone 2-	over 75 miles	\$10.00 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:		
<ol style="list-style-type: none"> 1. For all hours worked over Eight (8) Hours in one day or shift. 2. For the first Eight (8) Hours work on Saturday. 		
All hourly rates are subject to Double Time of the Regular Rate:		
<ol style="list-style-type: none"> 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. 		
ALARM INSTALLER		Non-Union
Alarm Installer		32.57
ALARM INSTALLER		
Includes but is not limited to:		
<ol style="list-style-type: none"> 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; 		

BOILERMAKER	Non-Union						
Boilermaker	67.92						
<p>BOILERMAKER Includes but is not limited to:</p> <ol style="list-style-type: none"> 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. 							
BRICKLAYER	Union						
Bricklayer-Journeyman	45.73						
Bricklayer-Foreman	46.98						
Bricklayer-General Foreman	48.73						
<p>See BRICKLAYER JOB DESCRIPTION</p> <p>ADD ZONE RATE In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:</p> <table style="width: 100%;"> <tr> <td>Free Zone 1-0-34 Miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Zone 1-35-75 Miles</td> <td style="text-align: right;">\$2.50</td> </tr> <tr> <td>Zone 2-Over 75 Miles</td> <td style="text-align: right;">\$8.12</td> </tr> </table> <p>ADD PREMIUM PAY</p> <p>Section A. Hours. The standard workday shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m.,</p> <p>Section B. Overtime All work in excess 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 will 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 (2x) after ten (10) hours in a single day.</p> <ol style="list-style-type: none"> 1. Employees will be paid double time for hours worked on Union recognized Holidays. 2. Employees will be paid double time on Sundays. 3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall be paid at double the applicable hourly rate. <p>Section C.</p> <ol style="list-style-type: none"> 1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight-hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m. 		Free Zone 1-0-34 Miles	\$0.00	Zone 1-35-75 Miles	\$2.50	Zone 2-Over 75 Miles	\$8.12
Free Zone 1-0-34 Miles	\$0.00						
Zone 1-35-75 Miles	\$2.50						
Zone 2-Over 75 Miles	\$8.12						

2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents (\$.50) per hour for each of those eight hours.

3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents (\$3.25) for each of those seven hours.

4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.

Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

CARPENTER	Union
Carpenter-Journeyman	51.26
Carpenter-Foreman	54.56
Carpenter- General Foreman	58.19

See CARPENTER JOB DESCRIPTION

ADD ZONE RATE

(Building and Heavy Highway and Dam Construction)

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

Zone 1-	0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2-	75 to 150 miles	\$4.00
Zone 3-	150 to 300 miles	\$5.00
Zone 4-	over 300 miles	\$6.00

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate.

CEMENT MASON	Union
Cement Mason-Journeyman	45.12
Cement Mason-Foreman	48.37

See CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-	0-90 miles	\$0.00
Zone 2-	91 miles and over	\$6.00

ADD PREMIUM PAY

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

ELECTRICIAN-COMMUNICATION TECHNICIAN	Union
Communication Installer	38.52
Communication Technician	42.50
Senior Technician	45.59

See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1- 0-70 miles	\$0.00
Zone 2- 71-90 miles	\$5.00
Zone 3 - 91 miles and over	\$7.00

ADD PREMIUM PAY

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

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

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

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

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

ELECTRICIAN-LINE	Union
Electrician-Groundman	42.28
Electrician-Lineman	64.02
Electrician-Foreman	70.19
Electrician-General Foreman	76.56

Heavy Equipment Operator	52.19
See ELECTRICIAN LINEMAN JOB DESCRIPTION	
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.	
ELECTRICIAN-NEON SIGN	Union
Electrician-Neon Sign	54.44
<p>ELECTRICIAN-NEON SIGN, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Installing, servicing and repairing plastic, neon and illuminated signs; 2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction; 3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools; 4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair; <p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift. 2. For up to 8 hours worked on Saturday from midnight to midnight. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday. 2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays. <p>SHIFT DIFFERENTIAL Second Shift (Swing) will be an additional \$0.75 cents per hour. Third Shift (Graveyard) will be an additional \$1.00 per hour.</p> <p>HIGH TIME (Working at heights)</p> <ol style="list-style-type: none"> 1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.25 per hour in addition to their normal rate for a minimum of 2 hours. 2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$3.25 per hour in addition to their normal rate for a minimum of 4 hours. <p>FOREMAN</p> <ol style="list-style-type: none"> 1. First employee on the job must have a CDL and Welder certification and shall be paid \$1.00 per hour in addition to their normal rate of pay. 2. When supervising (5) or more workers shall be paid an additional \$1.25 per hour. 	
ELECTRICIAN-WIREMAN	Union
Wireman	61.64
Cable Splicer	65.91
Wireman-Foreman	65.91
Wireman-General Foreman	70.18

See ELECTRICIAN-WIREMAN JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-	0-70 miles	\$0.00
Zone 2-	71-90 miles	\$8.00
Zone 3 -	90 miles and over	\$10.00

ADD PREMIUM PAY

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

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

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

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

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid

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

ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	110.13
Elevator Constructor-Mechanic in Charge	119.55

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting prefabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

ADD PREMIUM PAY

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

FENCE ERECTOR	Union
Fence Erector	42.18

FENCE ERECTOR

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;

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

FLAGPERSON	Union
Flagperson	39.06

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;

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

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

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

ADD PREMIUM PAY

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

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

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

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

FLOOR COVERER	Union
Floor Coverer-Journeyman	46.44
Floor Coverer-Foreman	48.76

See FLOOR COVERER JOB DESCRIPTION

ADD PREMIUM PAY

Shift work

1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00 p.m. and 6:00 a.m. The Union must be notified in advance before utilizing shift work on a particular job.

One and one half (1 ½) time -shall be calculated using one (1) hour of the taxable net wage and one half (1/2) the base wage (Article 23, section 5), to be paid for all time:

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

Double time -shall be calculated using one (1) hour of the taxable net wage and one (1) of the base wage (Article 23, section 5), to be paid for all time:

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

GLAZIER	Non-Union
Glazier Journeyman	25.03

GLAZIER

Includes but is not limited to:

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

HIGHWAY STRIPER	Union
Highway Striper	44.68

See HIGHWAY STRIPER JOB DESCRIPTION

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

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

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

ADD PREMIUM PAY

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

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.

HOD CARRIER-BRICK MASON TENDER	Union
Brick Mason-Journeyman	41.98
Brick Mason-Foreman	42.38

See HOD CARRIER-BRICK MASON TENDER JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-	35 to 75 miles	\$1.25
Zone 2-	76 miles and over	\$7.50

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:

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

HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	42.77
Plasterer Tender-Gun Tender	43.77
Plasterer Tender-Foreman	44.13

See HOD CARRIER-PLASTERER JOB DESCRIPTION

ADD ZONE RATE

In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:

Zone 1	1-70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

ADD PREMIUM PAY

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

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

IRON WORKER	Union
Ironworker-Journeyman	74.49
Ironworker-Foreman	78.59
Ironworker-General Foreman	83.10

See IRON WORKER JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-	60 - 75 Miles	\$3.13
Zone 2-	75 - 100 Miles	\$6.26
Zone 3-	100 miles and over	\$7.50

SEE AMENDMENT 1 FOR TRAVEL REIMBURSEMENT

Travel Reimbursement First Day In/ Last Day Out

Zone 1 -	60 - 75 Miles	\$25.00
Zone 2-	75 - 100 Miles	\$50.00
Zone 3-	100 miles and over	\$60.00

Each additional 50 miles \$25.00

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

LABORER	Union
SEE GROUP CLASSIFICATIONS	
Landscaper	36.77
Furniture Mover	38.27
Group 1	41.93
Group 1A	39.06
Group 2	42.03
Group 3	42.18
Group 4	44.43
Group 4A	44.93
Group 5	42.73
Group 6	
Nozzlemen, Rodmen	41.73
Gunmen, Materialmen	42.13
Reboundmen	41.78
Gunite Foremen	42.83

See LABORER JOB DESCRIPTION

ADD ZONE RATE

LABORER (Highway and Dam Construction only)

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

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

LABORER (Building Construction)

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

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

ADD PREMIUM PAY

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

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

LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)	Union
Lubrication and Service Engineer (mobile and grease rack)	62.81

ADD ZONE RATE

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

Zone 1-	0 to 75 miles	\$0.00
Zone 2-	75 to 150 miles	\$4.00
Zone 3-	150 to 300 miles	\$5.00
Zone 4-	301 miles and over	\$6.00

ADD PREMIUM PAY

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

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

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

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

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

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

MECHANICAL INSULATOR	Union
Mechanical Insulator-Mechanic	67.85
Mechanical Insulator-Foreman	71.85
Mechanical Insulator-General Foreman	73.85

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;

2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

ADD ZONE RATE

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

Zone 1-	0-20 miles	\$1.25
Zone 2-	21-40 miles	\$2.50
Zone 3-	Over 40 miles	\$10.63

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.

MILLWRIGHT	Union
Millwright	66.36
Millwright–Welder	67.36
Millwright-Foreman	70.23
Millwright-General Foreman	74.49

See MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-	1 to 15 miles	\$0.00
Zone 2-	15 to 35 miles	\$2.50
Zone 3-	over 35 miles	\$4.25

ADD PREMIUM PAY

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

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

OPERATING ENGINEER	Union
<u>SEE GROUP CLASSIFICATIONS</u>	

Group 1	57.79
Group 1A	60.55
Group 2	61.08
Group 3	61.35
Group 4	62.09
Group 5	62.39
Group 6	62.56
Group 7	62.81
Group 8	63.40
Group 9	63.72
Group 10	64.07
Group 10A	64.26
Group 11	64.50
Group 11A	66.14
Group 11B	66.95
Foreman	66.14
Add 12.5% to base rate for "Special" shift	

OPERATING ENGINEER, includes but is not limited to:

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

ADD ZONE RATE

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

Zone 1-	0 to 75 miles	\$0.00
Zone 2-	75 to 150 miles	\$4.00
Zone 3-	150 to 300 miles	\$5.00
Zone 4-	301 miles and over	\$6.00

ADD PREMIUM PAY

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

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

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

as Sunday hours.

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

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

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

OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR	Union
SEE GROUP CLASSIFICATIONS	
Group 1	73.09
Group 1 Truck Crane Oiler	66.92
Group 1 Oiler	64.96
Group 2	71.58
Group 2 Truck Crane Oiler	66.67
Group 2 Oiler	64.75
Group 3	70.34
Group 3 Truck Crane Oiler	66.45
Group 3 Oiler	64.53
Group 3 Hydraulic	66.12
Group 4	68.61
Group 5	67.51
Add 12.5% to base rate for "Special" Shift	

OPERATING ENGINEER, included but is not limited to:

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

ADD ZONE RATE

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

Zone 1-	0 to 75 miles	\$0.00
Zone 2-	75 to 150 miles	\$4.00
Zone 3-	150 to 300 miles	\$5.00
Zone 4-	301 miles and over	\$6.00

ADD PREMIUM PAY

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

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

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

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

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

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

OPERATING ENGINEER -PILED RIVER	Union
<u>GROUP CLASSIFICATIONS</u>	
Group 1	72.56
Group 1 Truck Crane Oiler	67.10
Group 1 Oiler	65.18
Group 2	71.02
Group 2 Truck Crane Oiler	66.89
Group 2 Oiler	64.98
Group 3	69.57
Group 3 Truck Crane Oiler	66.67
Group 3 Oiler	64.75
Group 4	68.06
Group 5	66.95
Group 6	65.84
Group 7	64.88
Group 8	63.92
Add 12.5% to base for "Special" Shift	

OPERATING ENGINEER, includes but is not limited to:

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

ADD ZONE RATE

In addition to: **OPERATING ENGINEER PILED RIVER** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse:

Zone 1-	0 to 75 miles	\$0.00
Zone 2-	75 to 150 miles	\$4.00

Zone 3-	150 to 300 miles	\$5.00
Zone 4-	301 miles and over	\$6.00

ADD PREMIUM PAY

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

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

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

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

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

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

PAINTER	Union
Brush/Roller Painter	43.14
Spray Painter/Paperhanger	44.63
Sandblaster	44.68
Structural Steel & Steeplejack	44.68
Swing Stage	45.14
Special Coating Application-Brush	45.19
Special Coating Application-Spray	45.19
Special Coating Application-Spray Steel	45.19
Foreman	\$1.00 above highest Journeyman

See PAINTER JOB DESCRIPTION

ADD PREMIUM PAY

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

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.

2. For any hours worked on Saturday from midnight to midnight

3. For any work performed in excess of the regular work week of forty (40) hours.

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

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

PILEDRIVER	Union
Piledriver-Journeyman	51.76
Piledriver-Welder	52.76
Piledriver-Foreman	55.11
Piledriver-General Foreman	58.80
Tender	55.11
Stand-By Diver	56.11
Diver-Diving (Wet Pay)	93.96

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

ADD ZONE RATE

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

Zone 1-	0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2-	75-150 miles	\$4.00
Zone 3-	150-300 miles	\$5.00
Zone 4	over 300 miles	\$6.00

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

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X).

All additional hours and Sundays and holidays shall be the rate of double time (2X).

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

PLASTERER	Union
Plasterer - Journeyman	46.82
Plasterer - Foreman	49.97

See PLASTERER JOB DESCRIPTION

ADD ZONE RATES

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

Zone 1-	0-70 miles	\$0.00
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Zone 2- 70 miles and over	\$8.00	
ADD PREMIUM PAY		
OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.		
NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour. FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.		
PLUMBER/PIPEFITTER		Union
Plumber/Pipefitter-Journeyman		61.15
Plumber/Pipefitter-Foreman		65.10
Plumber/Pipefitter-General Foreman		69.39
See PLUMBER/PIPEFITTER JOB DESCRIPTION		
ADD ZONE RATE		
In addition to: PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.		
Zone 1- 0 to 75 miles	\$0.00	
Zone 2- over 75 miles	\$8.00	
A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.		
Zone 1- 0 to 75 miles	\$0.00	
Zone 2- over 75 miles	\$8.00	
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
REFRIGERATION		Union
Refrigeration		55.34
See REFRIGERATION JOB DESCRIPTION		
ADD PREMIUM PAY		
Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		
ROOFER (Does not include sheet metal roofs)		Union
Roofer		40.18
ROOFER		
Includes but is not limited to:		

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

SHEET METAL WORKER	Union
Sheet Metal Worker-Journeyman	66.45
Sheet Metal Worker-Foreman	70.28
Sheet Metal Worker-General Foreman	74.10

See SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE

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

- | | | |
|---------|-----------------|--|
| Zone 1- | 1 to 75 miles | \$0.00 (including the City of Fallon and the Fallon Naval Air Base) |
| Zone 2- | 75 to 100 miles | \$5.00 |
| Zone 3- | over 100 miles | \$10.00 the employee shall be provided reasonable lodging and meal expenses. |

A separate free zone will be established **for employees permanently residing** and working within a Seventy-Five (75) miles radius of the **Elko County Courthouse**, Nevada. Any work performed outside the Seventy-Five (75) miles radius from the **Elko County Courthouse** should be pay at **Zone 3** Rate, the employee shall be provided reasonable lodging and meal expenses.

- | | | |
|---------|---------------|--|
| Zone 1- | 1 to 75 miles | \$0.00 |
| Zone 2- | over 75 miles | \$10.00 employee shall be provided reasonable lodging and meal expenses. |

ADD PREMIUM PAY

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

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

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

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

SOIL TESTER (CERTIFIED)	Non-Union
Soil Tester (Certified)	44.71
SOILS AND MATERIALS TESTER	Non-Union
Soils and Materials Tester	44.71
SPRINKLER FITTER	Non-Union
Sprinkler Fitter -Journeyman	26.27
<p>SPRINKLER FITTER Includes but is not limited to: Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.</p>	
SURVEYOR	Non-Union
Surveyor	31.68
<p>SURVEYOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements; 2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes; 3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures; 4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits. 	
TAPER	Union
Taper	46.99
Taper-Foreman (Up to 7)	50.67
Taper-Foreman (More than 8)	51.67
<p>See TAPER JOB DESCRIPTION</p> <p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted. 3. For any hours worked on Saturday from midnight to midnight <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For any hours worked on Sunday from midnight to midnight 	

2. For any hours worked on holidays from midnight to midnight	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER	Union
Tile, Terrazzo and Marble Finisher –Journeyman	34.32
Tile, Terrazzo and Marble Finisher –Foreman	35.57
Tile, Terrazzo and Marble Finisher –General Foreman	37.32
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER JOB DESCRIPTION	
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter-Journeyman	44.12
Tile Setter-Foreman	45.37
Tile Setter-General Foreman	47.12
Terrazzo/Marble Mason-Journeyman	45.62
Terrazzo/Marble Mason-Foreman	46.87
Terrazzo/Marble Mason-General Foreman	48.62
See TILE/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION	
ADD ZONE RATE In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:	
Zone 1- 0-50 Miles	\$0.00
Zone 2- 50-75 Miles	\$3.75
Zone 3- Over 75 Miles	\$8.13
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
TRAFFIC BARRIER ERECTOR	Union
Traffic Barrier Erector	41.93
TRAFFIC BARRIER ERECTOR , includes but is not limited to: Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.	
ADD LABORER ZONE RATE (Highway and Dam Construction only) In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:	

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

ADD PREMIUM PAY

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

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

TRUCK DRIVER	Non-Union
<u>Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader)</u>	
Under 4 yds. (water level)	32.16
4 yds. & under 8 yds. (water level)	32.16
8 yds. & under 18 yds. (water level)	32.16
18 yds. & under 25 yds. (water level)	32.16
25 yds. & under 60 yds. (water level)	32.16
60 yds. & under 75 yds. (water level)	32.16
75 yds. & under 100 yds. (water level)	32.16
100 yds. & under 150 yds. (water level)	32.16
150 yds. & under 250 yds. (water level)	32.16
250 yds. & under 350 yds. (water level)	32.16
350 yds. & over (water level)	32.16
<u>Transit Mix</u>	
Under 8 yds.	32.16
8 yds. & including 12 yds.	32.16
Over 12 yds.	32.16
<u>Transit Mix (Using Boom)</u>	
Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used	32.16
<u>Water & Jetting Trucks</u>	
Up to 2,500 gallons	32.16
2,500 gallons & over	32.16
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	32.16

Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed)	32.16
Heavy Duty Transport(Gooseneck low bed)	32.16
Tiltbed or Flatbed Pull Trailers	32.16
Bootman, Comb. Bootman & Road Oiler	32.16
Flat Rack (2 or 3 axle unit)	32.16
Bus & Manhaul Drivers	
Up to 18,000 lbs. (single unit)	32.16
18,000 lbs. & over (single unit)	32.16
Helicopter Pilot (transporting men/materials)	32.16
Lift Jitneys	32.16
Winch Truck & "A" Frame Drivers	
Up to 18,000 lbs.	32.16
18,000 lbs. and over	32.16
Warehousemen Spotter	32.16
Warehouse Clerk	32.16
Tire Repairmen	32.16
Truck Repairmen	32.16
Pick Up Truck & Pilot Cars (Jobsite)	32.16
Pick Up Truck & Pilot Cars (Over the road)	32.16
Truck Oil Greaser	32.16
Fuel Truck Driver	32.16
Fuel Man & Fuel Island Man	32.16
Oil Tanker	32.16
Oil Tanker with Pup	32.16
Foreman	32.16
TRUCK DRIVER	
Includes but is not limited to: Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)	
WELL DRILLER	Non-Union
Well Driller	31.27
WELL DRILLER , includes but is not limited to: <ol style="list-style-type: none"> 1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells; 2. Extending stabilizing jackscrews to support and level a drilling rig; 3. Installing water well pumps; 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information. 	

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Control Supervisor

Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided) Drillers Helper, Chuck Tender
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettleman, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver

- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry
- Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen
- Vibra-screed
- Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

Group 4

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers

Group 4A

- Foreman

Group 5

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

Group 6

- Gunit Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Heavy Duty Repairman Helper
- Oiler
- Parts man

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator

- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

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

Group 8

- Asphalt Plant Engineer
- Asphalt Milling Machine
- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- 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)
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter

Group 9

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

Group 10

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

- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

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

Group 11

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter) when used in construction work)
- Loader (over twelve (12) cu. yds.)

- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.) Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven 7 cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

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

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

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

Group 2

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

Group 3

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

Group 4

- Chicago Boom
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -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
-

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

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

2022 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

(Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine)

DATE OF DETERMINATION: October 1, 2021

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022**

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

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

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

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

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

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

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

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

Air Balance Technician	4
Alarm Installer	5
Boilermaker	6
Bricklayer	7
Carpenter	9
Cement Mason	10
Electrician – Communication Technician	11
Electrician - Lineman	13
Electrician – Neon Sign	15
Electrician - Wireman	16
Elevator Constructor	17
Fence Erector	19
Flagperson	20
Floorcoverer	21
Glazier	22
Highway Striper	23
Hod Carrier-Brick Mason	24
Hod Carrier – Plasterer Tender	25
Ironworker	27
Laborer	30
Lubrication And Service Engineer (Mobile And Grease Rack)	30
Mechanical Insulator	32
Millwright	33
Operating Engineer	35
Operating Engineer – Steel Fabricator & Erector	35
Operating Engineer – Piledriver	36
Painter	38
Piledriver (Non-Equipment)	40
Plasterer	42
Plumber/Pipefitter	43
Refrigeration	44
Roofer	45
Sheet Metal Worker	46
Soils and Material Tester	47
Sprinkler Fitter	47
Surveyor	47
Taper	48
Tile/Terrazzo Worker/Marble Mason Finisher	49
Tile/Terrazzo Worker/Marble Mason	50
Traffic Barrier Erector	52
Truck Driver	53
Well Driller	55
Group Classifications	
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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.....	68.43
Air Balance Technician-Foreman.....	72.45
Air Balance Technician-General Foreman.....	76.47

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.....32.77

JOB DESCRIPTION:

Includes but is not limited to:

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

Craft: BOILERMAKER (Union Rate)

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

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

ADD PREMIUM PAY

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

JOB DESCRIPTION:

Includes but is not limited to:

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

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

Bricklayer Journeyman.....47.88
 Bricklayer Foreman.....49.13

Zone 1	0 to 34 miles	\$0.00
Zone 2	35 to 75 miles	\$2.50
Zone 3	Over 75 miles	\$8.12

ADD PREMIUM PAY

Section A. Hours. The standard workday shall consist of eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m.,

Section B. Overtime All work in excess 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 will 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 (2x) after ten (10) hours in a single day.

1. Employees will be paid double time for hours worked on Union recognized Holidays.
2. Employees will be paid double time on Sundays.
3. Work performed on Saturday will be paid at one and one-half (1-1/2) times the regular wage rate, in accordance with Article XVII, Section D. Work performed on Saturdays in excess of eight (8) hours shall be paid at double the applicable hourly rate.

Section C.

1. The first shift shall be the regular day shift insofar as computing wage payments is concerned, and the first day shift shall work a regular eight-hour shift, with a one half-hour unpaid lunch period midway through the shift. The normal starting time for the first shift shall be between 5:30-10:00 a.m.
2. If two work shifts are established, the second shift shall consist of eight (8) hours of continuous work, with a one half-hour unpaid lunch period midway through the shift. Employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents (\$.50) per hour for each of those eight hours.
3. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents (\$3.25) for each of those seven hours.
4. Time worked in excess of seven hours on the third shift shall be paid at the appropriate overtime rate.

RECOGNIZED HOLIDAYS

Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

Job Descriptions Excerpt from Bricklayer and Allied Craftworkers Local Union No. 13 Collective Bargaining Agreement

1. BRICK MASONRY: Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials: A. The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code. B. All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, blockarching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials. C. Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall. D. All terra cotta called unit tile in sizes over 6"x12" regardless of method of installation; all quarry tile over 9"x9"x1 1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same. E. All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6"x12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification. F. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install masonry units and materials, or that otherwise assist the mason 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 masonry units and materials.

Craft: CARPENTER (Union Rate)

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

Carpenter.....	53.16
Carpenter Foreman.....	56.52
Carpenter General Foreman.....	60.22

ADD ZONE RATE

(Building and Heavy Highway and Dam Construction)

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

Zone 1	0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time.

RECOGNIZED HOLIDAYS

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day hours worked in one (1) week do not exceed forty (40) hours.

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

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

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

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

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

Craft: CEMENT MASON (Union Rate)

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

Cement Mason.....	47.12
Cement Mason – Foreman.....	50.57

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTIONS

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

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

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

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

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

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)

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

Communication Installer.....	41.15
Communication Technician.....	45.78
Senior Technician	48.87

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

JOB DESCRIPTION:

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

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

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

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

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

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

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

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

Electrician-Groundman.....	56.09
Lineman-Journeyman.....	81.13
Lineman-Foreman.....	87.80
Lineman-General Foreman.....	94.54
Lineman-Equipment Man.....	67.81

ADD ZONE RATE

Electrician Lineman/Groundman/Heavy Equipment Operator, rates, add the applicable amounts per Day, Road Miles from the Employee's Residence to the Reporting Location:

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

New Year's Day, Martin Luther King Holiday, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

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

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.

2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

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

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

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

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

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

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

Electrician Neon Sign Journeyman.....35.92

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

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

Craft: ELECTRICIAN WIREMAN (Union Rate)

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

Wireman.....	63.45
Wireman-Cable Splicer.....	67.82
Wireman Forman.....	67.82
Wireman General Foreman.....	72.20

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

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

Elevator Constructor-Journeyman Mechanic.....	113.70
Elevator Constructor-Journeyman Mechanic In Charge.....	123.43

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.....43.98

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's 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.....40.86

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, Memorial Day, 4th 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.....	49.19
Floor Coverer Foreman.....	51.46

ADD PREMIUM PAY

Shift work

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

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: GLAZIER (Non-Union Rate)

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

Glazier Journeyman.....25.11

JOB DESCRIPTION:

Includes but is not limited to:

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

Craft: Highway Striper (Union Rate)

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

Highway Striper Journeyman.....	46.48
Highway Striper Foreman.....	46.98

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

JOB DESCRIPTION:

Includes but is not limited to:

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

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

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

Brick Mason	44.23
Brick Mason Foreman.....	44.63

ADD ZONE RATE

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

Zone	75 miles and Over	\$8.13
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ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

New Year's Day, Memorial Day, 4th 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.....	44.57
Plasterer Tender- Gun Tender.....	45.57
Plasterer Tender-Foreman.....	45.93

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from 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, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

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

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

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

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

Craft: Ironworker (Union Rate)

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

SEE AMENDMENT 1a

Ironworker-Journeyman.....	76.90
Ironworker - Foreman.....	80.57
Ironworker -General Foreman.....	85.93

ADD ZONE RATE

SEE AMENDMENT 1

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

Zone 1	60 to 75 miles	\$25.00
Zone 2	75 to 100 miles	\$50.00
Zone 3	100 miles and over	\$60.00

ADD PREMIUM PAY

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

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

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

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

Shift Pay

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

RECOGNIZED HOLIDAYS

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

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

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

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

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

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

Craft: Laborer (Union Rate)

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

Landscaper	38.57
Furniture Mover	40.07
Group 1.....	43.73
Group 1A.....	40.86
Group 2.....	43.83
Group 3.....	43.98
Group 3A.....	47.41
Group 4.....	44.23
Group 4A.....	46.73
Group 5.....	44.53
Group 6	
Nozzlemen, Rodmen.....	43.53
Gunmen, Materialmen.....	44.23
Reboundmen.....	43.88
Gunite Foreman.....	44.93

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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).....65.08

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

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

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

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

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

Craft: Mechanical Insulator (Union Rate)

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

Mechanical Insulator-Mechanic.....	69.11
Mechanical Insulator-Foreman.....	73.11
Mechanical Insulator-General Foreman	75.11

ADD ZONE RATE

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

Zone 1	0 to 20 miles	\$11.00
Zone 2	21 to 40 miles	\$21.00
Zone 3	41 to 60 miles	\$31.00
Zone 4	Over 60 miles	\$85.00

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: Millwright (Union Rate)

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

Millwright Journeyman.....	68.61
Millwright Welder.....	69.61
Millwright Foreman.....	72.67
Millwright General Foreman.....	77.14

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day. Admission Day is a recognized holiday in lieu of Veterans' Day.

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

5006.18

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

5006.19

Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical

equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

5006.20

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

5006.21

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

5006.22

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

5006.23

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

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	60.16
Group 1A.....	62.82
Group 2.....	63.36
Group 3.....	63.62
Group 4.....	64.36
Group 5.....	64.66
Group 6.....	64.86
Group 7.....	65.08
Group 8.....	65.67
Group 9.....	65.99
Group 10.....	66.34
Group 10A.....	66.53
Group 11.....	66.77
Group 11A.....	68.41
Group 11B.....	69.22
Foreman.....	68.41
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.....	75.36
Group 1 Truck Crane Oiler.....	69.19
Group 1 Oiler.....	67.23
Group 2.....	73.85
Group 2 Truck Crane Oiler.....	68.94
Group 2 Oiler.....	67.02
Group 3.....	72.61
Group 3 Truck Crane Oiler.....	68.72
Group 3 Oiler.....	66.80
Group 3 Hydraulic.....	68.39
Group 4.....	70.88
Group 5.....	69.78
Add \$12.5% to base rate for "Special" Shift	

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	74.73
Group 1 Truck Crane Oiler.....	69.17
Group 1 Oiler.....	67.25
Group 2.....	73.09
Group 2 Truck Crane Oiler.....	68.96
Group 2 Oiler.....	67.05
Group 3.....	71.64
Group 3 Truck Crane Oiler.....	68.74
Group 3 Oiler.....	66.82
Group 4.....	70.13
Group 5.....	69.02
Group 6.....	65.74
Group 7.....	66.95
Group 8.....	65.99
Add \$12.5% to base rate for "Special" Shift	

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

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

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

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

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

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.....	45.50
Spray Painter/Paperhanger.....	46.83
Sandblaster.....	46.88
Structural Steel & Steeplejack.....	46.88
Swing Stage.....	47.24
Special Coating Application-Brush.....	47.29
Special Coating Application-Spray.....	47.29
Special Coating Application-Spray Steel.....	47.29
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

See Amendment 3

Piledriver-Journeyman.....	52.46
Piledriver-Welder.....	53.46
Piledriver-Foreman.....	55.87
Piledriver-General Foreman.....	59.62
Tender.....	95.41
Stand-By Diver.....	56.87
Diver-Diving (Wet Pay).....	55.87

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

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

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

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.

- (1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.
- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.
- (5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.
- (6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.
- (7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

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

Plasterer-Journeyman.....	48.82
Plasterer-Foreman.....	52.13

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

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.....	63.95
Plumber/Pipefitter-Foreman.....	68.18
Plumber/Pipefitter-General Foreman.....	72.41

ADD ZONE RATE

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

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

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

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

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: REFRIGERATION MECHANIC (Union Rate)

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

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

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

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

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

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

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

Roofer-Journeyman.....32.63

ROOFER

Includes but is not limited to:

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

Craft: SHEET METAL WORKERS (Union Rate)

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

Sheet Metal Worker Journeyman.....	68.43
Sheet Metal Worker -Foreman.....	72.45
Sheet Metal Worker -General Foreman.....	76.47

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: SPRINKLER FITTER (Non-Union Rate)

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

Sprinkler Fitter-Journeyman.....26.27

JOB DESCRIPTION

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

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

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

Soil Tester (Certified).....42.84
Soils and Materials Tester.....42.84

Craft: SURVEYOR (Non-Union Rate)

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

Surveyor.....21.57

SURVEYOR, includes but is not limited to:

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

Craft: TAPER (Union Rate)

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

Taper-Journeyman.....	51.36
Taper-Foreman.....	52.86
Taper-General Foreman.....	53.86

ADD ZONE RATE

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

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

RECOGNIZED HOLIDAYS

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

ADD PREMIUM PAY

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

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

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

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

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

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

Tile Setter/Terrazzo Worker/Marble Mason- Finisher.....	36.32
Tile Setter/Terrazzo Worker/Marble Mason- Finisher Foreman.....	37.57
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	39.32

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.....	46.12
Tile Setter Foreman.....	47.37
Tile Setter General Foreman.....	49.12
Terrazzo/Marble Mason-Journeyman	47.12
Terrazzo/Marble Mason-Foreman	48.32
Terrazzo/Marble Mason-General Foreman.....	50.12

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.....43.73

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

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), Dumpconcretes and Bulk Cement Spreader

Under 4 yds. (water level).....	33.94
4 yds. & under 8 yds. (water level).....	33.94
8 yds. & under 18 yds. (water level).....	33.94
18 yds. & under 25 yds. (water level)	33.94
25 yds. & under 60 yds. (water level).....	33.94
60 yds. & under 75 yds. (water level)).....	33.94
75 yds. & under 100 yds. (water level)).....	33.94
100 yds. & under 150 yds. (water level)).....	33.94
150 yds. & under 250 yds. (water level)).....	33.94
250 yds. & under 350 yds. (water level)).....	33.94
350 yds. & over (water level).....	33.94

Transit Mix

Under 8 yds.....	33.94
Under 8 yds & including 12 yds.....	33.94
Over 12 yds.....	33.94

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..... 33.94

Water & Jetting Trucks

Up to 2,500 gallons.....	33.94
Up to 2,500 gallons & over.....	33.94
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).....	33.94
Heavy Duty Transport(Gooseneck low bed).....	33.94
Tiltbed or Flatbed Pull Trailers..	33.94
Bootman, Comb. Bootman & Road Oiler.....	33.94
Flat Rack (2 or 3 axle unit).....	33.94

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit).....	33.94
18,000 lbs. and over	33.94
Warehousemen Spotter	33.94

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	33.94
18,000 lbs. and over.....	33.94
Warehousemen Spotter.....	33.94
Warehouse Clerk.....	33.94
Tire Repairmen.....	33.94
Truck Repairmen.....	33.94
Pick Up Truck & Pilot Cars (Jobsite)	33.94
Pick Up Truck & Pilot Cars (Over the road)	33.94
Truck Oil Greaser.....	33.94
Fuel Truck Driver.....	33.94
Fuel Man & Fuel Island Man.....	33.94
Oil Tanker.....	33.94

Oil Tanker with Pup.....	33.94
Foreman.....	33.94

TRUCK DRIVER

Includes but is not limited to:

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

Craft: WELL DRILLER (Non-Union Rate)

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

Well Driller.....31.27

JOB DESCRIPTIONS

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

GROUP CLASSIFICATIONS

Group 1

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

Group 2

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

Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker

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

Group 3A

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

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

Group 4

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

Group 4A

- Foreman

Group 5

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

Group 5A

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

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

Group 6

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

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Heavy Duty Repairman Helper
- Oiler
- Parts man

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

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

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

Group 7

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

Group 8

- Asphalt Plant Engineer
- Asphalt Milling Machine
- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator

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

Group 9

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

Group 10

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)

- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

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

Group 11

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)

- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

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

Group 11B

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

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

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

Group 2

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

Group 3

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

Group 4

- Chicago Boom
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -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
-

"General Decision Number: NV20210022 07/16/2021

Superseded General Decision Number: NV20200022

State: Nevada

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS (including sewer / water construction).

Counties: Douglas and Lyon Counties in Nevada.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	04/09/2021
3	07/02/2021
4	07/16/2021

* CARP1977-001 07/01/2021

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 42.28	23.23

ENGI0003-017 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 06.....	\$ 41.02	24.50
GROUP 07.....	\$ 41.27	24.50
GROUP 08.....	\$ 41.86	24.50
GROUP 10A.....	\$ 42.72	24.50

GROUP 6: Roller Operator (except asphalt).

GROUP 7: Screed/Screedman (except asphaltic or concrete paving); (Barber-Greene and similar) (asphaltic or concrete paving).

GROUP 8: Loader

GROUP 10A: Grader/Blade (Finish Blade).

ENGI0012-014 10/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
GROUP 12.....	\$ 52.94	26.65
GROUP 16.....	\$ 54.36	26.65
GROUP 17.....	\$ 54.86	26.65
GROUP 19.....	\$ 56.89	26.65
GROUP 20.....	\$ 57.50	26.65
GROUP 21.....	\$ 58.11	26.65
GROUP 22.....	\$ 58.87	26.65
GROUP 23.....	\$ 59.33	26.65

GROUP 12: Crane Operator (up to including 40 ton capacity)

GROUP 16: Crane Operator (over 40 tons up to and including 79 tons)

GROUP 17: Crane Operator (Including 80 tons up to and including 150 tons)

GROUP 19: Crane Operator (over 150 tons up to and including 200 tons)

GROUP 20: Crane Operator (over 200 tons up to and including 250 tons)

GROUP 21: Crane Operator (over 250 tons up to and including 300 tons)

GROUP 22: Crane Operator (over 300 tons up to and including 350 tons)

GROUP 23: Crane Operator (over 350 tons)

IRON0416-002 10/01/2020

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 41.44	33.90

IRON0433-002 10/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 41.44	33.90

LAB00169-027 10/01/2020

	Rates	Fringes
LABORER		

(1) Common or General.....	\$ 27.25	14.27
(3) Concrete Saw (Hand Held/Walk Behind); Mason Tender - Cement/Concrete;...	\$ 27.50	14.27
(4) Pipelayer.....	\$ 27.75	14.27

LAB00872-012 07/01/2020

	Rates	Fringes
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LABORER

Asphalt Raker, Shoveler, Spreader and Distributor....	\$ 27.86	28.79
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SUNV2014-021 09/08/2016

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 40.26	0.00
ELECTRICIAN.....	\$ 39.09	14.29
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 39.45	20.06
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 47.73	9.05
OPERATOR: Mechanic.....	\$ 32.97	17.65
TRUCK DRIVER: Dump Truck.....	\$ 31.77	4.16
TRUCK DRIVER: Water Truck.....	\$ 16.64	4.16

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

"General Decision Number: NV20210010 07/02/2021

Superseded General Decision Number: NV20200010

State: Nevada

Construction Type: Highway
HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Counties: Douglas and Lyon Counties in Nevada.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	07/02/2021

CARP0971-001 07/01/2020

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 36.10	13.98

ELEC0401-001 07/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	20.17

ENGI0003-029 07/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe..	\$ 38.37	24.80
Bobcat/Skid Steer/Skid		
Loader.....	\$ 35.46	24.80
Bulldozer.....	\$ 37.51	24.80
Grader/Blade.....	\$ 38.37	24.80
Loader.....	\$ 38.18	27.79
Paver (Asphalt, Aggregate		
and Concrete).....	\$ 36.92	24.80
Roller.....	\$ 36.92	24.80

ENGI0012-002 10/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(6) Drill Operator.....	\$ 44.34	23.65

* LAB00169-004 10/01/2020

	Rates	Fringes
LABORER		
(1) Common or General;		
Cones/ Barricades/ Barrels-		
Setter/Mover/Sweeper.....	\$ 27.25	14.27
(1A) Flagger.....	\$ 24.38	14.27
(3) Asphalt Shoveler,		
Spreader and Distributor;		
Mason Tender-		
Cement/Concrete;.....	\$ 27.50	14.27
(4) Asphalt Raker;		
Pipelayer.....	\$ 27.75	14.27
(5A) Highway/Parking Lot		
Striping.....	\$ 30.00	14.27

LAB00872-001 07/01/2020

	Rates	Fringes
LABORER		
(2) Jackhammer.....	\$ 27.96	28.79

SUNV2017-009 10/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.69	19.44
FENCE ERECTOR (Cyclone Chain		
Fence).....	\$ 25.18	1.61
IRONWORKER, REINFORCING.....	\$ 39.14	29.33
LABORER: Concrete Saw.....	\$ 47.05	0.00
OPERATOR: Mechanic.....	\$ 44.75	6.86
TRUCK DRIVER: Dump Truck.....	\$ 33.20	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



Endorsed by



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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

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Martin Slough Multimodal Trail

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Douglas County Community Development, 1594 Esmeralda Ave., Minden, NV 89423, Room 304, for the Martin Slough Multimodal Trail.

Attention: Jeremy Hutchings, PE

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 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. If included in the bidding documents, Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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;
 - 2. "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;
 - 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices(s):

UNIT PRICE BID SCHEDULE

ALTERNATE BID ITEMS					
Item No.	Item	Est. Quantity	Unit	Bid Unit Price	Bid Price
01	Mobilization & Demobilization	1	LS	\$	\$
02	Dust Control and & Dewatering	1	LS	\$	\$
03	Clear, Grub & Demolition	1	LS	\$	\$
04	Revegetation	1	LS	\$	\$
05	Temporary Traffic Control	1	LS	\$	\$
06	Temporary Erosion Control & BMPs	1	LS	\$	\$
07	Mass Grading & On-Site Earthwork	5,105	CY	\$	\$
08	Import Structural Fill	2,575	CY	\$	\$
09	PCC Sidewalk Section	1,244	SF	\$	\$
10	Type 1 PCC Curb & Gutter	88	LF	\$	\$
11	Flexible Pavement Section	98,430	SF	\$	\$
12	Gravel Shoulder Section	39,372	SF	\$	\$
13	Willow Control Fabric	1	LS	\$	\$
14	Bollard	18	EA	\$	\$
15	Boat Access Ramp	1	EA	\$	\$
16	Adjust Existing Utility Covers to Grade	5	EA	\$	\$
17	Site Signage	1	LS	\$	\$
18	Pavement Markings	1	LS	\$	\$
19	Barbed Wire Fence	150	LF	\$	\$

20	Wood Split Rail Fence	800	LF	\$	\$
21	Pedestrian Ramp	4	EA	\$	\$
22	15" RCP Culvert Remove and Relocate	45	LF	\$	\$
23	15" CMP Culvert	180	LF	\$	\$
24	18" CMP Culvert	15	LF	\$	\$
25	18" RCP Culvert	40	LF	\$	\$
26	24" CMP Culvert	130	LF	\$	\$
27	36" CMP Culvert	40	LF	\$	\$
28	14'x3' Reinforced Concrete Box Culvert	24	LF	\$	\$
29	Rock Riprap Reinforcement	20	CY	\$	\$
30	Irrigation Head Gate	2	EA	\$	\$
31	Utility Trenching	6,057	LF	\$	\$
32	Pull Box	27	EA	\$	\$
Total Bid					\$
Total Bid in words:					Dollars
And					Cents

Bidder acknowledges that (1) Bid includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit, and (2) when applicable, estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The Owner shall check Bids for mathematical errors. If errors have been made in the extensions of the figures, the Bid Unit Price will be the binding amount and the total amounts will be revised to reflect the corrections.

The low Bid shall be considered to be the Bid which has the lowest total cost of the possible combinations of the base bid and additive alternates (in order of priority) that meet the construction budget.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph

15.06 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of the bid:

A. Bidders Checklist

Bidders are instructed to complete and return the following forms as part of the bid package in order for their bids to be complete. If a contractor fails to submit the following forms the contractors bid will be deemed not responsive.

1. _____ Bid Form
2. _____ Bidder's Qualification Statement – Section 00 45 13.01
3. _____ List of Proposed Subcontractors (Submitted with Bid) – Section 00 45 13.02
4. _____ List of Major Equipment Manufactured (Submitted with Bid) – Section 00.45.13.04
5. _____ Required Bid Bond/Security
6. _____ List of Subcontractors and Suppliers Bidding
7. _____ Anti-Collusion Affidavit (form included in Exhibit E)
8. _____ Restrictions on Lobbying Using Appropriated Federal Funds
(form included in Exhibit E)
9. _____ Bidder Disadvantaged Business (DBE) Information

Within 2 hours after the completion of the opening of the bids, the Contractors who submitted the three lowest bids are instructed to complete and return the following forms to complete the bid package. If a contractor fails to submit the following forms within 2 hours of the bid closing the contractors bid will be deemed not responsive.

1. _____ List of Subcontractors (Submitted after Bid) – Section 00 45 13.03

ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND

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

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER: Douglas County
1594 Esmeralda Avenue
Minden, NV 89423

BID

Bid Due Date:
Description: Martin Slough Multimodal Trail

BOND

Bond Number:
Date:
Penal sum _____

(Words)

\$ _____

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____

Attest: _____

Signature

Signature

Title

Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Section 00 45 13.01 – Bidder’s Qualification Statement

Submitted By:

Name of Organization

Name of Individual/Title

Address

Telephone/Fax

Project Contact/Title

Submitted To:

Name

Douglas County

Address

1594 Esmeralda Ave

Minden, NV 89423

Telephone/Fax

Telephone 775.782.9063

Project Contact

Jeremy J. Hutchings, PE

Project Name and Description (if Applicable)

Martin Slough Multimodal Trail

Contractor’s General Business Information

Check if:

Corporation

Partnership

Joint Venture

Sole Proprietorship

If Corporation:

- 1. Date and State of Incorporation

- 2. List of Executive officers name(s) and title

If Partnership:

1. Date and State of Organization

2. Names of Current General Partners

3. Type of Partnership

General Publicly Traded
 Limited Other (describe): _____

If Joint Venture:

1. Date and State of Incorporation

2. Name, Address, and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

1. On Schedule A (attached), list major engineered construction projects completed by this organization in the past five (5) years (if joint venture list each participant's projects separately).
2. On Schedule B (attached), list current projects under construction by this organization (if joint venture, list each participant's projects separately).
3. On Schedule C (attached), provide details of the construction experience of the principal individuals of your organization directly involved in construction operations.
4. Does your organization possess a valid State of Nevada Contractor's license of a class corresponding to the work to be performed?
 Yes No

If yes, list the license number(s) and classification(s).

5. List the licensed categories of work that your company normally performs with its own workforce.

6. Can your organization provide performance and payment bonds for this project?

Yes No

7. What is your approximate total bonding capacity?

<input type="checkbox"/> \$0 to \$500,000
<input type="checkbox"/> \$500,000 to \$2,000,000
<input type="checkbox"/> \$2,000,000 to \$5,000,000
<input type="checkbox"/> \$5,000,000 to \$10,000,000
<input type="checkbox"/> \$10,000,000 or more

8. Name of Surety company and name, address, and phone number of agent

9. Does your organization have the ability to obtain and maintain insurance coverage for public liability and property damage, and all other insurance as specified and for the limits required in the contract documents?

Yes No

10. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes No

If yes, show names and addresses of affiliated companies.

11. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe the circumstances and provide details.

12. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe the circumstances and provide details.

13. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe the circumstances and provide details.

14. Does your organization now have any legal suits or arbitration claims pending or outstanding against it or any officers?

Yes No

If yes, describe the circumstances and provide details.

15. Has your organization had a contract partially or completely terminated for default (cause) within the past five years?

Yes No

If yes, describe the circumstances and provide details.

16. Has your organization been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895?

Yes No

If yes, describe the circumstances and provide details.

17. Has your organization been convicted of a violation for discrimination in employment during the 2 years immediately preceding this bid?

Yes No

If yes, describe the circumstances and provide details.

18. Has your organization been disciplined or fined or disciplined by the State of Nevada Contractor’s Board or another state or federal agency for conduct that relates to the ability to perform the work required for this project?

Yes No

If yes, describe the circumstances and provide details.

19. Does your organization have a safety program that complies with the requirements of NRS 618?

Yes No

If yes, describe the circumstances and provide details.

20. Describe the permanent safety program you maintain within your organization.

21. During the 5 years immediately preceding the date of this bid, has your organization filed as a debtor under the provisions of the United States Bankruptcy Code?

Yes No

If yes, describe the circumstances and provide details.

22. During the 5 years immediately preceding the date of this bid, has your organization, as a result of causes within the control of your organization or a subcontractor or supplier of your organization, failed to perform any contract:

a. In a manner specified by the contract and any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

Yes No

If yes, describe the circumstances and provide details.

b. Within the time specified by the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

Yes No

If yes, describe the circumstances and provide details.

- c. For the amount of money specified in the contract or as modified by any change orders approved by the person or governmental entity that awarded the contract or its authorized representative?

Yes No

If yes, describe the circumstances and provide details.

23. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank

Address

Account Manager

Telephone

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

Signature:

Name:

Title:

Dated:

Schedule A – List of Major Engineered Construction Projects Completed in the Past Five (5) Years						
Name, Location, and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Reference, Address, and Phone	

Schedule B – List of Current Projects Under Construction						
Name, Location, and Description of Project	Owner	Design Engineer	Contract Price/ Percent Completed	Scheduled Completion	Reference, Address, and Phone	

Schedule C – Construction Experience of Principal Individuals Involved in Construction Operations						
Name	Position	with this Organization	Date Started in Construction	Prior Positions and Experience in Construction		

BIDDER SUBCONTRACTOR INFORMATION

(For Subcontractors exceeding five percent (5%) of the bid amount)

Contractor: _____

Total Bid Amount \$ _____

This information must be submitted with you bid proposal.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).*	NEVDADA CONTRACTOR LICENSE #	LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

*Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various".

Section 00 45 13.02 – List of Proposed Subcontractors (Submitted with Bid)

The Bidder will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and value of subcontractor's work that exceeds **five (5%) percent** of the total bid amount and will state the firm name, license number, principal location of the mill, shop, or office, and contact information of each. Pursuant to NRS 338.141, the prime Contractor shall list the prime Contractor's name if he will self-perform any work exceeding 1 percent of the prime Contractor's total bid, and a description of the portion of the work or improvement which the prime Contractor will complete; or a statement that the prime Contractor will perform all work other than that being performed by a subcontractor named in the bid. The prime contractor shall list itself on the subcontractor's list if they will be providing any of the work on the project.

Section 00 45 13.03 – List of Subcontractors (Submitted after Bid)

Per NRS 338, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 1 percent of the prime contractor’s total bid or \$50,000, whichever is greater, and the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. The prime contractor shall list itself on the subcontractor’s list if they will be providing any of the work on the project.

<u>Name</u>	<u>Address</u>	<u>License Number</u>	<u>Portion of Work and Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 00 45 13.04 – List of Major Equipment Manufacturers

Each Bidder shall list below the name of the manufacturer and model or type of the listed items of equipment or materials. After the opening of the Bids, no changes or substitutions will be allowed without the express approval of the Engineer. It is the responsibility of the Contractor to furnish materials and equipment meeting the requirements of the Specifications, and acceptance of the Bid does not constitute nor imply approval of items proposed. The Owner reserves the right to deny approval of any equipment or materials that do not comply with the Specifications, even though listed herein:

Specification Section	Item	Manufacturer and Model

End of Section 00 45 13.04

NOTICE OF AWARD

Date of Issuance:

Owner: Douglas County

Owner's Contract No.:

Engineer:

Engineer's Project No.:

Project: Martin Slough Multimodal Trail

Contract Name: Martin Slough Multimodal Trail

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated February 26, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Martin Slough Multimodal Trail

The Contract Price of the awarded Contract is: \$ TBD

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders; General Conditions, Articles 2 and 6; and Supplemental Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Douglas County

Authorized Signature

By:

Title:

Copy:

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



Endorsed by



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

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

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1801 Alexander Bell Drive, Reston, VA 20191-4400
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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Douglas County, a political subdivision of the State of Nevada (“Owner”) and _____ (“Contractor”).

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 consists of constructing approximately 9,833 foot long, 10-foot wide, paved multimodal trail.*

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Martin Slough Multimodal Trail

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by R.O. Anderson Engineering, Inc. and Robert Anderson is the Project Engineer.

ARTICLE 4 – CONTRACT TIMES

4.1 Time 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.

4.2 Contract Times: Days

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.3 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 times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the actual quantity of that item.
 - B. The bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. Work shall include the following items:
 1. Total Unit Price Work (subject to final Unit Price Adjustment) \$ _____

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *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.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st 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.
- B. Progress payments will be made as follows:
 1. Until fifty percent (50%) of the Work required by this Agreement has been performed, progress payments will be paid in an amount equal to ninety-five percent (95%) of each invoice. The remaining five percent (5%) will be withheld as retainage.
 2. After fifty percent (50%) of the Work required by this Agreement has been performed, if requested by the Contractor, the Owner may pay to the Contractor any of the

remaining progress payments without withholding additional retainage if, in the Engineer's opinion, satisfactory progress is being made on the Services in accordance with NRS 338.515.

3. If, after fifty percent (50%) of the Work required by this Agreement has been performed, the Engineer determines that satisfactory progress is being made, the Owner may pay any amount of retainage withheld from progress payments made during the Contractor's completion of the first fifty percent (50%) of Work required by this Agreement on the condition that if a subcontractor performed a portion of the Work, the Engineer determined that such Work was in compliance with this Agreement, the subcontractor submits to the Contractor a release of a mechanics lien for the portion of Work so completed, and a release of any applicable mechanics lien from each of the subcontractor's subcontractors and suppliers, and the amount of retainage the Owner pays is in proportion to the Work which the subcontractor performed. If the Contractor is paid for any retainage for Work completed by its subcontractors, the Contractor must pay to the subcontractor any retainage it held pursuant to NRS 338.555.
 4. If the Engineer determines that satisfactory progress is being made on the Work and does not withhold any amount pursuant to NRS 338.525, the Owner may pay ninety-seven and one-half percent (97.5%) of the amount of each invoice after completion of the first fifty percent (50%) of the Work and will release to the Contractor fifty percent (50%) of the retainage withheld from invoices received for the first fifty percent (50%) of Work completed. If the Engineer determines that satisfactory progress is not being made on the Work and does withhold an amount pursuant to NRS 338.525, the Owner may pay ninety-five percent (95%) of the amount of each invoice after completion of the first fifty percent (50%) of the Services and will continue to withhold the retainage withheld from invoices received for the first fifty percent (50%) of Services completed. The final audit shall be performed after the release of the retainage and may cause an adjustment of payments to the Owner or to the Contractor.
- C. Except as otherwise provided in NRS 338.525, the Owner will pay the Contractor the actual cost of the supplies, materials and equipment, that are identified in Contract; have been delivered and stored at the location; and in the time and manner specified in the Contract by the Contractor or subcontractor or supplier for use in the Work; and are in short supply or were specially made project.

6.3 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest, payable at the end of each quarter, at the rate equal to the rate quoted by at least three insured banks, credit unions or savings and loan associations in this State as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. If the amount due to the Contractor at the end of the quarter is less than \$500, Owner may hold the interest in accordance with NRS 338.515.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. 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, if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. 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.
 - G. 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.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. General Conditions (pages 1 to , inclusive).
5. Supplementary Conditions (pages 1 to , inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of sheets.
8. Addenda (number to).
9. 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.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, 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 Documents.

10.3 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.

10.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 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 10.05:
 - 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.

10.6 Legal

- A. To the extent that the disputes aren't resolved in accordance with Article 17, then any litigation regarding the interpretation or enforcement of this Agreement or any of the Contract Documents must be litigated in the appropriate court with jurisdiction, located in Douglas County, Nevada.

10.7 Fair Employment Practices

- A. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
- B. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- C. Any violation of such provision by the Contractor constitutes a material breach of Contract.
- D. If applicable, The Contractor further agrees to comply with the preferential employment requirements set forth in NRS 338.130. If the provisions of NRS 338.130 are not complied with, said non-compliance will render the Agreement void.

10.8 Non-Appropriation

- A. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.
- B. Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

10.9 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, 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.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

_____ Douglas County _____

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

_____ Douglas County _____

_____ 1594 Esmeralda Ave. _____

_____ Minden, NV 89423 _____

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTICE TO PROCEED

Owner: Douglas County Owner's Contract No.:

Contractor: Contractor's Project No.:

Engineer: Engineer's Project No.:

Project: Martin Slough Multimodal Trail Contract Name: Martin Slough Multimodal Trail

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on TBD.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 120, and the number of days to achieve readiness for final payment is 180.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Douglas County

Authorized Signature

By:

Title:

Date Issued:

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER:

Douglas County
1594 Esmeralda Ave.
Minden, NV 89423

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall 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 shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than 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 may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after 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 shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER:

Douglas County
1594 Esmeralda Ave.
Minden, NV 89423

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 satisfy 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 shall 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 shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 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;
 4. A brief description of the labor, materials, or equipment furnished;
 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;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and

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 shall be 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



Contractor's Application for Payment No.

	Application Period:	Application Date:
To Douglas County (Owner):	From (Contractor):	Via (Engineer):
Project: Martin Slough Multimodal Trail	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions		
				1. ORIGINAL CONTRACT PRICE.....	\$ _____
				2. Net change by Change Orders.....	\$ _____
				3. Current Contract Price (Line 1 ± 2).....	\$ _____
				4. TOTAL COMPLETED AND STORED TODATE (Column F total on Progress Estimates).....	\$ _____
				5. RETAINAGE:	
				a. X _____ Work Completed.....	\$ _____
				b. X _____ Stored Material.....	\$ _____
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
				8. AMOUNT DUE THIS APPLICATION.....	\$ _____
				9. BALANCE TO FINISH, PLUSRETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS					
	NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (NDOT)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Douglas County	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:		Engineer's Project No.:	
Project:	Martin Slough Multimodal Trail	Contract Name:	Martin Slough Multimodal Trail

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows:

Amendments to Contractor's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]* N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Work Change Directive No.

Date of Issuance: _____ Effective Date: _____
Owner: Douglas County Owner's Contract No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Project: Martin Slough Multimodal Trail Contract Name: Martin Slough Multimodal Trail

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
 Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].
Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: Chairman	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance:	Effective Date:
Owner: Douglas County	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project: Martin Slough Multimodal Trail	Contract Name: Martin Slough Multimodal Trail

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency
(NDOT/FHWA)

By: _____ Date: _____
Title: _____

Date of Issuance: _____ Effective Date: _____
Owner: Douglas County Owner's Contract No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Project: Martin Slough Multimodal Trail Contract Name: Martin Slough Multimodal Trail

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
Specification(s) Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER:

Douglas County
1594 Esmeralda Ave.
Minden, NV 89423

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall 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 shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than 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 may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after 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 shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER:

Douglas County
1594 Esmeralda Ave.
Minden, NV 89423

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 satisfy 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 shall 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 shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 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;
 4. A brief description of the labor, materials, or equipment furnished;
 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;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 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 shall be 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.



Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): Douglas County	From (Contractor):	Via (Engineer):
Project: Martin Slough Multimodal Trail	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions		
				1. ORIGINAL CONTRACT PRICE.....	\$ _____
				2. Net change by Change Orders.....	\$ _____
				3. Current Contract Price (Line 1 ± 2).....	\$ _____
				4. TOTAL COMPLETED AND STORED TO DATE	
				(Column F total on Progress Estimates).....	\$ _____
				5. RETAINAGE:	
				a. X _____ Work Completed.....	\$ _____
				b. X _____ Stored Material.....	\$ _____
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
				8. AMOUNT DUE THIS APPLICATION.....	\$ _____
				9. BALANCE TO FINISH, PLUS RETAINAGE	
				(Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS					
NET CHANGE BY					
CHANGE ORDERS					

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____
Funding or Financing Entity (NDOT) _____ (Date)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Douglas County	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:		Engineer's Project No.:	
Project:	Martin Slough Multimodal Trail	Contract Name:	Martin Slough Multimodal Trail

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows:

Amendments to Contractor's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]* N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Work Change Directive No.

Date of Issuance: _____ Effective Date: _____
 Owner: Douglas County Owner's Contract No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____
 Project: Martin Slough Multimodal Trail Contract Name: Martin Slough Multimodal Trail

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].
 Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: Chairman	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Date of Issuance: _____ Effective Date: _____
 Owner: Douglas County Owner's Contract No.: _____
 Contractor: _____ Contractor's Project No.: _____
 Engineer: _____ Engineer's Project No.: _____
 Project: Martin Slough Multimodal Trail Contract Name: Martin Slough Multimodal Trail

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<p>RECOMMENDED:</p> <p>By: _____ Engineer (if required)</p> <p>Title: _____ Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____ Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____ Date: _____</p>
--	---	--

Approved by Funding Agency
(NDOT/FHWA)

By: _____ Date: _____
 Title: _____

Date of Issuance: _____ Effective Date: _____
Owner: Douglas County Owner's Contract No.: _____
Contractor: _____ Contractor's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Project: Martin Slough Multimodal Trail Contract Name: Martin Slough Multimodal Trail

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
Specification(s) _____ Drawing(s) / Detail(s) _____

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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CONSTRUCTION CONTRACT
Martin Slough Multimodal Trail
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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 *Defined Terms*

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

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and

equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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

1.2 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide*:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 Delivery of Bonds and Evidence of Insurance

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.2 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.3 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.4 *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.

2.5 *Initial Acceptance of Schedules*

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

2.6 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.1 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.2 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.3 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.4 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or

interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.5 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.1 *Commencement of Contract Times; Notice to Proceed*

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

4.2 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.3 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.4 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.5 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.1 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.2 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.3 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.4 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.5 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.6 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in

question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.1 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.2 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.3 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.4 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.5 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.6 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.7 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.2 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.3 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.4 "Or Equals"

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

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.5 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.6 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.7 *Patent Fees and Royalties*

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

7.8 *Permits*

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

7.9 Taxes

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

7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

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

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.1 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.2 *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.

8.3 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.1 Communications to Contractor

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

9.2 Replacement of Engineer

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

9.3 Furnish Data

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

9.4 Pay When Due

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

9.5 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.

9.6 Insurance

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

9.7 Change Orders

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

9.8 *Inspections, Tests, and Approvals*

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

9.9 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.1 *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.

10.2 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.3 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.4 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.5 Shop Drawings, Change Orders and Payments

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.6 Determinations for Unit Price Work

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

10.7 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.

10.8 Limitations on Engineer's Authority and Responsibilities

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.9 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.1 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (1) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.2 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.3 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.4 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.5 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.6 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.7 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.8 *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

12.1 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.1 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with

Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.2 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.3 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.1 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.2 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.3 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.4 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.5 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, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.6 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.7 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-off 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

15.1 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.2 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.3 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.4 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.5 *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.

15.6 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.7 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.8 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.1 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.2 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.3 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.4 *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 (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.1 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.1 Giving Notice

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

18.2 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.

18.3 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.

18.4 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.

18.5 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.6 Survival of Obligations

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

18.7 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.8 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

EXHIBIT A

Supplementary Conditions

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**SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT
MARTIN SLOUGH MULTIMODAL TRAIL
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Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (Engineer's Joint Contract Documents Committee No. C-700, 2013 Edition), and other provisions of the Contract documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 -- DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

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

Agency: The legal entity that has contracted for the performance of the Work or for whom the Work is being performed.

Backfill: Material placed in an excavated space to fill such space.

Base Course: The upper course of the granular base of a pavement structure, immediately below the pavement or the lower course of an asphalt concrete pavement structure.

Building Code: A regulation adopted by the governing body establishing minimum standards of construction for the protection of the public health, safety and welfare in terms of measured performance rather than in terms of rigid specifications of materials and methods.

Calendar Day: Every day shown on the calendar.

Completion Time: The number of calendar days for completion of an act, including authorized time extensions. In case a calendar date of completion is shown in the proposal in lieu of the number of calendar days, the Contract shall be completed by that date. The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.

Construction Project: The erection, installation, remodeling, alteration of durable facilities upon, under, or over the ground. This shall include, but is not limited to buildings, roadways and utility pipes, lines, poles or other structures.

Culvert: Any structure not classified as a bridge, which provides an opening under or adjacent to the roadway.

Days: Unless otherwise designated, days will be understood to mean calendar days.

Emergency: Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the Contract Documents, or which endanger life or property and call for immediate action or remedy.

Equipment: (Construction) – All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work. (Installed) – All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.

Extra Work: An item of work not provided for in the Contract as awarded but found essential to the satisfactory completion of the Contract within its intended scope.

Field Representatives: The Owner's or Engineer's authorized representative assigned to make detailed inspections of contract performance.

Laboratory: The established materials testing laboratory of the Contracting Agency's Engineering Department, or other laboratories acceptable to and/or authorized by the Owner or Engineer to test materials and work involved in the Contract.

Major Item: Any item or work and/or materials having an original contract value which exceeds ten percent of the amount of the original Contract.

Non-pay Item: An item or work for which no separate payment will be made under the proposal, but which must be included as an incidental cost for payment on an associated item included in the Proposal.

Pavement: Any surfacing of streets, alleys, sidewalks, courts, driveways, etc., consisting of mineral aggregate bound into a rigid or semi-rigid mass by a suitable binder such as, but not limited to, Portland cement or asphalt cement.

Pavement Structure: The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

Pay Item: A detail of work for which separate payments are to be made under the Contract, as specified in the Proposal.

Plant: The Contractor's and/or subcontractor's facilities, including but not limited to small tools and mobile equipment, located on and/or offsite, necessary for preparation of materials and prosecution of work for the project.

Principal: The individual, firm or corporation primarily liable on an obligation, as distinguished from a surety.

Profile Grade: The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal center line of the roadbed; invert of flow line of a pipe; or similar trace. Profile grade means either elevation or gradient of such trace according to the context.

Proposal: The offer of a bidder, on the prescribed form, to perform the Work and to furnish the labor and materials at the prices quoted.

Proposal Form: The approved form on which the Contracting Agency requires bids to be prepared and submitted for the Work.

Proposal Guarantee: The security furnished with a bid to guarantee that the bidder will enter into the contract if his bid is accepted.

Referenced Documents: On all work authorized by the Contracting Agency, any

referenced documents in the Specification, (i.e., Bulletins, Standards, Rules, Methods of Analysis or Test, Codes and Specifications of other Agencies, Engineering Societies or Industrial Associations) refer to the latest edition thereof, including Amendments, which are in effect and published at the time of Advertising for Bids or the issuing of a permit for the Work.

Right-of-Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a street, highway or other public improvement.

Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Sewage: Water borne wastes.

Sewers: Conduits and related appurtenances employed to collect and carry off water and waste matter to a suitable point of final discharge.

Storm Drain: Any conduit and appurtenance intended for the reception and transfer of storm water.

Street: Streets, avenues, alleys, highways, crossings, lanes, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to public use and public ways.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, fences, swimming pools, and other features which may be encountered in the Work and not otherwise classed herein.

Subbase: The lower course of the base of a roadway, immediately above the subgrade.

Subgrade: The supporting structures on which the pavement and its special undercourses rest.

Superintendent: The Contractor's authorized representative in responsible charge of the Work.

Surface Course: The finish or wearing course of an asphalt concrete pavement structure.

Title and Headings: The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Utility: Pipelines, conduits, ducts, transmission lines, overhead or underground wires, railroads, storm drains, sanitary sewers, irrigation facilities, street lighting, traffic signals, fire alarm systems, and appurtenances of public utilities and those of private industry, businesses, or individuals solely for their own use or use of their customers which are operated or maintained in, on, under, over or across public right-of-way or public or private easement.

Working Day: A calendar day, exclusive of Saturdays, Sundays, and Contracting Agency recognized legal holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for the major part of the

day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

Abbreviations:

AASHTO	American Association of State Highway and Transportation Officials (formerly AASHO)
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FS	Federal Specification
MAX.	Maximum
MIN.	Minimum
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
PS	Product Standard
Sch.	Schedule
SSPWC	Standard Specifications for Public Works Construction, "Orange Book"

ARTICLE 2 -- PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete paragraph 2.01.B in its entirety and insert in its place:

A. *Evidence of Contractor's Insurance:* Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with Article 6.

SC-2.02 Copies of Documents

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 3 printed or hard copies of the Drawings and

Project Manual and one set in electronic format and 1 sets of reduced size 11"x17" plans. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 Before Starting Construction

Add the following new paragraph immediately after paragraph 2.05.A.3.

B. *Schedule*: The Contractor, in consultation with Owner and Engineer, will develop a schedule acceptable to the Owner to provide Contractor operation continuity during operations. This plan will address measures necessary to minimize interruptions and/or maintain optimum working conditions during construction.

ARTICLE 3 -- DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.03 Reporting and Resolving Discrepancies

Add the following new paragraph immediately after paragraph 3.03.A.3:

4. In case of discrepancy, calculated dimensions will govern over scaled dimensions, Drawings will govern over Standard Specifications, and Construction Specifications will govern over both Drawings and Standard Specifications. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Construction Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous and Environmental Conditions

SC-5.06 Hazardous Environmental Conditions at Site

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE 6 -- BONDS AND INSURANCE

SC-6.02 Insurance – General Provisions

Add the following new paragraph immediately after paragraph 6.02.B:

1. Insurance is to be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-VII. The carrier shall have a home office in the United States. Lloyd's of London is the sole exception to the requirements of Best's Rating, financial size and home office location.

Add the following new paragraphs immediately after Paragraph 6.02.C.

1. Contractor agrees as a precondition to the performance of any work under this

contract and as a precondition to any obligation of the Owner to make any payment under this contract to provide the Owner with a certificate of a qualified insurer under NRS 616B.627(2001) certifying that the Contractor has complied with the provisions of chapters 616A to 616D of the NRS. Contractor also agrees, if applicable and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

(Company Name) has entered into a contract with (Owner) to perform work from (starting date) to (ending date) and requests that the Insurer provide to Owner 1) a certificate of coverage, and 2) notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County
1594 Esmeralda Drive
PO Box 218
Minden, NV 89423

Delete paragraph 6.02.D in its entirety and insert in its place.

D. Instructions for Completion of Certificates of Insurance. At the time of executing this contract, deliver to Douglas County, a certificate of insurance evidencing coverage as specified.

1. If having Commercial General Liability Coverage as provided under the 1986 Occurrence Form, use Standard Accord Certificate 25-S (3/93 Rev.) If having Comprehensive General Liability Coverage as provided under the 1973 Occurrence Form, use Standard Accord Certificate 25-N (3/93). Claims made coverage is not acceptable.

2. By separate endorsements the State of Nevada, show Douglas County and the Department of Transportation to be an additional insured. Sign and attach the additional insured endorsement to the certificate. (It is understood that the certificates of worker's compensation insurance issued by Employers' Insurance Company of Nevada do not name additional insureds).

3. Sign and attach the waiver of subrogation endorsements to the certificate.

4. If the General Liability is provided on an aggregate limit per project, Form #CG2503(11/85) or CB2501(11/85), Douglas County shall waive the requirement that they be notified when limits have been impaired by more than 10% of the limits indicated. When the coverage is provided on an aggregate limit per project, attach a signed copy of the endorsement to the certificate.

5. Properly show the full legal operating names of the Contractor and insurance carrier on the certificate.

6. If the Contractor's Liability Coverage contains a deductible, show the amount of the deductible on the certificate. If there is no deductible, state it.

7. Amend the cancellation section of the certificate is amended to read as follows:

"Should any of the above described policies be canceled or materially changed before the expiration date thereof the issuing company will mail 30 days written notice to the certificate holder named to the left."

8. All changes or alterations to the Certificate of Insurance as required by the State of Nevada shall be initialed by the authorized representative who signs the certificate.

9. The Certificate of Insurance must comply with all insurance requirements as set forth or the certificate will be rejected.

Add the following new paragraphs immediately after Paragraph 6.02.J.

K. General. Furnish Douglas County with one certified copy of all insurance required under subparagraph (a) of Subsection 107.09 of the NDOT Standard Specifications for Road and Bridge Construction. Sent this copy directly to the Douglas County.

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and
- 2.

A.2 of the General Conditions:

- | | |
|--|--------------------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | <u>\$1,000,000</u> |

3. Contractor's General Liability under Paragraphs 6.03.B of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|---|--------------------|
| a. General Aggregate | <u>\$2,000,000</u> |
| b. Products – Completed
Operations Aggregate | <u>\$2,000,000</u> |

- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - General Aggregate \$2,000,000
 - Each Occurrence \$1,000,000

4. Automobile Liability under Paragraph 5.04.A of the General Conditions:

- a. Combined Single Limit of \$1,000,000

5. The Contractual Liability coverage required by Paragraph 6.03.B of the General Conditions shall provide coverage for not less than the following amounts the entire term of the contract:

- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000
- b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$2,000,000

6. Contractor's Professional Liability:

- a. Professional Liability:
 - Each Claim \$1,000,000
 - Annual Aggregate \$2,000,000

If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that Owner may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. Contractor further agrees, if applicable (and Contractor bears the sole responsibility for producing proof satisfactory to Owner that these provisions are not applicable to Contractor), as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Owner to make any payment under this contract to provide the Owner with a certificate of a qualified insurer. For each six-month period this contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that

Owner may order the Contractor to stop work, suspend the contract, or terminate the contract.

M. The comprehensive general liability insurance will include as additional named insureds Douglas County, and each of their officers, agents, and employees.

SC-6.06 Waiver of Rights

Delete paragraph 6.06.A in its entirety.

SC-6.07 Receipt and Application of Insurance Proceeds

Delete paragraph 6.07 in its entirety.

SC-6.08 Deductibles and Self-Insured Retentions

Add the following paragraph immediately after paragraph 6.07:

SC-6.08 Deductibles and Self-Insured Retentions. Declare any deductibles or self-insured retentions to and receive approval by the State of Nevada. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Nevada, Department of Transportation, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense expenses.

SC-6.09 Other Insurance Provisions

Add the following paragraph immediately after paragraph 6.08:

SC-6.09 Other Insurance Provisions. The policies are to contain or be endorsed to contain the following provisions:

A. General Liability and Automobile Liability Coverages:

1. Douglas County, their officers, officials, employees, consultants, and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall include the Nevada Department of Transportation, their officers, officials, employees, consultants, or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Douglas County and the Nevada

Department of Transportation, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Douglas County and the Nevada Department of Transportation, their officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The insurance companies shall immediately notify Douglas County and the Nevada Department of Transportation of, at any time during the term of the contract, the limits of the General Liability, or Excess Liability, including Aggregate Limits, as described on the certificates, have been impaired by more than 10% of the limits indicated for each policy.

6. The insurance companies that provide Commercial General Liability coverage and/or Automobile Liability coverage shall waive their rights of subrogation against the additional insured.

B. All Coverages:

1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior notice given to Douglas County and the State of Nevada, Department of Transportation.

2. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the Contractor's operations under this contract.

3. Douglas County and the Nevada Department of Transportation is not liable for the payment of any deductibles or assessments on any insurance policies purchased by the Contractor.

ARTICLE 7 -- CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

Add the following new paragraphs immediately after paragraph 7.02.A:

1. Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, 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. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any breach of the foregoing provision by a Contractor shall constitute a material breach of contract.
2. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation and the actual per diem, wages and benefits paid to each workman employed by him in connection with the work. The record shall be open for inspection to the Owner's representatives at all reasonable hours and a copy of the record for each calendar month shall be sent to the Owner no later than ten (10) days after the end of the month.

SC-7.03 Services, Materials and Equipment

Add the following new paragraph immediately after paragraph 7.03.A:

1. If required, the Contractor shall enclose the project area with a fence adequate to protect the project and his own facilities against acts of theft, violence or vandalism. In locations where the probability of such acts is reasonably remote the Engineer may, in writing, waive this fencing requirement or limit it to the storage areas. Such action on the part of the Engineer shall in no way relieve the Contractor of his sole responsibility for protection of plant and material on the project site.
2. The Contractor shall coordinate any required system shutdowns with the Owner and Engineer. The Contractor shall notify the Owner and Engineer at least 48 hours in advance of any desired system shutdown.

SC-7.06 Concerning Subcontractors, Suppliers and Others

Add the following new paragraphs immediately after paragraph 7.06.A.

1. The Contractor shall pay to each Subcontractor and supplier within 10 calendar days after receipt of payment from the Owner, including any interest which he receives, an amount in direct proportion to the subcontractors' and suppliers' basis in the total contract between the Contractor and the Owner. The Contractor shall also require each Subcontractor to make similar payments to his subcontractors.
2. The Contractor may withhold 10 percent from the amount of any partial payment under the subcontract, which is made before 50 percent of the work has been completed under the subcontract. Thereafter the Contractor shall pay any additional installments due under the subcontract without retaining any additional funds if, in the opinion of the Contractor, satisfactory progress is being made in the work under the subcontract, and performed by the Subcontractor. The Contractor may retain the amount withheld under the subcontract until the subcontract is satisfactorily completed. The amount withheld is due within 10 calendar days after the acceptance of the subcontract work by the Contractor. Whenever the Contractor receives a payment of

interest earned on that portion of the interest received from the Owner attributable to the amount of money withheld from the subcontractor.

Add the following new paragraph immediately after paragraph 7.06.J:

1. The Owner, utilities, and others may be working within the project area while the Work is in progress. If so, the Contractor shall schedule his work in conjunction with these other organizations to minimize mutual interference.

Add a new paragraph immediately after Paragraph 7.06.M:

1. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

Add the following new paragraph immediately after paragraph 7. 06.O:

Additional Provisions

1. The Contractor shall list in his bid the name of a subcontractor for each portion of the project that will be completed by a subcontractor.
2. Contractor whose bid is accepted shall not substitute any person for a subcontractor who is named in the bid, unless:
 - a. The awarding authority objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
 - b. The substitution is approved by the awarding authority or an authorized representative of the awarding authority. The substitution must be approved if the awarding authority or authorized representative of the awarding authority determines that:
 - (1) The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor which was offered to the subcontractor with the same general terms that all other subcontractors on the project were offered;
 - (2) The named subcontractor files for bankruptcy or becomes insolvent; or,
 - (3) The named subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance bond and payment bond.
3. Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts.
4. Perform with own organization, work amounting to not less than 50% of the combined value of all items of the work covered by the contract.

5. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and Douglas County. The Contractor shall be held solely responsible for the progress of the work according to the progress required.

SC-7.12 Safety and Protection

Delete the second sentence of Paragraph 7.12.C and insert the

following: The following Owner safety programs are applicable to the

Work:

1. *Occupational Safety and Health Standards:* Contractor's methods of construction and safety requirements, including but not limited to trench excavation and shoring where applicable, shall conform to the requirements of the Occupational Safety and Health Standards for the Construction Industry.

2. *Power Lines:* No equipment of any kind shall be used or permitted within such proximity to the conductors of Sierra Pacific Power Company's power lines as to be in violation of the safe working clearance prescribed by the National Electrical Safety Code.

3. If blasting or use of explosives is necessary for prosecution of Work, the Contractor shall provide the Engineer with a blasting plan in compliance with OSHA and all applicable regulations, laws, ordinances, and requirements. Contractor shall exercise the utmost care not to endanger life or property. Contractor shall be responsible for all damage resulting from the use of explosives. Contractor shall notify each property owner and utility company having structures or facilities in proximity to the site of the work of its intentions to use explosives. Such notice shall be given sufficiently in advance to enable the utility companies to take such steps as they may deem necessary to protect their property from injury.

4. At least one fire extinguisher, rated at least 2A, shall be provided at or readily accessible to the jobsite.

SC-7.16 Shop Drawings, Samples, and Other Submittals

Delete paragraph 7.16.B.1.a in its entirety and insert in its place:

- a. Four (4) of copies of all shop and working Drawings shall be submitted to the Engineer by or through the Contractor, who shall be responsible for obtaining shop and working Drawings from its subcontractors and returning approved Drawings to them. All Drawings shall be clearly marked with the names of the Project, Contractor, and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of Drawings shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above. After review, one copy of the Drawings will be returned to the Contractor. If the Contractor wishes extra copies to be returned,

he shall submit additional copies.

Add the following new paragraphs immediately after paragraph 7.16.B.1.b:

c. Only Drawings which have been checked and corrected by the fabricator shall be submitted to the Contractor by his subcontractors and vendors. Prior to submitting the Drawings to Douglas County, the Contractor shall review the Drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All Drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other Drawings shall be returned for correction.

d. Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, Contractor shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.

Add the following new paragraphs immediately after paragraph 7.16.B.2.b:

c. Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, packed, and shipped by the Contractor.

d. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the date cast, the name of the Project, and location for which the material is intended and the name of the Contractor submitting the sample. To insure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

Add the following new paragraphs immediately after Paragraph 7.16.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-7.18 Indemnification

Add the following paragraphs immediately after paragraph 7.18.C.2:

D. In case any action at law or suit in equity may or shall be brought against the Owner or

any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the Contractor or his subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed by the Contractor or his subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or alleged negligence of the Contractor or his subcontractors, employees, or agents, or in any other manner arising out of the performance of this Contract, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor, and the Contractor shall also indemnify and save harmless the Owner, its officers, agents and employees from any and all loss, costs or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes, as if said actions or suits had been brought directly against the Contractor and the Contractor shall also indemnify and save harmless the Owner, its officers, agents and employees from any and all loss, cost or damage whatever brought as aforesaid.

SC-7.21 Wages

Add the following immediately after paragraph 7.20.C

A. The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the contract by subcontractors.

ARTICLE 8 -- OTHER WORK AT THE SITE

SC-8.04 Claims Between Contractors

Add the following new paragraph immediately after paragraph 8.03.D:

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's

performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 10 -- ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's

actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

5. Shop Drawings and Samples:

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. Inspections, Tests, and System Startups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. Records:

a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

b. Maintain records for use in preparing Project documentation.

10. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer, proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or

Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC-11.04 Change of Contract Price

Contractor's Fee. Delete the semicolon at the end of 11.04.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work when there are multiple levels (3 or more) of subcontractors, suppliers, and general contractors;

ARTICLE 13 -- COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment". An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include 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, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

Delete paragraph 13.01.B.5.f in its entirety and insert in its place:

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, provided such losses and damages have resulted from causes other than the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the Work for the purpose of determining Contractor's fee.

ARTICLE 15 -- PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

Add the following language to the end of paragraph 15.01.B.1:

a. Any request for partial or final payment shall specifically list the work completed. All invoices submitted to Owner must be made on Standard Payment Forms for the Owner as submitted to Contractor with the Notice to Proceed. Owner will not authorize payments from carbon or Xerox copies.

b. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application for payment.

Delete paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. Not more than thirty days after presentation of the application for payment to Owner with Engineer's recommendation, the amount recommended will become due, and when due will be paid by Owner to Contractor.

SC-15.06 Final Payment

Add the following new paragraph immediately after paragraph 15.06.A.3:

4. If the final Application for Payment is not accompanied by the releases or waivers called for in subsection A.2 of Article 15.06 of the General Conditions, or such releases or waivers as provided by the Contractor are not satisfactory to Owner, the retainage withheld from progress payments as stipulated in the agreement will be retained for a period of 45 days after the date of recording of the Notice of Completion. The Notice of Completion will be recorded within 15 days after the completion and acceptance of the Work.

ARTICLE 16 -- SUSPENSION OF WORK AND TERMINATION

SC-16.01 Owner May Suspend Work

Add the following new paragraphs immediately after paragraph 16.01.A:

B. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the Owner in administration of the Contract, or by the Owner's failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), the Owner will make an adjustment for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the Contract in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of the Contract.

C. No claim under paragraphs 15.01.A or 15.01.B shall be allowed unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but no later than the date of application for final payment under the contract.

SC-16.03 Owner May Terminate for Convenience

Add the following new paragraphs immediately after paragraph 16.03.B:

C. This Contract may be terminated in whole or in part in writing by the Owner for its convenience, provided that the Contractor is given written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

D. If termination for default is effected by the Owner, and equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the Owner because of the Contractor's default. If termination for default is effected by the Contractor, or if termination for convenience is effected by the Owner, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.

E. Upon receipt of a termination action under paragraphs 16.03.C or 16.03.D above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, Drawings, Specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

F. Upon termination under paragraphs 16.03.C or 16.03.D above, the Owner may take over

the work and may award another party a contract to complete the work under this Contract.

G. If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the Contract Price shall be made as provided in paragraph 16.03.D of this clause.

H. If the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extensions thereof, or fails to complete such work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he files a petition to take advantage of any debtor's act, or if he or any of his subcontractors should violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the Work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or if he should persistently disregard laws, ordinance, or instruction given by the Owner or Engineer, the Owner may, without prejudice to any other right or remedy, serve written notice upon the Contractor and his surety of his intention to terminate the contract, said notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the contract shall upon the expiration of said ten days cease and terminate. In such cases, the Contractor shall not be entitled to receive any further payment until the Work is finished.

I. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within 15 days after the serving upon it of a notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within 30 days from the date of serving said notice, the Owner may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and his surety shall be liable to the Owner for any excess cost or other damage occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plans, and other property belonging to the Contractor that may be on the site of the Work and be necessary therefore. For any portion of such work that the Owner elects to complete by furnishing its own employees, materials, tools, and equipment, the Owner shall be compensated for such in accordance with the General Conditions.

J. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorney's fees and all costs generated to ensure or bond the work of substituted Contractors or subcontractors utilized to complete the Work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner promptly upon demand by Owner. Any portion of such difference not paid by Contractor or surety within 30 days following the mailing of a demand for such costs by Owner shall earn interest at the rate of 10% per annum or the maximum rate authorized by law, whichever is

lower.

K. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner.

SC-16.04 Contractor May Stop Work or Terminate

Add the following new paragraph immediately after paragraph 16.04.B:

16.05 Other Termination

This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under the Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.01 Methods and Procedures

Add the following new paragraphs immediately after 17.01.B.3:

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 11.6.A.2 shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to demand arbitration of the Claim, pursuant to Paragraph 17.02;
or
2. Agrees with the other party to submit the Claim to another dispute resolution process.

SC-17.02 Arbitration

Add the following new paragraph immediately after Paragraph 17.01. SC-

17.02 Arbitration

A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 15.07) including but not limited to those not resolved under the provisions of Paragraphs SC-17.01A and 17.01.B will be decided by arbitration in

accordance with the rules of American Arbitration Association, subject to the conditions and limitations of this Paragraph SC-17.02. 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.

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 30 day period specified in Paragraph SC-17.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other 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 Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

C. No arbitration arising out of or relating to the Contract Documents 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:

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
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.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

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 Controlling Law relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

ARTICLE 18 – MISCELLANEOUS

Add the following new paragraphs immediately after 18.08.A:

SC-18.09 Access to Records

A. At all times during regular business hours and as often as *Owner* requires, Contractor shall provide full and free access to the Owner, and Engineer, to any books, documents, papers, and records related to the work for the purpose of examination, audit, and duplication. The Contractor shall maintain all required accounts, records, and books for three years after final completion of the work.

Construction Management Documentation

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CM1 PURPOSE

The purpose of this documentation manual is to provide a consistent method and uniformity to all construction projects as identified below:

- A. Projects requiring formal specification/bid package and plans - \$50,000 and over.
- B. State and Federal projects relating to grants or finding program.

CM2 Documentation

All construction contract documents are part of the County's standard bid package. These documents are updated depending on the project funding source or grant requirements. GC Article 3 – Documents: Intent, Requirements, Reuse

CM3 SUMMARY OF WORK

The Work to be done under these Specifications shall include the installation of all materials and equipment necessary for, or incidental, to the installation of all of the improvements.

CM4 STANDARD SPECIFICATIONS

By reference the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (Orange Book) as adopted by Washoe County, City of Sparks, City of Reno, Carson City and Douglas County. This shall be referenced in the Contract Documents as if included in part or whole.

CM5 CONTRACT CORRELATION

In the event that the terms, provisions, conditions, specifications or requirements contained in one contract document should conflict with those contained in another contract document, then such conflict shall be resolved in accordance with the following order of precedence:

- A. Change Orders.
- B. Addenda.
- C. Special Provisions.
- D. The Plans.
- E. The General Provisions.
- F. The OWNER-CONTRACTOR Agreement.
- G. Standard Details for Public Works Construction, as adopted by Douglas County.
Specifications shall take precedence over notes on drawings. Large-scale drawings shall take precedence over smaller scale drawings.

CM6 DUST CONTROL

The CONTRACTOR shall take whatever steps, procedures, or means are required to prevent abnormal dust conditions being caused by his operations in connection with this Contract; and on any unpaved road which the CONTRACTOR or any of his subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modifications of operations, or any other means acceptable to the ENGINEER and the Health or Environmental Control Agency having jurisdiction.

CM7 STOCKPILING

The Contractor shall receive approval for the location of any stockpiles from Douglas County prior to storing any materials.

The Contractor shall stockpile or store materials on-site so as not to block drainage ways or roadside ditches. All roadside ditches or drainageways disturbed by the Contractor shall be graded to allow for unrestricted flow of drainage water or stormwater runoff prior to his leaving the site each day.

CM8 CONTRACTOR'S USE OF PREMISES

Access to the work site and staging areas shall be coordinated with Douglas County. Stockpiling, clean up, and the parking of equipment shall be coordinated and approved by Douglas County.

CM9 CLEANUP & WASTE DISPOSAL

Throughout the period of construction, the CONTRACTOR shall keep the Work site free and clean of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the Work, all unused materials, surplus earth and debris, excepting select material which may be required for refilling or grading.

Upon completion of the Work and prior to final acceptance of the project, the Contractor shall remove from the vicinity of the completed Work all plant, surplus material and equipment belonging to him or used under his direction during construction.

The Contractor shall provide for the disposal of all surplus materials, waste products, debris and rejected materials, and shall make necessary arrangements for such disposal in a safe and lawful manner in accordance with State, local and federal codes and regulations. Ditches, washes, and drainageways shall not be filled.

Any damage, oil spills, or other accident affecting the pre-construction condition of any improvements shall be repaired/cleaned to the satisfaction of Douglas County prior to final completion

CM10 CONTRACT MODIFICATION PROCEDURES

A. Minor Changes in Work: Field Orders authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Engineer, in writing.

B. Change Order Proposal Requests:

1. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Engineer, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - a. Proposal requests issued by the Engineer are for information only. Do not consider them as instruction either to stop work in progress, or to execute the proposed change.
 - b. Unless otherwise indicated in the proposal request, within 7 days of receipt of the proposal request, the Contractor shall submit to the Engineer, for the Owner's review, an estimate of costs necessary to execute the proposed change. The following shall be included in the proposal request:
 - (1) A list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made.
 - (2) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - (3) A Statement indicating the effect the proposed change in the Work will have on the Contract Time.
2. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request in writing for a change to the Engineer. (No verbal communications will be considered valid).
3. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
4. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
5. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
6. If the proposed change in the Work requires the substitution of one product or system for a specified product or system, provide information substantiating its equivalency.

C. Work Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Engineer may issue a Work Change Directive, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Work Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
2. DOCUMENTATION: Contractor shall maintain detailed records on a time and materials basis for work required by a Work Change Directive which will be verified by the inspector.
3. After completion of the change, the Contractor shall submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

CM11 PROJECT MEETINGS

A. Pre-Construction Conference:

1. The Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 48 hours prior to commencement of any construction activities.
2. Attendees: The Owner, Public Entities, Utilities, Engineer, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress including, but not limited to such topics as:
 - a. Tentative Construction Schedule.
 - b. Critical work sequencing.
 - c. Designation of responsible personnel.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for processing Applications for Payment.
 - f. Distribution of Contract Documents.
 - g. Submittal of Shop Drawings, Product Data and Samples.
 - h. Record documents.
 - i. Use of the premises.
 - j. Work and storage areas.
 - k. Safety procedures.
 - l. First aid.
 - m. Security.
 - n. Housekeeping.
 - o. Working hours.
 - p. Schedule of progress meetings.

CM12 Testing

- A.** All testing methods and frequencies shall conform to the latest edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (Orange Book) and the Contract documents (General, Special and Technical Sections). GC Article 14 – Testing and Inspections; Correction, Removal or Acceptance of Defective Work.
- B.** Testing shall be under the direction of the Construction Manager and be under contract by the County.
- C.** Reference EJCDC C-700 Section 14 for

CM13 Quality Control & Quality Assurance

- A.** All materials and equipment for the project shall conform to project and as stated in the General Conditions.
- B.** In addition to the requirements of the "Orange Book", the Construction Manager shall coordinate and cause to hire a geotechnical testing firm to perform quality assurance. The level of quality assurance will be based on the type of project and the magnitude of the work. The geotechnical firm shall provide to the Construction Manager a scope of work to address their duties. If the work is being performed on a NHS (National Highway System) or if a contractor's results are used in the acceptance process, an additional separate geotechnical firm must be hired to perform IA (Independent Assurance).
- C.** Any Geotechnical firm hired by the County shall provide to the County documentation that the firm complies with AASHTO accreditation and other specific certifications as necessary to perform the quality control/quality assurance work.
- D.** The following documents are attached to the project:
 - NDOT Construction Manual
 - NDOT Documentation Manual

Exhibit C

Technical Specifications

Note: In the event these specifications conflicts with other sections of this document, the specifications found in this section will govern.

1. Supplemental Specifications

a. AWARD AND EXECUTION OF CONTRACT

1. **Award of Contract.** In order to meet the requirement prescribed under Section 112 (c) of Title 23, United States Code, relative to the award of contracts, furnish with the proposal a sworn statement executed by or in behalf of the person, firm, association or corporation submitting the bid. Provide such sworn statement in the form in the contract documents and sworn to before such persons as are authorized by the laws of the State to administer oaths.

2. **DBE Verification and Award Requirements.** A DBE participation goal/percentage of 3.02% has been established for this contract.

The award of the contract, if it be awarded, shall be to the lowest responsible and responsive bidder meeting the DBE goals or who has made a good faith effort to do so as outlined in the Bidding Requirements and Conditions.

The DBE information is subject to verification by Douglas County and/or the Department of Transportation, which may require additional information or clarification. The DBE information shall be placed on the "Bidder Disadvantaged Business (DBE) Information" form. Complete the form entirely with all the required information.

Provide written confirmation letters and quotes from each DBE firm named on the "Bidder Disadvantaged Business (DBE) Information" form to meet the DBE goal, stating that they agree to perform the work committed to, for the price committed to on the form. This written confirmation must be on the DBE firm's letterhead and must be received by Douglas County no later than 5:00 p.m. local time on the next business day following the bid opening.

If it is determined that the bidder has failed to meet the DBE requirements, the bidder will be provided an opportunity for administrative reconsideration prior to the award of the contract to the next apparent low bidder.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether they met the goal or made adequate good faith efforts to do so.

The decision on reconsideration will be made by an official who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so.

The bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

A written decision on reconsideration will be sent to the bidder explaining the basis for finding that they did or did not meet the goal or make adequate good faith efforts to do so.

The result of the reconsideration process is not administratively appealable to Douglas County and/or the Department of Transportation.

Failure by the Contractor to fulfill the DBE contract requirements and to demonstrate good faith efforts constitutes a breach of this contract. In such instance, Douglas County may:

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- (a) Withhold progress payments or portion thereof;
 - (b) Deduct as damages an amount equal to the unmet portion of the DBE commitment not achieved;
 - (c) Remove the Contractor from the prequalified bidders list for repeated violations;
 - (d) Suspend and debar for violations, falsifications, or misrepresentations;
 - (e) Terminate the contract; or
 - (f) Refer the matter for criminal prosecution.

b. CONTROL OF MATERIAL

1. **Buy America.** In accordance with Title 23 CFR 635.410, permanently incorporated steel and/or iron materials on Federal-Aid projects shall be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials, prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials are materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce the steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

c. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1. **Laws to be Observed.** Keep fully informed of all Federal and State laws, all local bylaws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Observe and comply with all such laws,

bylaws, ordinances, regulations, orders and decrees, and protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaws, ordinances, regulations, orders or decrees, whether by yourself or your employees. If Douglas County suffers any fines or penalties because of the failure to comply with said laws or regulations, Douglas County may deduct the amount of said fine or penalty from any monies due.

Any project related use of areas outside of the highway right of way are subject to all applicable Federal, State, and local laws, regulations, ordinances and clearances (including but not limited to environmental and archaeological clearances), as well as the requirements and conditions as specified herein.

Use hauling vehicles transporting materials to and from the project either empty or loaded meeting the requirements and complying with laws and regulations as would be required when traveling on a public street or highway for any other purpose.

During the performance of all contracts, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- a. Compliance with Regulations: The Contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.
- d. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Douglas County and/or the Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where

any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Douglas County, or the Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Douglas County shall impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as Douglas County or the Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Douglas County to enter into such litigation to protect the interests of Douglas County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 2. **Federal Aid Provisions.** (a) Work Subject to Inspection and Approval of Federal Agency. When the United States Government pays all of any portion of the cost of the work, observe the Federal Laws authorizing such participation and the rules and regulations made pursuant to such laws. Subject the work to the inspection of the authorized representatives of such Federal agencies as are created for the administration of these laws, but such inspection will in no sense make the Federal Government a party to the contract and will in no way interfere with the right of either party hereunder.
 - a. Fair Labor Standards Act. The Wage and Hour Division, U.S. Department of Labor requires that contractors or subcontractors engaged in highway construction work meet the provisions of the Fair Labor Standards Act of 1938 (52 Stat. 1060) or as amended. (Title 29, United States Code, Section 201, etseq.)
 - b. Cargo Preference Act. Contractors and subcontractors engaged in transoceanic shipment of any equipment, material, or commodities pursuant to this contract, are required to meet the provisions of the Cargo Preference Act of 1954 (46 CFR 381, paragraph 7b) or as amended.
 - c. Nondiscrimination Assurance. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- 3. **Liability Insurance.** (a) Insurance Requirements for Contractors. Do not commence any work

or allow any subcontractor to commence any work under this contract until obtaining all insurance and bonds as required. 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 agents, representatives, employees, or subcontractors.

Consider full compensation for the cost of premiums on the insurance described herein as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

1. Minimum Scope of Insurance. Obtain and maintain in force for the full period of this contract:
 - a. Worker's Compensation Insurance.
 - b. Insurance Services Office Commercial General Liability Insurance Form or its equivalent.
 - c. Auto Liability Insurance, code 1, "any auto."
 - d. Excess Liability Insurance (Umbrella Form or Following Form Excess where necessary to meet the required minimum amounts of coverage).
 - e. Whenever construction operations covered under said contract are to be performed upon or in proximity to railroad property, provide public liability and property damage insurance for limits of coverage not less than required by the railroad.
2. Minimum Limits of Insurance. Maintain limits no less than:
 - a. Commercial General Liability. \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for bodily injury, property damage, including but not limited to personal injury, sickness, disease or death or damage to or destruction of the property of persons arising directly or indirectly out of or in connection with the performance of work under this contract.
 - b. Automobile Liability. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation Insurance. Obtain worker's compensation insurance according to NRS Chapters 616 and 617 for employees engaged on or at the site of the project.

In the event any class of employee engaged in any work under this contract or at the site of the project is not protected under the State of Nevada Industrial Insurance Act, then provide and cause each subcontractor to provide adequate insurance coverage in a form and by an insurance carrier satisfactory to the State of Nevada for the protection of such employees. The insurance company shall agree to waive all rights of subrogation against the State of Nevada, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the State of Nevada.

3. Deductibles and Self-Insured Retentions. Declare any deductibles or self-insured retentions to and receive approval by the State of Nevada. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects the State of Nevada, Department of Transportation, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages:

- (1) The Federal Highway Administration and the Nevada Department of Transportation, their officers, officials, employees, consultants, and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Federal Highway Administration and the Nevada Department of Transportation, their officers, officials, employees, consultants, or volunteers.
- (2) The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Nevada Department of Transportation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Nevada Department of Transportation, its officers, officials, employees, or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The insurance companies shall immediately notify Douglas County if, at any time during the term of the contract, the limits of the General Liability, or Excess Liability, including Aggregate Limits, as described on the certificates, have been impaired by more than 10% of the limits indicated for each policy.
- (6) The insurance companies that provide Commercial General Liability coverage and/or Automobile Liability coverage shall waive their rights of subrogation against the additional insured.

b. All Coverages:

- (1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior notice given to Douglas County.
- (2) Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the Contractor's

operations under this contract.

- (3) Douglas County is not liable for the payment of any deductibles or assessments on any insurance policies purchased by the Contractor.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-:VII. The carrier shall have a home office in the United States. Lloyd's of London is the sole exception to the requirements of Best's Rating, financial size and home office location.

6. Instructions for Completions of Certificates of Insurance. At the time of executing this contract, deliver to Douglas County, 1594 Esmeralda Ave, Minden, Nevada, 89423, Attention: Labor Compliance Officer, a certificate of insurance evidencing coverage as specified.

- a. If having Commercial General Liability Coverage as provided under the 1986 Occurrence Form, use Standard Accord Certificate 25-S (3/93 Rev.) If having Comprehensive General Liability Coverage as provided under the 1973 Occurrence Form, use Standard Accord Certificate 25-N (3/93). Claims made coverage is not acceptable.
- b. By separate endorsements, show the Federal Highway Administration and Department of Transportation to be additional insureds. Sign and attach the additional insured endorsement to the certificate. (It is understood that the certificates of worker's compensation insurance issued by Employers' Insurance Company of Nevada do not name additional insureds).
- c. Sign and attach the waiver of subrogation endorsements to the certificate.
- d. If the General Liability is provided on an aggregate limit per project, Form #CG2503(11/85) or CB2501(11/85), Douglas County shall waive the requirements that they be notified when limits have been impaired by more than 10% of the limits indicated. When the coverage is provided on an aggregate limit per project, attach a signed copy of the endorsement to the certificate.
- e. Properly show the full legal operating names of the Contractor and insurance carrier on the certificate.
- f. If the Contractor's Liability Coverage contains a deductible, show the amount of the deductible on the certificate. If there is no deductible, state it.
- g. Amend the cancellation section of the certificate to amended to read as follows:
"Should any of the above described policies be canceled or materially changed before the expiration date thereof the issuing company will mail 30 days written notice to the certificate holder named to the left."
- h. All changes or alterations to the Certificate of Insurance as required by the State of Nevada shall be initialed by the authorized representative who signs the certificate.
- i. The Certificate of Insurance must be countersigned by a resident agent in the State of Nevada according to NRS 680A.300.
- j. The Certificate of Insurance must comply with all insurance requirements as set forth or the certificate will be rejected.

7. General. Furnish Douglas County with one certified copy of all insurance required under subparagraph (a) of Liability Insurance in Legal Relations and Responsibilities to the Public. Send this

copy directly to the Nevada Department of Transportation, 1263 S. Stewart Street, Carson City, Nevada 89712 - Attention: Contract Compliance Officer.

d.PROSECUTION AND PROGRESS

1. **Subletting of Contract.** Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof or right, title or interest therein, without prior written consent of the Engineer and of the surety. The subcontractor or assignee shall not have any claim against Douglas County by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds. Without exception and before the performance of any work by a subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the Contractor and the subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows:

- (a) The type, amount, and price for partial items of work must be clearly indicated.
- (b) Subcontracts with DBE/SBE firms must clearly show the type, amount, and agreed price for the work.

The subcontractors shall not begin work on the contract until after these documents have been reviewed and approved.

See the paragraph contained in Wage and Conditions of Employment pertaining to Title 29, Code of Federal Regulations, Part 1926.

See the Bidding Requirements and Conditions in the Supplemental Instructions to Bidders for subcontractor information required on the day of bid opening.

According to NRS 338.141, do not substitute any person for a subcontractor who is named in the bid, unless:

- (a) Douglas County objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
- (b) The substitution is approved by Douglas County and:
 1. The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered;
 2. The named subcontractor files for bankruptcy or becomes insolvent; or

3. The named subcontractor fails or refuses to perform his subcontract within a reasonable time. Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts.

Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the contract except as follows:

- (a) If electing to furnish materials for work to be performed by an approved subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a Contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

- (b) When performed by subcontract, any items that have been selected as "Specialty Items" for the contract will be excluded from amounts applicable to the subcontracted percentage. "Specialty Items" for the contract will be listed as such in the Special Provisions. The contract amount bid for "Specialty Items" so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the Contractor.

Douglas County and the Contractor will not recognize any subcontractor on the work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and Douglas County. The Contractor will be held solely responsible for the progress of the work according to the progress required.

Insert in each subcontract all of the following contract provisions, copies of which are contained in the contract documents:

- (a) LABOR PROVISIONS: The "DESIGNATED HOURLY MINIMUM WAGE RATES" supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
- (b) FORM FHWA-1273: The "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)", "Appendix A of Department of Transportation Order 1050.2A" and "Appendix E of Department of Transportation Order 1050.2A."
- (c) The "ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS."

- (d) The “STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).”
- (e) The “ADDITIONAL CONTRACT PROVISIONS – EQUAL EMPLOYMENT OPPORTUNITY TRAINING SPECIAL PROVISIONS.”
- (f) The certification on “RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS.”
- (g) The “AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) and 2 CFR PARTS 180 AND 1200 – SUSPENSION AND DEBARMENT”

Insert the following statements in each subcontract:

“NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACT LABOR PROVISIONS”

“In connection with the performance of work under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder.”

“Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including the “Designated Wages” as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the “Required Contract Provisions, All Federal-aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)”; the “Contract Work Hours Standards Act—Overtime Compensation.”

“Compliance with the Provisions of NRS 338.125 is mandatory insofar as it does not conflict with the above provisions of Title VI of the Civil Rights Act of 1964,” a pertinent portion is as follows:

“In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, age, color, national origin or sex. 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.”

“NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES”

“A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, must be executed by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity Clause.”

“Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or

entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities."

"Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause."

Also insert in each subcontract agreement, a clause requiring subcontractors to include the contract provisions mentioned herein in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The contract provisions shall in no instance be incorporated by reference.

The Contractor shall not terminate a DBE/SBE subcontractor (or an approved substitute DBE/SBE firm) listed as specified in the Bidding Requirements and Conditions without written approval. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE/SBE subcontractor with its own forces or those of an affiliate, a non-DBE/non-SBE firm, or with another DBE/SBE firm.

Douglas County will provide such written approval only if it agrees that the Contractor has good cause to terminate the DBE/SBE firm. Good cause includes the following circumstances:

1. The listed DBE/SBE fails or refuses to execute a written contract.
2. The listed DBE/SBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/SBE to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
3. The listed DBE/SBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
4. The listed DBE/SBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The listed DBE/SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law.
6. Douglas County has determined the listed DBE/SBE is not a responsible contractor.
7. The listed DBE/SBE voluntarily withdraws from the project and provides to the Contractor and Douglas County written notice of its withdrawal.
8. The listed DBE/SBE is ineligible to receive DBE/SBE credit for the type of work required.

9. A DBE/SBE owner dies or becomes disabled with the result that the listed DBE/SBE contractor is unable to complete its work on the contract.
10. Other documented good cause that you determine compels the termination of the DBE/SBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE/SBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE/SBE was engaged or so that the Contractor can substitute another DBE/SBE or non-DBE/non-SBE after contract award.

The Contractor shall give notice in writing to the DBE/SBE and Douglas County of its intent to request to terminate or substitute a DBE/SBE, and the reason for the request. The Contractor shall give the DBE/SBE 5 days to respond to the Contractor's notice and advise Douglas County and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the termination should not be approved. If required in a particular case as a matter of public necessity, Douglas County may provide a response period shorter than 5 days.

When a DBE/SBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor will make good faith efforts to find another DBE/SBE subcontractor to substitute for the original DBE/SBE. These good faith efforts shall be directed at finding another DBE/SBE to perform at least the same amount of work under the contract as the DBE/SBE that was terminated, to the extent needed to meet the contract goal.

e.MEASUREMENT AND PAYMENT

1. **Payments to Subcontractors.** Maintain records and documents of payments to subcontractors for 3 years following the final inspection and acceptance of the contract. These records must be available for inspection upon request by any authorized representative of Douglas County, *NDOT* or *FHWA*. This requirement also extends to any subcontractor.

Report payments made to each subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that subcontractors report their payments to lower-tier subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

The prime contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than 30 days from the receipt of each payment the prime contractor receives from Douglas County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2). For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d)

Payment, if applicable, of all union benefits or to employee trust accounts.

Douglas County will also review payments to DBE/SBE subcontractors to ensure that the actual amount paid to subcontractors is consistent with the dollar amounts stated in the schedule of DBE/SBE participation.

Douglas County will bring to the attention of the U.S. Department of Transportation (USDOT) any false, fraudulent, or dishonest conduct by the prime contractor in connection with the Federal Aid requirements and the DBE program, so that the USDOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Subpart F of 49 CFR, Part 26.

Douglas County will consider action under their legal authorities, including responsibility determinations in future contracts, for any false, fraudulent, or dishonest conduct by the prime contractor in connection with the subcontractor information or payments.

f. WAGES AND CONDITIONS OF EMPLOYMENT

1. **Description.** The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the contract by subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the contract documents. Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to Douglas County, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the “site of the work.” The term “site of the work” is defined as follows:

The “site of the work” is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor’s agents. Material sources controlled by Douglas County and staging areas set up to construct portions of the work are considered to be the “site of the work.” Not included in the “site of the work” are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the “site of the work.”

The Contractor and subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee engaged in

work on the project. Submit these payrolls and statement of compliance to the Nevada Department of Transportation and the State of Nevada Labor Commissioner.

Submit payrolls electronically via the internet into Douglas County's contracted payroll tracking system. 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, Douglas County will provide the Contractor with the website addresses and a Login Identification and Password to access the payroll system.

Douglas County's contracted payroll tracking system is LCP Tracker. Options for interface software and training to utilize the system are available on LCP Tracker websites.

Pay an annual LCP Tracker Access Fee of \$1,100.00 for contracts bid up to \$5 Million, an annual fee of \$1,800.00 for contracts bid over \$5 Million up to \$10 Million, an annual fee of \$2,900.00 for contracts bid over \$10 Million up to \$25 Million, and an annual fee of \$5,800.00 for contracts bid over \$25 Million up to \$100 Million.

2. **Laws Cited.** See the provisions and requirements of the following:
 - (a) Wages, Hours and Employment on Public Works—NRS Chapter 338.
 - (b) Nevada Industrial Insurance Act—NRS Chapter 616A. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act, and furnish said certificate before any work is commenced.
 - (c) Unemployment Compensation Law—NRS Chapter 612.
 - (d) Highway Camp Sanitation—NRS 444.130, 444.200 and 444.210.
 - (e) Fair Labor Standards Act of 1938 (52 Stat. 1060).
 - (f) Work Hours Act of 1962.
 - (g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the Contractor.
 - (h) Fraudulent and Discriminatory Employment Practices—NRS Chapter 613.

3. **Training Program.** In accordance with 23 U.S.C. 140(a) and as a part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as specified herein. Provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved. The number of hours of training will be as indicated in the Proposal.

In the event that a portion of the contract work is subcontracted, determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor retains the primary responsibility for meeting the training requirements specified. Insure that these training specifications are made applicable to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, submit for approval, the number of trainees in each selected classification and training program to be used. Furthermore, specify the starting time for training in each of the classifications. Credit will be given for each trainee employed on the contract

work who is currently enrolled or becomes enrolled in an approved program and reimbursement will be made for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of these training requirements. Make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with these training requirements. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Do not employ any person as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. Satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case.

The minimum length and type of training for each classification shall be as established in the training program selected by the Contractor and approved by Douglas County and the Federal Highway Administration. Douglas County and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made

where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wages during the offsite training period.

No payment will be made to the Contractor if either the failure to provide the required training or the failure to hire the trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting these training requirements. It is normally expected that a trainee will begin their training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in their work classification or until they have completed their training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under these training requirements if acceptable training has been provided for the number of training hours specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees shall be paid at least 60% of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75% for the third quarter of the training period, and 90% for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these specifications.

Furnish each trainee a copy of the program they shall follow in providing the training. Provide each trainee with a certification showing the type and length of training satisfactorily completed.

Maintain records and furnish periodic reports documenting performance of these training requirements.

METHOD OF MEASUREMENT

4. **Measurement.** Training will be measured by the hour that trainees are employed on the contract.

BASIS OF PAYMENT

5. **Payment.** The accepted quantities of training, measured as specified above, will be paid for at the price per hour as specified in the Training Special Provisions and indicated in the Proposal. Payment will be full compensation for the work prescribed in this Section.

Payment will be made under:

Pay Item	Pay Unit
Training.....	Hour

g. ENVIRONMENTAL

1. **Naturally Occurring Asbestos and Erionite.** The project area has been screened by NDOT for the potential to contain naturally occurring asbestos (NOA) and erionite. Based on NDOT screening, there is potential for these minerals to be present at the site. The contractor shall evaluate the soil and rock that may be disturbed for the potential of containing NOA or erionite. This can be done by looking at the geology and/or sampling and analyzing the earthen material.

Once the potential for NOA and erionite have been established, the contractor is responsible for determining the procedures necessary to reduce the exposure of their employees and the general public to NOA or erionite fibers. At a minimum, dust control measures should include no visual dust evident on or leaving the project site. Based upon the length of the project and the concentration of the NOA and erionite detected in soil or rock, the contractor may employ other procedures to protect workers and the general public. These could include, but are not be limited to, the following: control of access, cleaning of equipment before it leaves the site, use of personal protective equipment, monitoring of personnel for exposure, and monitoring ambient air. The party is responsible for the health and safety of its employees as it relates to NOA and erionite.

2. **Migratory Birds.** All vegetation/structure removal shall be conducted to avoid impacts to listed migratory birds (50 CFR 10.13) that may be actively utilizing vegetation/structures for nesting. Migratory birds are protected in Nevada by NAC 503.050. When possible, vegetation/structure removal should not occur during avian breeding season (generally March 1 through July 31 for Northern Nevada). Raptors and owls may begin nesting as early as January. If vegetation/structure removal shall occur during avian breeding season, nesting surveys shall be conducted by a biologist with experience in bird identification, general nesting behavior, nest and egg identification, and knowledge of habitat requirements for migratory birds. The survey shall be conducted a maximum of 7 days prior to land disturbance. Submit a copy of the biologist's survey report and the biologist's curriculum vitae to the NDOT Engineer, who will provide to the NDOT Environmental Services Division for review.

If nesting sites are found within the project limits, NDOT Environmental Services Division must be contacted through the NDOT Engineer to determine a suitable buffer area around the nest site. The buffer area around the nest site will be flagged as an avoidance area. Disturbance shall not occur within the flagged avoidance area while the nest is occupied.

Bird nests containing eggs and/or young shall not be disturbed until after the young have left the nest, including swallows nesting on structures, and bats using structures for roosting. The Contractor may take preventative measures prior to avian breeding season to ensure that birds do not create nests on structures.

Be responsible for project delays ensuing from a failure to take into account bird nesting season and/or safeguard structures from bird nest construction. Approval shall be obtained prior to commencement of any contract-related activity resulting in the disturbance or removal of unoccupied nests. Do not commence vegetation/structure removal until written approval is obtained.

3. **Bats.** If bats are identified roosting within the construction area, contact the Nevada Department of Wildlife (NDOW) for proper guidance. An avoidance area with a 100' radius must be maintained until formal guidance is received. For information on how to contact NDOW go to: http://www.ndow.org/Our_Agency/Contact_Us/
4. **Noxious Weed Management.** Prevent the establishment and spread of Nevada State listed noxious weeds per NRS 555.

h.STORMWATER

1. Due to the location of the project, the contractor shall obtain coverage under the NDEP Stormwater Construction General Permit (CGP).

Exhibit D

Description, Measurement & Payment Special Provision

INTRODUCTION

This section seeks to clearly identify more of those tasks which are specifically included in each of the respective Bid Schedule items and thereby minimize the confusion that sometimes arises with regard to measurement of and payment for specific tasks comprising the Work. Inclusion or exclusion of any item or task from this Section shall in no way be construed to mean that additional payment shall be required of the OWNER. All materials, equipment, expenses, operations and labor necessary to complete the Work in the manner intended by the Drawings and required by the Contract Documents and Project Specifications not specifically listed as a bid item in the Bid Schedule or described in the following subsections shall be considered incidental to the Work, shall be included in the unit costs for the various Bid Schedule items, and shall not cause the CONTRACTOR to be eligible for additional payment by the OWNER.

Award of Contract. All items on the Bid Schedule shall be considered deductible alternate bid items. The OWNER shall remove bid items as required to meet the construction budget. The low bid shall be considered to be that bid which has the lowest total cost on the bid items selected by the OWNER for inclusion in the final Agreement rather than the total cost of all bid items prior to the elimination of various deductible alternate bid items.

Testing and Inspection. The OWNER shall contract with a geotechnical firm to perform testing of the proposed improvements in accordance with “Orange Book” requirements. Inspections will be performed by the OWNER. The CONTRACTOR shall include the cost of coordination (if any) with OWNER and the geotechnical testing firm in the unit cost of each bid item.

Survey Control. The CONTRACTOR shall be responsible for providing horizontal and vertical control staking of all improvements. The survey control shall be established by Nevada Surveyor that is licensed, bonded and insured. There is no separate bid item for survey control. The cost for providing survey control will be considered part of the unit cost of the bid item most closely associated with the improvement.

BID ITEMS

Bid Item 01: “MOBILIZATION & DEMOBILIZATION”

Scope: This item shall include all labor, materials, equipment, and incidentals for obtaining clearances for the Work, moving and removing personnel, equipment, supplies and incidentals to the Project Site, providing protection of delivered materials, quality control, clean-up, temporary utilities and quarters, permits, bonds, insurance, licensing, record keeping, supervision, storm water control including NDEP requirements if any, noise abatement, waste, rubbish disposal and control, sanitation, project close-out operations, water for construction, etc. This item shall also include preparation of all necessary paperwork and coordination required for the project such as agreements, material submittals, shop drawings, pay requests, requests for information, coordination meetings, preparation of record information etc. This item includes obtaining coverage for the project under the NDEP Stormwater Construction General Permit.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a lump sum basis. The lump sum unit price for mobilization shall not exceed **10%** of the total bid. In the event that certain bid items are excluded or reduced due to budget constraints, the lump sum unit price for Mobilization shall be reduced on a weighted percentage basis where the percent reduction is the total cost of the excluded items divided by the original total bid. Partial requests for Mobilization will be made in accordance with the payment schedule table below.

Payment	Amount	When Paid
1 ST	25% of mobilization	With first partial payment after 3% of the original contract amount earned by the CONTRACTOR.
2 ND	25% of mobilization	When amount earned by CONTRACTOR is 10% of the original contract price.
3 RD	25% of mobilization	When amount earned by CONTRACTOR is 50% of the original contract price.
4 TH (last)	25% of mobilization	When project is complete and accepted.

Bid Item 02: “DUST CONTROL AND & DEWATERING”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to mitigate dust and dewater the site so the work may be installed per plan. Dust control shall be maintained throughout the course of construction. Dewatering shall be maintained as long as necessary for the work to be installed and in place. This includes complying with all NDEP permits required for dust control and dewatering. The Contractor shall study the geotechnical report closely to understand that high groundwater has been found along the entire project alignment. This item shall also include all efforts, material, equipment and personnel required to temporarily divert any and all irrigation flow that may be present or required to be maintained during the course of the project and subsequently restoring the temporary diversion to its historic or planned location.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a lump sum basis. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 03: “CLEAR, GRUB & DEMOLITION”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to clear and grub the project area as shown on the approved plans and recommended in the geotechnical report and disposal of the deleterious material. This includes removal of shrubs, trees and willows including the root masses of such vegetation. This item shall also include the replacement of the excavation created by the removal of root masses with structural fill in accordance with the specifications for installation of structural fill. The Contractor shall make every effort to limit the amount of area clear and grubbed but in no case shall the disturbed area extended past the Owner’s legal limits to perform work. General demolition is included with this bid item including the disposal of debris as contemplated by the approved plans and may be required in order to perform the work. This includes any necessary saw-cutting, excavation, disposal, patching of pavement, patching of concrete, touch-up of damaged infrastructure, relocation of landscape and irrigation that may be required to perform the work. This item includes any required disposal fees.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a lump sum basis. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 04: “REVEGETATION”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to provide all necessary revegetation of all areas disturbed during the course of construction outside of the improved areas for the multi-modal trail. This includes establishing and maintaining temporary irrigation facilities until revegetation has been established.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a lump sum basis. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 05: “TEMPORARY TRAFFIC CONTROL”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to provide all necessary traffic control for the project. This includes obtaining any necessary road closure permits.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a lump sum basis. Partial pay request shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 06: “TEMPORARY EROSION CONTROL & BMPs”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to provide and maintain all necessary temporary erosion control and best management practices as contemplated by the approved plans throughout the course of the project. This work shall be installed and in place and maintained throughout construction. This includes but is not limited to filter fencing, temporary construction accesses, street sweeping etc.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a lump sum basis. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 07: "MASS GRADING & ON-SITE EARTHWORK"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to mass grade the site to the line and grade shown on the approved plans. This includes any necessary excavating (cutting), screening (if required), transporting, stockpiling, moisture conditioning (if required), filling, grading and compaction. This work shall be installed and in place.

Measurement: This item shall be measured per Cubic Yard of material cut and in place. Expansion and/or contraction of the material will not be considered in the measurement of this item.

Payment: This item will be paid for on a Cubic Yard basis for the amount of material cut and in place. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 08: "IMPORT STRUCTURAL FILL"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the structural fill to the line and grade shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading and compaction. This work shall be installed and in place.

Measurement: This item shall be measured per Cubic Yard of material imported and in place. Expansion and/or contraction of the material will not be considered in the measurement of this item.

Payment: This item will be paid for on a Cubic Yard basis for the amount of material imported, installed and in place. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 09: "PCC SIDEWALK SECTION"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the PCC Sidewalk Section to the line and grade shown on the approved plans. The work includes concrete, aggregate base and subbase per detail and soils report. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, temporary form work. This work shall be installed and in place for the entire PCC Sidewalk section.

Measurement: This item shall be measured per Square Foot of concrete sidewalk installed and in place as measured by multiplying the length of the center of the sidewalk by the average width.

Payment: This item will be paid for on a Square Foot basis for the amount of sidewalk installed and in place and include the entire structural section as shown on the approved plans. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 10: "TYPE 1 PCC CURB & GUTTER"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the Type 1 PCC Curb and Gutter structural section to the line and grade shown on the approved plans. The work includes the concrete, aggregate base and subbase per detail and soils report. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, temporary form work. This work shall be installed and in place for the entire curb and gutter section.

Measurement: This item shall be measured per Linear Foot of concrete sidewalk installed and in place as measured along the back of the curb.

Payment: This item will be paid for on a Linear Foot basis for the amount of curb and gutter installed and in place and include the entire structural section as shown on the approved plans. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 11: "FLEXIBLE PAVEMENT SECTION"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the Flexible Pavement Section per the detail to the line and grade shown on the approved plans. The work includes asphalt, aggregate base and subbase per detail and approved soils report. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction. This work shall be installed and in place for the entire flexible pavement section.

Measurement: This item shall be measured per Square Foot of flexible pavement installed and in place as measured

by multiplying the length of the center of the multi-modal trail by the average width. In areas where the trail does not have an average width such as radii at intersection of trail an as-built survey may be performed to verify the area of flexible pavement.

Payment: This item will be paid for on a Square Foot basis for the amount of flexible pavement section installed and in place and include the entire structural section as shown on the approved plans. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 12: "GRAVEL SHOULDER"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the Gravel Shoulder Section to the line and grade shown on the approved plans. The work includes aggregate base and subbase per detail and soils report. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction. This work shall be installed and in place for the entire gravel shoulder section. The gravel shoulders adjacent to the boat ramp are not included in this item.

Measurement: This item shall be measured per Square Foot of gravel shoulder installed and in place as measured by multiplying the length of the shoulder where it meets the edge of paving for the multi-modal trail or the edge of concrete boat ramp by the average width of the trail or boat ramp.

Payment: This item will be paid for on a Square Foot basis for the amount of gravel shoulder installed and in place and include the entire structural section as shown on the approved plans. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 13: "WILLOW CONTROL FABRIC"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the Willow Control Fabric as shown on the approved plans. This work shall be installed and in place as shown on the approved plans.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a Lump Sum basis. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 14: "BOLLARD"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to provide and install Bollards as shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction and formwork. This work shall be installed and in place for each bollard.

Measurement: This item shall be measured per Each Bollard installed and in place as measured by each bollard.

Payment: This item will be paid for on a per Each basis for the number of Bollards installed and in place. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 15: "BOAT ACCESS RAMP"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the Boat Access Ramp Section to the line and grade shown on the approved plans. The work includes concrete, aggregate base and subbase per detail and approved soils report. The gravel shoulders adjacent to this ramp shall be included with this bid item. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, formwork. This work shall be installed and in place for the entire boat access ramp section.

Measurement: This item shall be measured per Each Boat Access Ramp installed and in place.

Payment: This item will be paid for on a per Each basis for the amount for the number of Boat Access Ramps installed and in place. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 16: "ADJUST EXISTING UTILITY COVERS TO GRADE"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to adjust existing utility covers to grade as shown on the approved plans and furnish new utility frame and covers as may be necessary.

This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, saw-cutting, locating and formwork. This work shall be installed and in place for each utility cover. In the event an existing frame and/or cover is damaged or found to be deteriorated to the point where it is not usable, this item shall include furnishing and installing a new frame and/or cover as necessary with no additional compensation.

Measurement: This item shall be measured per Each Utility Cover raised and in place. Utility clusters shall be counted as one. No distinction shall be made on size of utility in regards to measurement, each utility cover (or cluster of covers) shall count as one.

Payment: This item will be paid for on a per Each basis for the number of Utility Covers (or clusters) raised and in place. No additional or less pay shall be made based on size of the existing cover. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 17: "SITE SIGNAGE"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the site signage as shown on the approved plans. This work shall be installed and in place as shown on the approved plans.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a Lump Sum basis. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 18: "PAVEMENT MARKINGS"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the pavement markings (striping) as shown on the approved plans. This work shall be installed and in place as shown on the approved plans.

Measurement: No separate measurement will be made for this item.

Payment: This item will be paid for on a Lump Sum basis. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 19: "BARBED WIRE FENCE"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the wire fence to the line and grade shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, filling, grading, compaction, temporary form work. This item includes relocating the existing gate as shown on the "Fence and Gate" detail on the approved plans. Any hardware required for the fence installation and the gate relocation shall be considered part of the linear foot cost of the fence. This work shall be installed and in place for the entire length of the fence.

Measurement: This item shall be measured per Linear Foot of wire fence installed and in place as measured in a straight line between fence posts.

Payment: This item will be paid for on a Linear Foot basis for the wire fence installed. No separate payment for relocating the gate shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 20: "WOOD SPLIT RAIL FENCE"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the wood split rail fence to the line and grade shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, filling, grading, compaction, temporary form work. Any hardware required for the fence installation shall be considered part of the linear foot cost of the fence. This work shall be installed and in place for the entire length of the fence.

Measurement: This item shall be measured per Linear Foot of wood split rail fence installed and in place as measured in a straight line between fence posts.

Payment: This item will be paid for on a Linear Foot basis for the wood split rail fence installed. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 21: "PEDESTRIAN RAMP"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install pedestrian ramps as shown on the approved plans. This includes concrete, detectable warnings, aggregate base and subbase per detail and soils report. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction and formwork. This work shall be installed and in place.

Measurement: This item shall be measured per Each Pedestrian Ramp installed and in place as measured by each ramp. No distinction will be made based upon the type of pedestrian ramp installed.

Payment: This item will be paid for on a per Each basis for the number of Pedestrian Ramps installed and in place. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 22: “15” CMP Culvert Remove and Relocate”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to salvage and install the salvaged culvert to the line and grade shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, patching and repair. Flared end sections are required on most culverts and this item shall include furnishing and installing any and all flared end sections as noted on the approved plans. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of 15” CMP installed and in place as measured along the top of pipe. The length of the flared end section shall not be considered.

Payment: This item will be paid for on a Linear Foot basis for the amount of 15” CMP installed and in place as shown on the approved plans. No separate payment for flared end sections, warning tape, pavement patching or repairs shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 23: “15” CMP Culvert”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the culvert to the line and grade shown on the approved plans. This item includes furnishing and installing the flared end section(s) as called for on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, patching and repair. Flared end sections are required on most culverts and this item shall include furnishing and installing any and all flared end sections as noted on the approved plans. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of 15” CMP installed and in place as measured along the top of pipe. The length of the flared end section shall not be considered.

Payment: This item will be paid for on a Linear Foot basis for the amount of 15” CMP installed and in place as shown on the approved plans. No separate payment for flared end sections, warning tape, pavement patching or repairs shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 24: “18” CMP Culvert”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the culvert to the line and grade shown on the approved plans. This item includes furnishing and installing the flared end section(s) as called for on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, patching and repair. Flared end sections are required on most culverts and this item shall include furnishing and installing any and all flared end sections as noted on the approved plans. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of 18” CMP installed and in place as measured along the top of pipe. The length of the flared end section shall not be considered.

Payment: This item will be paid for on a Linear Foot basis for the amount of 18” CMP installed and in place as shown on the approved plans. No separate payment for flared end sections, warning tape, pavement patching or repairs shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 25: “18” RCP Culvert”

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install

the culvert to the line and grade shown on the approved plans. This item includes furnishing and installing the flared end section(s) as called for on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, patching and repair. Flared end sections are required on most culverts and this item shall include furnishing and installing any and all flared end sections as noted on the approved plans. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of 18" RCP installed and in place as measured along the top of pipe. The length of the flared end section shall not be considered.

Payment: This item will be paid for on a Linear Foot basis for the amount of 18" RCP installed and in place as shown on the approved plans. No separate payment for flared end sections, warning tape, pavement patching or repairs shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 26: "24" CMP Culvert"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the culvert to the line and grade shown on the approved plans. This item includes furnishing and installing the flared end section(s) as called for on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, patching and repair. Flared end sections are required on most culverts and this item shall include furnishing and installing any and all flared end sections as noted on the approved plans. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of 24" CMP installed and in place as measured along the top of pipe. The length of the flared end section shall not be considered.

Payment: This item will be paid for on a Linear Foot basis for the amount of 24" CMP installed and in place as shown on the approved plans. No separate payment for flared end sections, warning tape, pavement patching or repairs shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 27: "36" CMP Culvert"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the culvert to the line and grade shown on the approved plans. This item includes furnishing and installing the flared end section(s) as called for on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, patching and repair. Flared end sections are required on most culverts and this item shall include furnishing and installing any and all flared end sections as noted on the approved plans. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of 36" CMP installed and in place as measured along the top of pipe. The length of the flared end section shall not be considered.

Payment: This item will be paid for on a Linear Foot basis for the amount of 36" CMP installed and in place as shown on the approved plans. No separate payment for flared end sections, warning tape, pavement patching or repairs shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 28: "14'x3' REINFORCED CONCRETE BOX CULVERT"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the culvert to the line and grade shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, formwork, patching and repair. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of 14'x3' Reinforced Concrete Box Culvert installed and in place as measured along the top of culvert.

Payment: This item will be paid for on a Linear Foot basis for the amount of 14'x3' Reinforced Concrete Box Culvert installed and in place as shown on the approved plans. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 29: "ROCK RIPRAP REINFORCEMENT"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install

the rock riprap reinforcement to the line and grade shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, geotextile. This work shall be installed and in place.

Measurement: This item shall be measured per Cubic Yard of rock riprap installed and in place as measured by the product of the average width, length and depth of the riprap as specified on the plans. Rock installed beyond the depth specified will not be measured.

Payment: This item will be paid for on a Cubic Yard basis for the amount of rock riprap installed and in place. No additional payment will be made for the geotextile or additional rock riprap installed beyond the dimensions specified on the plans. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 30: "IRRIGATION HEAD GATE"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install irrigation head gates as shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction and hardware. This work shall be installed and in place.

Measurement: This item shall be measured per Each pedestrian ramp installed and in place as measured by each ramp. No distinction will be made based upon the type of pedestrian ramp installed.

Payment: This item will be paid for on a per Each basis for the number of pedestrian ramps installed and in place. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 31: "UTILITY TENCHING"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to furnish and install the utility trenching to the line and grade shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction, patching and repair. This item shall include installing the fiber conduit bundle as shown on the approved plans; however, the fiber bundle shall be furnished by the Owner. Any specified traced wire shall be furnished and installed by the Contractor. This work shall be installed and in place.

Measurement: This item shall be measured per Linear Foot of utility trench installed and in place as measured along the center of the trench.

Payment: This item will be paid for on a Linear Foot basis for the amount of utility trench installed and in place as shown on the approved plans. No separate payment for tracer wire, pavement patching or repairs shall be made. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

Bid Item 32: "PULL BOX"

Scope: This item shall include all necessary labor, materials, equipment and incidentals required to install pull boxes as shown on the approved plans. This includes any necessary excavating, transporting, stockpiling, moisture conditioning (if required), filling, grading, compaction and hardware. This work shall include installing the pull boxes; however, the pull boxes will be furnished by the Owner. Other items such as the fiber markers, backfill and drain rock shown on the detail shall be both furnished and installed by the contractor as part of the scope of work for this item. This work shall be installed and in place.

Measurement: This item shall be measured per Each Pull Box installed and in place as measured per pull box.

Payment: This item will be paid for on a per Each basis for the number of Pull Boxes installed and in place. Partial pay requests shall be made on a pro-rata basis in relation to the stage of construction as reviewed and approved by the Owner.

EXHIBIT E

Required Contract
Provisions Federal-Aid
Construction Contracts

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for

withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To

meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a

person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that

there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and

engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more

places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to

render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant

learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Appendix A of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States."

Appendix E of Department of Transportation Order 1050.2A

“During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).”

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization please use the following identification codes:

- i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.
- ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.
- iii. Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.
- iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.
- v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.
- vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.
- vii. Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.
- viii. Not Specified: Only for persons who choose not to list their race, ethnicity, color, or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.”

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

- A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.
- B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.
- C. “Socially and economically disadvantaged individual” means any person who is a citizen or lawful permanent resident of the United States and who is;
 - (a) Black (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);
 - (c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
 - (e) A woman
- D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

- (a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5
- (b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF _____ S

COUNTY OF _____

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title) being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the [Agency Name] will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

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

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

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

Name (please type or print)

Signature

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional

information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount \$ _____

Contract DBE Goal: %.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE/SBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:					

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED
B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:						

C. Total Dollar Value of DBE Participation (Add Totals from Lines A &B): \$ _____**

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____ %

Contractor's Signature

Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.: _____ Contractor: _____

Project No(s): _____ Address: _____

Total Bid Amount \$ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S)* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

* Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."

_____ Contractor's Signature _____ Date

Telephone No. _____

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.:

Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?		DBE CERTIFIED?		SUPPLIER?	
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No
				Yes	No	Yes	No	Yes	No

EXHIBIT F
Geotechnical

Black Eagle Consulting, Inc.

Geotechnical Investigation
**Martin Slough
Trail**

Douglas County, Nevada

October 24, 2014

Prepared for
R.O. Anderson Engineering, Inc.



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

Mr. Jeremy Hutchings
R.O. Anderson Engineering, Inc.
1603 Esmeralda Avenue
Minden, Nevada 89423

October 24, 2014
Project No.: 0127-97-1

L

**RE: Geotechnical Investigation
Martin Slough Trail
Douglas County, Nevada**

Dear Mr. Hutchings:

Black Eagle Consulting, Inc. (BEC) is pleased to present the results of our geotechnical investigation for the above-referenced project. Our investigation consisted of research, field exploration, laboratory testing, and engineering analysis to allow formulation of geotechnical conclusions and recommendations for design and construction of the proposed multimodal trail.

The proposed Martin Slough Trail will be over 15,000 feet in length, traversing through several parcels between Gilman Avenue and North Lucerne Street in the Gardnerville-Minden area. The trail will be a 14-foot-wide multimodal path for use by pedestrians and bicyclists. The middle 10 feet of the trail will include an asphalt concrete paved section. The 2-foot-wide shoulders on each side will be surfaced with aggregate base or gravel. The trail will be subject to occasional vehicular traffic associated with maintenance activities. The project will likely include other improvements near the access and intersection points of the trail alignment near the existing roadways. These improvements will likely include Portland cement concrete (PCC) handicap access ramps, sidewalks, curbs, and gutters. Pipe bollards will also be installed near trail access points to prevent vehicular traffic. Corrugated metal pipe (CMP) culverts will be installed to cross the trail at several locations where the trail is to cross existing small irrigation waterways or where flood water equalization is necessary.

The southern two-thirds of the Martin Slough Trail alignment, south of Buckeye Road, is underlain by clay soils. The remaining northern segment of the trail is underlain by granular sand and gravel soils. Clay soils will require separation from the proposed multimodal trail improvements as discussed in the **Site Preparation** section. The ground water table was encountered as shallow as 3 feet below the existing ground surface in some areas of the trail alignment. A few segments of the trail will likely pass through wetland areas. Soils in the area of the shallow ground water table will likely require stabilization to achieve required compaction, as discussed in the **Site Preparation** section.



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600

Fax: 775/359-7766

Email: mail@blackeagleconsulting.com

Mr. Jeremy Hutchings
R.O. Anderson Engineering, Inc.
1603 Esmeralda Avenue
Minden, Nevada 89423

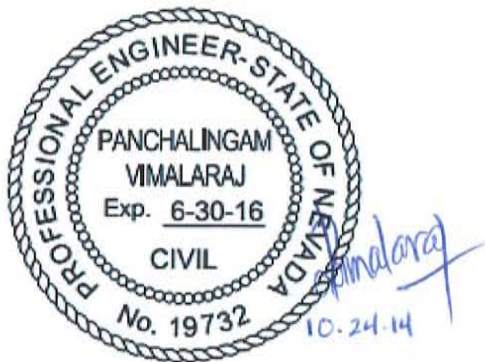
October 24, 2014
Project No.: 0127-97-1

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We appreciate having the opportunity to work with you on this project. If you have any questions regarding the content of the attached report, please do not hesitate to contact us.

Sincerely,

Black Eagle Consulting, Inc.



Vimal P. Vimalaraj, P.E.
Engineering Division Manager

Jeff Wilbrecht, P.E.
Project Engineer

Copies to: Addressee (3 copies and PDF via email)

PAP:PV:JW:kad



Black Eagle Consulting, Inc.
Geotechnical & Construction Services

1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140

Tel: 775/359-6600

Fax: 775/359-7766

Email: mail@blackeagleconsulting.com

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Introduction

Presented herein are the results of the Black Eagle Consulting, Inc.'s (BEC's) geotechnical investigation, laboratory testing, and associated geotechnical design recommendations for the proposed Martin Slough Trail to be located in the Minden-Gardnerville area of Douglas County, Nevada. These recommendations are based on surface and subsurface conditions encountered in our explorations, and on details of the proposed project as described in this report. The objectives of this study were to:

1. Determine general soil and ground water conditions pertaining to design and construction of the proposed multimodal trail.
2. Provide recommendations for design and construction of the project, as related to these geotechnical conditions.

The area covered by this report is shown on Plate 1 (Plot Plan). Our investigation included field exploration, laboratory testing, and engineering analysis to determine the physical and mechanical properties of the various on-site materials. Results of our field exploration and testing programs are included in this report and form the basis for all conclusions and recommendations.

The services described above were conducted in accordance with the BEC Professional Geotechnical Agreement dated March 27, 2014, which was signed by Jeremy Hutchings of R.O. Anderson, Inc.



Project Description

The proposed multimodal trail will be used by both pedestrians and bicyclists. The trail will proceed northward from the Gilman Avenue area to North Lucerne Street within Douglas County, Nevada. The trail traverses through Sections 29, 30, 32, and 33, Township 13 North, Range 20 East, Mount Diablo Meridian. The proposed trail pathway borders several parcels as it proceeds along the proposed alignment. In general, the land to the east is undeveloped and primarily used for agricultural purposes; however, southeastern sections are starting to be developed into residential communities. Some areas west of the trail include undeveloped land that hosts wetlands followed by developed commercial and residential properties located adjacent to United States Highway 395. Due to the overall length of the proposed trail, the alignment can be accessed at multiple intersections that include Gilman Avenue, Zerolene Road, Buckeye Road, and North Lucerne Road.

The proposed Martin Slough Trail will be over 15,000 feet in length traversing through several parcels between Gilman Avenue and North Lucerne Street. The majority of the trail (approximately 10,000 feet) will be funded through an enhancement program granted by the Nevada Department of Transportation (NDOT). The section near Buckeye Road that continues approximately 1,900 feet north from the parking lot of the Douglas County Judicial and Law Enforcement offices will be funded through alternative sources. Approximately 3,400 feet of trail have already been built and include two sections near Gilman Avenue and a section along Buckeye Road.

The trail will be a 14-foot-wide multimodal path for use by pedestrians and bicyclists. The middle 10 feet of the trail will include an asphalt concrete paved section. The 2-foot-wide shoulders on each side will be surfaced with aggregate base or gravel. The trail will be subject to occasional vehicular traffic associated with maintenance activities.

The project will likely include other improvements near the access and intersection points of the trail alignment near the existing roadways. These improvements will likely include Portland cement concrete (PCC) handicap access ramps, sidewalks, curbs, and gutters. Pipe bollards will also be installed near trail access points to prevent vehicular traffic. Corrugated metal pipe (CMP) culverts will be installed to cross the trail at several locations where the trail is to cross existing small irrigation waterways or where flood water equalization is necessary. A few wooden boardwalk segments may



also be incorporated in the trail, within the wetland area. The wooden boardwalks will likely have very short spans supported by wooden beams.

A final grading plan is currently not available for the proposed trail. The available preliminary information indicates that the trail will generally follow along the existing topography such that minimal cuts and fills of less than 2 feet are anticipated. Fills may be slightly higher near the approaches to the proposed culvert crossings. Varying amounts of vegetation removal will be required along the alignment.



Site Conditions

The alignment of the proposed Martin Slough Trail will traverse several parcels and land features. The majority of the alignment passes through undeveloped agricultural land. The southern trail section is within a public recreational area and enters undeveloped land as it passes northeast of Carson Valley Middle School. North of the middle school, the alignment traverses an undeveloped area before crossing Zerolene Road. Between Zerolene Road and Buckeye Road, the trail nears several ponds and agricultural farm land. The northern trail segment is located near existing development of the Minden area.

Utilities that were observed during our field exploration within the vicinity of the alignment were limited to overhead power and communication lines. Underground utilities are likely present in the vicinity of the existing roadways.

The area along the proposed alignment has little topographic relief. A small section of the trail near test pit TP-07 traverses agricultural land that is about 3 to 5 feet below the surrounding fields. Drainage canals border the majority of agriculture fields in the area. Drainage along the alignment is generally achieved by infiltration within the flat wetland areas or accumulates as surface runoff towards irrigation canals.

The majority of the project area is sparsely to moderately populated with sage and rabbit brush as well as low-lying grasses. Several small wetland areas consisting of ponds and waterways with a rich growth of willows and mature trees is also present along the proposed trail alignment.



Exploration

Test Pits

The Martin Slough Trail alignment was explored on October 8, 2014 by excavating 8 test pits using a John Deere® 410 G rubber-tire backhoe. Locations of the test pits are shown on Plate 1. The maximum depth of exploration was about 7 feet below the existing ground surface. Bulk samples for index testing were collected from the trench wall sides at specific depths in each soil horizon. The test pits were backfilled immediately after exploration. Backfill was loosely placed and the area re-graded to the extent possible with equipment on hand.

Material Classification

A geotechnical engineering technician examined and identified all soils in the field in accordance with American Society for Testing and Materials ASTM D 2488. During test pit excavation, representative bulk samples were placed in sealed plastic bags and returned to our Reno, Nevada laboratory for testing. Additional soil classification was subsequently performed in accordance with ASTM 2487 (Unified Soil Classification System [USCS]) upon completion of laboratory testing as described in the **Laboratory Testing** section. Logs of the test pits are presented as Plate 2 (Test Pit Logs), and a USCS chart has been included as Plate 3 (Graphic Soils Classification Chart).



Laboratory Testing

All soils testing performed in the BEC soils laboratory is conducted in general accordance with the standards and methodologies described in Volume 4.08 of the ASTM Standards.

Index Tests

Samples of each significant soil type were analyzed to determine their in-situ moisture content (ASTM D 2216), grain size distribution (ASTM D 422), and plasticity index (ASTM D 4318). The results of these tests are shown on Plate 4 (Index Test Results). Test results were used to classify the soils according to ASTM D 2487 and to verify field logs, which were then updated as appropriate. Classification in this manner provides an indication of the soil's mechanical properties (Bowles, 1996; Naval Facilities Engineering Command [NAVFAC], 1986a and b) to evaluate subgrade soils' strength to support the trail and associated improvements.



Grain Size Analysis

Chemical Tests

Chemical testing was performed on a representative sample of native clay soils to evaluate the site materials' potential to corrode steel and PCC in contact with the ground. The samples were tested for pH, resistivity, redox potential, soluble sulfates, and sulfides. The results of the chemical tests are shown on Appendix A (Chemical Test Results). Chemical testing was performed by Sierra Environmental Monitoring of Reno, Nevada.



Geologic and General Soil Conditions

The majority of the Martin Slough Trail is mapped by the Nevada Bureau of Mines and Geology (NBMG) as lying in mid-Holocene to historic fluvial meander belt deposits of the East Fork of the Carson River (Ramelli, et al, 2003 and dePolo, et al, 2000). These deposits are described as active to intermediately active fluvial meander-belt and flood plain deposits. The more recent deposits are formed by the *lateral accretion of cobbles, pebbles, and sands, and local vertical accretion of fine-grain eolian and local organic-rich fine grain sands and silts*. The older deposits were developed in similar ways prior to the *construction of flood control levies* that existed in the area.

An approximate 1-foot-thick layer of fill material was encountered in the northern most test pit, TP-08, which was advanced at the toe of the existing fill associated with North Lucerne Street. This material is described as grayish brown, slightly moist, loose, poorly graded sand with gravel, and as consisting of approximately 5 percent non-plastic fines, 75 percent fine to coarse sand, and 20 percent rounded gravel to about 1 inch in size.

Native soils encountered during our field exploration of the trail alignment are generally in agreement with the description by the NBMG. The majority of the southern two-thirds of the trail alignment is surfaced with clay soils through approximately 1 to 5.5 feet below the ground surface. The thickness of the clay layers reduces to only a few feet or are not present in the northern test pits/trail alignment near Buckeye Road, and north. The northern-most segment of the trail alignment (near test pits TP-07 and TP-08) encountered granular soils through the entire depth of exploration. It should be emphasized that since the course of the river would have changed over geologic time, surficial and interbeds of clay deposits could be encountered even in the northern portion between test pits.

The near-surface clay soils encountered along the southern two-thirds of the alignment vary from sandy lean to fat clay to clayey sand soils. These flood plain deposits are described as brown, slightly moist to moist, firm to very stiff or loose to dense, and generally consist of approximately 30 to 77 percent medium to high plasticity fines, with up to 10 percent gravel. The granular deposits that exist at or near the surface of northern portion of the trail alignment (in test pits TP-07 and TP-08) consist of silty sand to poorly graded sand with gravel. These soils are described as



brown, slightly moist to moist, loose to dense and as consisting of approximately 0 to 15 percent non-plastic fines, 60 to 85 percent fine to coarse sand, and 0 to 40 percent rounded gravel.

The older, deeper granular deposits encountered beneath the surficial soil units along the entire alignment are generally described as brown, slightly moist to wet, loose to dense, and poorly or well graded sand and gravel. These materials consist of approximately 0 to 5 percent non-plastic fines, 28 to 95 percent fine to coarse sand and 5 to 71 percent fine to coarse rounded gravel. These deeper soil deposits also include trace amounts of rounded cobbles up to 6 inches in diameter.

Ground water was encountered in four of the eight test pits during test pit exploration between 3 and 5.5 feet below the existing ground surface. Ground water was not encountered in test pits TP-01, TP-04, TP-05, and TP-06 that were advanced to about 6 feet below the existing ground surface. The depth to ground water in this area is likely influenced by irrigation activities. Significant seasonal changes in the ground water should also be anticipated.



Geologic Hazards

Seismicity

Much of the Western United States is a region of moderate to intense seismicity related to movement of crustal masses (plate tectonics). By far, the most active regions, outside of Alaska, are in the vicinity of the San Andreas Fault system of western California. Other seismically active areas include the Wasatch Front in Salt Lake City, Utah, which forms the eastern boundary of the Basin and Range physiographic province, and the eastern front of the Sierra Nevada Mountains, which is the western margin of the province. The Gardnerville-Minden area lies along the eastern base of the Sierra Nevada Mountains, within the western extreme of the Basin and Range Province. It must be recognized that there are probably few regions in the United States not underlain at some depth by older bedrock faults.

The trail alignment lies within an area with a potential for strong earthquake shaking because of its proximity to the Genoa fault. Seismicity within the Minden-Gardnerville area is considered about average for the western Basin and Range Province (Ryall and Douglas, 1976). It is generally accepted that a maximum credible earthquake in this area would be in the range of magnitude 7 to 7.5 along the frontal fault system of the Eastern Sierra Nevadas. The most active segment of this fault system in the Minden-Gardnerville area is Genoa fault located at the base of the mountains, approximately 4 miles west of the proposed trail.

Faults

Based on the United States Geological Survey (USGS) *Quaternary Fault and Fold Database* (USGS, 2014), Late Quaternary Age fault splays associated with the East Carson Valley fault zone are mapped to be present about 1.5 miles northeast of the northern end of the proposed trail. The Late Quaternary Age Genoa fault is mapped about 4 miles west of the trail alignment.

The Nevada Earthquake Safety Council (NESC, 1998) has developed and adopted the criteria for evaluation of Quaternary age earthquake faults. *Holocene Active Faults* are defined as those with evidence of movement within the past 10,000 years (Holocene time). Those faults with evidence of displacement during the last 130,000 years are termed *Late Quaternary Active Faults*. A *Quaternary Active Fault* is one that has moved within the last 1.6 million years. An *Inactive Fault* is a fault *without recognized*



activity within Quaternary time (last 1.6 million years). Holocene Active Faults normally require that occupied structures be set back a minimum of 50 feet (100-foot-wide zone) from the ground surface fault trace. An *Occupied Structure* is considered a building, as defined by the International Building Code, which is expected to have a human occupancy rate of more than 2,000 hours per year.

Based on the available mapping by the USGS, the faults in the vicinity of the trail alignment are Late Quaternary Active Faults. Since no faults of any age are mapped or were identified during exploration on or adjacent to the alignment, no further investigation or mitigation is necessary. Further, the proposed multimodal trail is not an occupied structure, and as such, fault setbacks will not be necessary.

Ground Motion and Liquefaction

Mapping by the USGS (2011) indicates that there is a 2 percent probability that a *bedrock* ground acceleration of 89.7 percent gravity will be exceeded in any 50-year interval. Only localized amplification of ground motion would be expected during an earthquake.

A liquefaction assessment of subsurface soils along the alignment is well beyond BEC's scope of work for this project.

Flood Plains

The Federal Emergency Management Agency (FEMA) has identified much of the Martin Slough Trail alignment within shaded zone AE, or within the limits of a 100-year flood (FEMA, 2010). Mapped flood elevations range from about 4,750 feet above mean sea level (msl) in the southern section of trail to a low of around 4,710 feet above msl in the northern portion of the alignment.

Other Geologic Hazards

A moderate potential for dust generation is present if grading is performed in dry weather. Dust generation potential will be high in the northern segments where sand soils are present near the surface. Expansive clay soils are present within the southern two-thirds of the trail alignment. The alignment passes wetland and irrigated agricultural land with areas of very shallow ground water. No other geologic hazards were identified.



Discussion and Recommendations

General Information

The southern two-thirds of the Martin Slough Trail alignment, south of Buckeye Road, is underlain by clay soils. The remaining northern segment of the trail is underlain by granular sand and gravel soils. Clay soils will require separation from the proposed multimodal trail improvements as discussed in the **Site Preparation** section. The ground water table was encountered as shallow as 3 feet below the existing ground surface in some areas of the trail alignment. A few segments of the trail will likely pass through wetland areas. The soils in the area of the shallow ground water table will likely require stabilization to achieve required compaction, as discussed in the **Site Preparation** section.

The recommendations provided herein, and particularly under **Geotechnical Design Recommendations, Civil Engineering and Construction Recommendations, and Quality Control**, are intended to minimize risk of structural distress related to consolidation or expansion of native soils and/or structural fills. These recommendations, along with proper design and construction of the trail and associated improvements, work together as a system to improve overall performance. If any aspect of this system is ignored or is poorly implemented, the performance of the project will suffer. Sufficient quality control should be performed to verify that the recommendations presented in this report are followed.

Structural areas referred to in this report include all areas of concrete slabs, asphalt pavements, as well as pads for any minor structures. The term engineer, as presented below, pertains to the civil or geological engineer that has prepared the geotechnical engineering report for the project or who serves as a qualified geotechnical professional on behalf of the owner.

All compaction requirements presented in this report are relative to ASTM D 1557. For the purposes of this project:

- **Fine-grained soils are defined as those with more than 40 percent by weight passing the number 200 sieve, and a plastic index lower than 15.**



- Clay soils are defined as those with more than 30 percent passing the number 200 sieve, and a plastic index greater than 15.
- Granular soils are those not defined by the above criteria.

Any evaluation of the site for the presence of surface or subsurface hazardous substances is beyond the scope of this investigation. When suspected hazardous substances are encountered during routine geotechnical investigations, they are noted in the exploration logs and immediately reported to the client. No such substances were revealed during our exploration.

Geotechnical Design Recommendations

Trail Structural Section Design

The structural section for the asphalt concrete surface trail shall consist of a minimum 3 inches of asphalt concrete underlain by 6 inches of Type 2, Class B aggregate base (Standard Specifications for Public Works Construction [SSPWC], 2012). The shoulders shall consist of 9 inches of Type 2, Class B aggregate base (SSPWC, 2012). This section will satisfy the requirements for an asphalt concrete surfaced Class I pedestrian path/bikeway, as recommended in Douglas County's *Design Criteria and Improvement Standards* (2013 Draft).

Clay soils encountered in the southern two-thirds of the trail alignment should be separated from the structural section of the trail in accordance with the recommendations provided in the **Site Preparation** section.

Metal Pipe Design Parameters

Laboratory testing was performed to evaluate the corrosion potential of the soils with respect to metal pipe in contact with the ground. The results of the laboratory testing indicate that the site foundation soils exhibit low corrosion potential (American Water Works Association [AWWA], 1999). As a result, metal pipe in contact with the ground will not require corrosion protection.

Portland Cement Concrete Mix Design Parameters

Soluble sulfate content has been determined for representative samples of the site foundation soils. The sulfate was extracted from the soil at a 10:1 water to soil ratio in order to assure that all soluble sodium sulfate was dissolved. The results are reported in milligrams of sulfate per kilogram of soil and can be directly converted to percent by dividing by 10,000. The percent sulfate in the soil is used to determine the sulfate



exposure Class (S) from the information presented in Table 1 (Sulfate Exposure Class).

TABLE 1 - SULFATE EXPOSURE CLASS*				
S Sulfate			Water-Soluble Sulfate (SO ₄) in Soil, Percent by Weight	Dissolved Sulfate (SO ₄) in Water, ppm
	Not Applicable	S0	SO ₄ < 0.10	SO ₄ < 150
	Moderate	S1	0.10 ≤ SO ₄ < 0.20	150 ≤ SO ₄ < 1,500 Seawater
	Severe	S2	0.20 ≤ SO ₄ ≤ 2.00	1,500 ≤ SO ₄ ≤ 10,000
	Very Severe	S3	SO ₄ > 2.00	SO ₄ > 10,000

*From Table 4.2.1 Exposure Categories and Classes. ACI 318, *Buildings Code and Comments*.

The results of the testing (Appendix A) indicate that concrete in contact with the site foundation soils should be designed for Class S0 Sulfate exposure. Therefore, Type II cement can be used for all concrete work.

Portland Cement Concrete Flat Wall

The thickness of base material beneath PCC flatwork shall be 6 inches beneath curb and gutters and 4 inches beneath sidewalks, handicap access ramps, and other concrete flatworks.

Civil Engineering and Construction Recommendations

Site Preparation

All vegetation shall be stripped and grubbed from structural areas of the alignment and removed from the site. A stripping depth of 0.2 to 0.5 feet is anticipated. Areas with willows and brushes with roots greater than one-half inch in diameter shall be removed, where necessary, to a minimum depth of 12 inches below finished grade. Resulting excavations shall be backfilled with structural fill compacted to 90 percent relative compaction.



The test pits were excavated by a backhoe at the approximate locations shown on the site plan. Locations were determined in the field by approximate means. All test pits were backfilled upon completion of the field portion of our study. The backfill was compacted to the extent possible with equipment on hand. However, the backfill was not compacted to the requirements presented herein under **Mass Grading**. If segments of the trail or other improvements are to be located in the vicinity of any of the test pits, the backfill should be removed and recompact in accordance with the requirements contained in the soils report. Failure to properly compact backfill will possibly result in excessive settlement of improvements located over test pits.

Clay soils were found to exist from the surface through depths of 5.5 feet below the ground surface along the southern two-thirds of the trail alignment (south of Buckeye Road). The clay soils were classified as moist to very moist, firm to very stiff, or loose to dense, and as exhibiting medium to high plasticity. Laboratory testing performed on these materials indicates the clay soils exhibit plasticity indices in the range of 21 to 35, indicative of moderate to highly expansive soils (Nelson and Miller, 1992).

All clay soils shall be removed from beneath structural areas, unless grading is such that those soils will be covered by at least 12 inches of structural fill beneath the asphalt concrete pavement section of the trail and other associated improvements including sidewalk, curbs, gutters, access ramps, and any other concrete flatwork. The 12 inches of separation is in addition to the aggregate base thickness. It must be emphasized that unless clay soils are completely removed from structural areas some differential movement should be anticipated. During our exploration, these clays were found to be an average of 2 to 3 feet in thickness, but ranged from less than 1 foot to as much as 5.5 feet. Any over-excavation shall be backfilled with structural fill to subgrade. The width of over-excavation shall extend to the outside edges of the shoulder of the trail, or a minimum 12 inches from any PCC improvements. The required separation may be achieved by any combination of site filling or over-excavation and replacement.

Clays to be left in place and covered with fill shall be moisture-conditioned to 2 to 4 percent over optimum for a minimum depth of 12 inches. This moisture level will significantly decrease the magnitude of shrink-swell movements in the upper foot of clay. The high moisture content must be maintained by periodic surface wetting, or other methods, until the surface is covered by at least one lift of fill.

The soils within the wetlands area will be wet; as such, a stable platform should be provided below the foundation elements associated with the wooden boardwalks.



This will likely require mechanical stabilization as described below. It shall be noted that any clay soils in the wetland area will likely be well above plastic limit and exhibit minimum shrink-swell behavior that should be tolerated by the flexible wooden boardwalks.

All areas to receive structural fill or structural loading shall be densified to, at least, 90 percent relative compaction.

The southern two-thirds of the trail alignment is underlain by clay soils with a relatively shallow ground water table. As a result, the clay soils will most likely exhibit an over-optimum moisture content, especially when subjected to construction traffic that will tend to wick moisture up through the soil. This condition, as well as wet weather construction within the wetland area, will make compaction to specified levels impossible. In some situations, moisture conditioning may be possible by scarifying the top 12 inches of subgrade and allowing it to air dry to near-optimum moisture prior to compaction. Where this procedure is ineffective or where construction schedules preclude delays, mechanical stabilization will be necessary. Mechanical stabilization may be achieved by over-excavation and/or placement of an initial 12- to 18-inch-thick lift of 12-inch-minus, 3-inch-plus, well graded, angular rock fill. The more angular and well graded the rock is, the more effective it will be. This fill shall be densified with large equipment, such as a self-propelled sheeps-foot or a large loader, until no further deflection is noted. Additional lifts of rock may be necessary to achieve adequate stability. The use of a separator geotextile will prevent mud from pumping up between the rocks, thereby increasing rock-to-rock contact and decreasing the required thickness of stabilizing fill. The separator geotextile shall meet or exceed the following minimum properties presented in Table 2 (Minimum Required Properties for Separator Geotextile).

TABLE 2 - MINIMUM REQUIRED PROPERTIES FOR SEPARATOR GEOTEXTILE

Trapezoid Strength (ASTM D 4533)	80 x 80 lbs.
Puncture Strength (ASTM D 4833)	500 lbs.
Grab Tensile Strength/Elongation (ASTM D 4632)	200 x 200 @ 50 %

As an alternate to rock fill, a geotextile/gravel system may be used for stabilization. Aggregate base (SSPWC, 2012), Class C or D drain rock (SSPWC, 2012), or pit run gravels shall be placed above the geotextile. Regardless of which alternate is selected, a test section is recommended to determine the required thickness of stabilization. A



geotextile/gravel system may prove cost effective considering the limited width of improvements associated with the trail.

Trenching and Excavation

Temporary trenches with near-vertical sidewalls should be stable to a depth of approximately 4 feet if above the ground water table. Temporary trenches are defined as those that will be open for less than 24 hours. Excavations to greater depths will require shoring or laying back of sidewalls to maintain adequate stability. Regulations contained in Part 1926, Subpart P, of Title 29 of the Code of Federal Regulations (CFR, 2010) require that temporary sidewall slopes be no greater than those presented in Table 3 (Maximum Allowable Temporary Slopes).

TABLE 3 - MAXIMUM ALLOWABLE TEMPORARY SLOPES	
Soil or Rock Type	Maximum Allowable Slopes ¹ for Deep Excavations less than 20 Feet Deep ²
Stable Rock	Vertical (90 degrees)
Type A ³	3H:4V (53 degrees)
Type B	1H:1V (45 degrees)
Type C	3H:2V (34 degrees)
<i>Notes:</i>	
¹ Numbers shown in parentheses next to maximum allowable slopes are angles expressed in degrees from the horizontal. Angles have been rounded off. ² Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer. ³ A short-term (open 24 hours or less) maximum allowable slope of 1H:2V (63 degrees) is allowed in excavation in Type A soils that are 12 feet or less in depth. Short-term maximum allowable slopes for excavations greater than 12 feet in depth shall be 3H:4V (53 degrees).	

The State of Nevada, Department of Industrial Relations, Division of Occupational Safety and Health Administration (OSHA), has adopted and strictly enforces these regulations, including the classification system and the maximum slopes. In general, Type A soils are cohesive, non-fissured soils, with an unconfined compressive strength of 1.5 tons per square foot (tsf) or greater. Type B are cohesive soils with an unconfined compressive strength between 0.5 and 1.5 tsf. Type C soils have an unconfined compressive strength below 0.5 tsf. Numerous additional factors and exclusions are included in the formal definitions. The client, owner, design engineer, and contractor shall refer to Appendix A and B of Subpart P of the previously referenced Federal Register for complete definitions and requirements on sloping and



benching of trench sidewalls. Appendices C through F of Subpart P apply to requirements and methodologies for shoring.

On the basis of our exploration, the clay soils are predominately Type B. The granular soils are considered Type C. Any area in question shall be considered Type C, unless specifically examined by the engineer during construction. All trenching shall be performed and stabilized in accordance with local, state, and OSHA standards.

If loose, soft, wet, or disturbed soils are encountered at the trail subgrade, these soils shall be removed to a maximum depth of 12 inches or shallower if undisturbed structural fill or native granular soils are exposed, and the resulting over-excavation backfilled with compacted structural fill. The prepared surfaces should be dry and free of loose soils at the time of placing improvements.

Mass Grading

The proposed trail alignment will generally follow the natural topography of the area such that minimal cuts and fills will be required for this project.

Native clay soils shall be placed as fill only in nonstructural areas. Where native granular soils are excavated, they can be reused as structural fill provided particles larger than 4 inches are removed. If imported structural fill is required on this project, we recommend it satisfy the specifications presented in Table 4 (Guideline Specification for Imported Structural Fill).



TABLE 4 - GUIDELINE SPECIFICATION FOR IMPORTED STRUCTURAL FILL

Sieve Size	Percent by Weight Passing	
4 Inch	100	
3/4 Inch	70 – 100	
No. 40	15 – 70	
No. 200	5 – 30	
Percent Passing No. 200 Sieve	Maximum Liquid Limit	Maximum Plastic Index
5 – 10	50	20
11 – 20	40	15
21 – 30	35	10

These recommendations are intended as guidelines to specify a readily available, prequalified material. Adjustments to the recommended limits can be provided to allow the use of other granular, non-expansive material. Any such adjustments must be made and approved by the engineer, in writing, prior to importing fill to the site.

All structural fill shall be placed in maximum 8-inch-thick (loose) lifts, each densified to, at least, 90 percent relative compaction. Nonstructural fill shall be densified to, at least, 85 percent relative compaction to minimize consolidation and erosion.

Compaction must continue to the satisfaction of the engineer. In all cases, the finished surface shall be firm and show no signs of deflection. Grading shall not be performed with or on frozen soils.

Subsidence and Shrinkage

Where the full depth of native clay soils is to remain in place, subsidence of about 0.1 feet should be anticipated from construction traffic. Subsidence of granular alluvial soils exposed in cut should be negligible. Granular alluvial soils excavated and recompacted as structural fills should experience quantity shrinkage of approximately 5 to 10 percent, including removal of oversized particles. In other words, one cubic yard of excavated granular alluvium will generate about 0.9 to 0.95 cubic yards of structural fill at 90 percent relative compaction.



Erosion Control

There are no major cut or fill slopes required on this project. Dust potential at this site will be low to moderate during dry periods. Temporary (during construction) and permanent (after construction) erosion control will be required for all disturbed areas. The contractor shall prevent dust from being generated during construction in compliance with all applicable city, county, state, and federal regulations. The contractor shall submit an acceptable dust control plan to the Douglas County District Health Department prior to starting site preparation or earthwork. Project specifications should include an indemnification by the contractor of the owner and engineer for any dust generation during the construction period. The owner will be responsible for mitigation of dust after accepting the project.

In order to minimize erosion and downstream impacts to sedimentation from this site, best management practices with respect to storm water discharge shall be implemented at this site.

Site Drainage

Adequate surface drainage shall be provided so moisture is directed away from the pathway.

The ponding of water on finish grade or at the edge of trail shall be prevented by grading the adjacent area in accordance with *International Building Code (IBC)* (International Code Council [ICC], 2012) requirements. The asphalt concrete surface of the trail shall be graded such that it prevents ponding of water along its surface. The aggregate base shoulders of the trail shall also be graded such that it promotes drainage away from the improvements, preventing subgrade saturation.

Portland Cement Concrete Flatwork

Any concrete slabs shall be directly underlain by imported Type 2, Class B, aggregate base (*SSPWC*, 2012). Aggregate base courses shall be densified to at least 95 percent relative compaction.

The Minden-Gardnerville area is a region with exceptionally low relative humidity. As a consequence, concrete flatwork is prone to excessive shrinking and curling. Concrete mix proportions and construction techniques, including the addition of water and improper curing, can adversely affect the finished quality of concrete and result in cracking, curling, and spalling of slabs. We recommend that all placement and curing be performed in accordance with procedures outlined by the American Concrete



Institute (ACI, 2008) and this report. Special considerations shall be given to concrete placed and cured during hot or cold weather temperatures, low humidity conditions, and windy conditions such as are common in the Minden-Gardner area.

Proper control joints and reinforcement shall be provided to minimize any damage resulting from shrinkage as discussed below. In particular, crack-control joints shall be installed on maximum 10-foot-centers and shall be installed to a minimum depth of 25 percent of the slab thickness. Saw-cuts, zip strips, and/or trowel joints are acceptable; however, saw-cut joints must be installed as soon as initial set allows and prior to the development of internal stresses that will result in a random crack pattern.

Concrete shall not be placed on frozen in-place soils.

Asphalt Concrete

All asphalt pavement shall be directly underlain by imported Type 2, Class B, aggregate base (*SSPWC*, 2012). All aggregate base beneath asphalt concrete pathway shall be densified to, at least, 95 percent relative compaction. Aggregate leveling courses will be too thin for proper density testing, but shall be compacted by a minimum five passes with a minimum 10-ton drum roller.

The asphalt concrete structural section has been designed for a standard 20-year life expectancy. Due to the local climate and available construction aggregates, a 20-year performance life requires diligent maintenance. Between 15 and 20 years after initial construction (average 17 years), major rehabilitation (structural overlay or reconstruction) is often necessary if maintenance has been lax. To achieve maximum performance life, maintenance must include regular crack sealing, seal coats, and patching as needed. Crack filling is commonly necessary every year or at least every other year. Seal coats, typically with a Type II slurry seal, are generally needed every 3 to 6 years, depending on surface wear. Failure to provide thorough maintenance will significantly reduce pavement design life and performance.



Anticipated Construction Problems

The location of the proposed trail is within an area of floodplain and meander-belt deposits consisting of clay soils. These materials are moisture sensitive such that they will be difficult to work with during earthwork activities. Shallow ground water in some areas will cause soils to be over optimum moisture and impossible to compact. Depending on the season of construction and adjacent irrigation practices, soft, wet, surface soils may make it difficult for construction equipment to travel and operate. Some segments of the trail alignment traverse through densely vegetated areas that will require backfilling following the removal of root masses.



Quality Control

All plans and specifications should be reviewed for conformance with this geotechnical report and be approved by the engineer prior to submitting them to the building department for review.

The recommendations presented in this report are based on the assumption that sufficient field testing and construction review will be provided during all phases of construction. We should review the final plans and specifications to check for conformance with the intent of our recommendations. Prior to construction, a pre-job conference should be scheduled to include, but not be limited to, the owner, architect, civil engineer, the general contractor, earthwork and materials subcontractors, building official, and engineer. The conference will allow parties to review the project plans, specifications, and recommendations presented in this report and discuss applicable material quality and mix design requirements. All quality control reports should be submitted to and reviewed by the engineer.

During construction, we should have the opportunity to provide sufficient on-site observation of preparation and grading, over-excavation, fill placement, foundation installation, and paving. These observations would allow us to verify that the geotechnical conditions are as anticipated and that the contractor's work is in conformance with the approved plans and specifications.



Standard Limitations Clause

This report has been prepared in accordance with generally accepted geotechnical practices. The analyses and recommendations submitted are based on field exploration performed at the locations shown on Plate 1 of this report. This report does not reflect soils variations that may become evident during the construction period, at which time re-evaluation of the recommendations may be necessary. We recommend our firm be retained to perform construction observation in all phases of the project related to geotechnical factors to ensure compliance with our recommendations. The owner shall be responsible for distributing this geotechnical investigation to all designers and contractors whose work is related to geotechnical factors.

Equilibrium water level readings were made on the date shown on Plate 2 of this report. Fluctuations in the water table may occur due to rainfall, temperature, seasonal runoff or adjacent irrigation practices. Construction planning should be based on assumptions of possible variations in the water table.

It is anticipated that the site will be graded cut to fill. As such, minor deviations from the recommendations and assessments presented in this report are anticipated. Fills are to be generated on site using cut-to-fill methods and will not be purchased from a commercial borrow source. Therefore, the potential exists for soils within the improvements to fall outside the material limits recommended in this report. Unless these deviations can be proven to be fundamental to any observed distress or performance issue, such deviations should not be considered a failure to adhere to the recommendations presented in this report or a design flaw, but should be considered an acceptable variation in mass grading when on-site materials are used as the fill source. Acceptable performance of such materials is formulated around the provisions and requirements of the *IBC*.

This report has been produced to provide information allowing the architect or engineer to design the project. The owner is responsible for distributing this report to all designers and contractors whose work is affected by geotechnical aspects. In the event there are changes in the design, location, or ownership of the project from the time this report is issued, recommendations should be reviewed and possibly modified by the engineer. If the engineer is not granted the opportunity to make this recommended review, he or she can assume no responsibility for misinterpretation or misapplication of his or her recommendations or their validity in the event changes



have been made in the original design concept without his or her prior review. The engineer makes no other warranties, either expressed or implied, as to the professional advice provided under the terms of this agreement and included in this report.



References

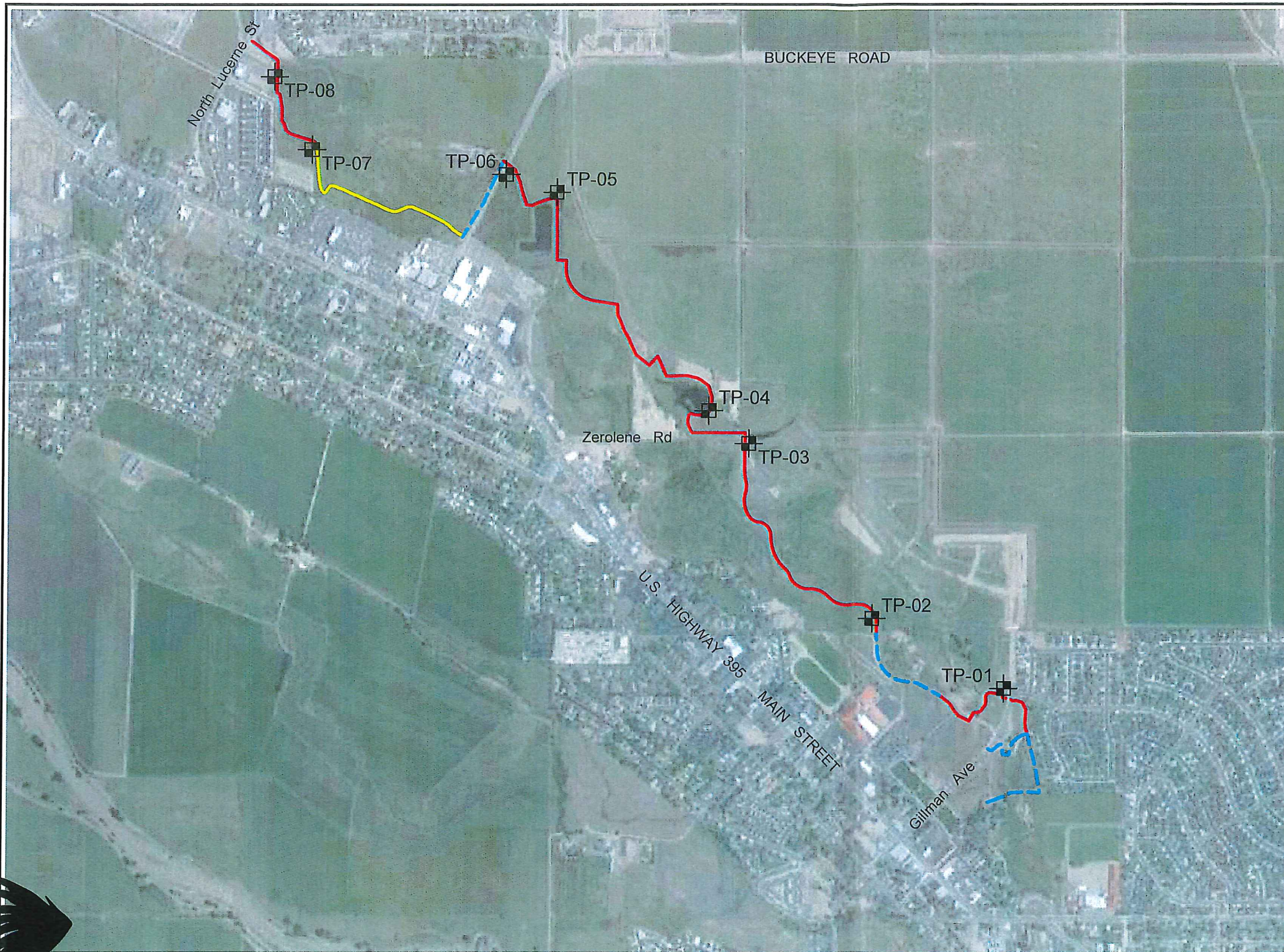
- American Concrete Institute (ACI), 2008, *ACI Manual of Concrete Practice: Parts 1 through 5*.
- American Society for Testing and Materials (ASTM), 2014a, *Soil and Rock (I)*, Volume 4.08.
- ASTM, 2014b, *Soil and Rock (II)*, Volume 4.09.
- American Water Works Association (AWWA), 1999, *American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems*, American Water Works Association ANSI/AWWA C105/A21.5-99 (Revision of ANSI/AWWA C105/A21.9-93).
- Bowles, J. E., 1996, 5th ed., *Foundation Analysis and Design*, McGraw Hill.
- Code of Federal Regulations (CFR), 2010, Title 29, Part 1926, Subpart P – Excavations.
- dePolo, Craig M., Alan R. Ramelli, and Thomas Muntean, 2000, *Geologic Map of the Gardnerville Quadrangle, Douglas County, Nevada*. Nevada Bureau of Mines and Geology (NBMG), Open-File Report 2000-9.
- Douglas County, 2013 Draft, *Design Criteria and Improvement Standards, Nevada*.
- Federal Emergency Management Agency (FEMA), 2010 (January 20, 2010), *Flood Insurance Rate Map 32005C 0235G and 32005C 0255G*, Douglas County, Nevada.
- International Code Council (ICC), 2012, *International Building Code (IBC)*.
- Naval Facilities Engineering Command (NAVFAC), 1986a, *Foundations and Earth Structure*; Design Manual 7.2.
- NAVFAC, 1986b, *Soil Mechanics*, Design Manual 7.1.
- Nelson, John D. and Debora J. Miller, 1992, *Expansive Soils: Problems and Practice in Foundation and Pavement Engineering*, John Wiley and Sons, Inc., New York.



- Nevada Earthquake Safety Council (NESC), November 1998, "Guidelines for Evaluating Potential Surface Fault Rupture/Land Subsidence Hazards in Nevada (*Revision 1*)," <http://www.nbmg.unr.edu/nesc/guidelines.htm>.
- Ramelli, Alan R., Yount, James C., John, David A. and Garside, Larry J., 2003, *Preliminary Geologic Map of the Minden Quadrangle, Douglas County, Nevada, Alpine County, California*, NBMG Open File Report 03-13.
- Ryall, A. and B. M. Douglas, 1976, *Regional Seismicity*, Reno Folio: NBMG.
- Standard Specifications for Public Works Construction (SSPWC)*, 2012 (Washoe County, Sparks-Reno, Carson City, Yerington, Nevada).
- United States Geological Survey (USGS), 2011, *Earthquake Ground Motion Parameters, Design Values for Buildings*, Version 5.1.0.
- USGS, 2014, *Quaternary Fault and Fold Database of the United States*: USGS website, <http://earthquakes.usgs.gov/hazards/qfaults>, accessed October 2014.



PLATES



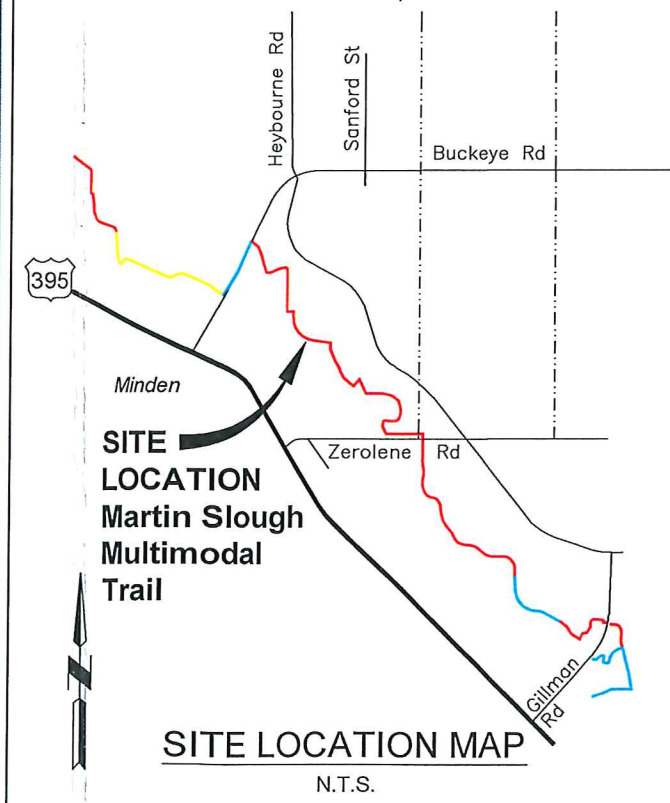
SCALE: 1"=1000'
(APPROXIMATE)

LEGEND

- TP-01 APPROXIMATE TEST PIT LOCATION
- PROPOSED TRAIL ALIGNMENT
- PROPOSED TRAIL ALIGNMENT TO BE BUILT BY OTHERS
- EXISTING TRAIL

NOTES

1. BASE MAP PROVIDED BY GOOGLE EARTH, INC.



Black Eagle Consulting, Inc.
Geotechnical & Construction Services
1345 Capital Boulevard, Suite A
Reno, Nevada 89502-7140
Telephone: 775/359-6600
Facsimile: 775/359-7766

R. O. ANDERSON ENGINEERING, INC.
PLOT PLAN
MARTIN SLOUGH TRAIL
DOUGLAS COUNTY, NEVADA

Project No.
0127-97-1

Plate 1

TEST PIT LOG

TEST PIT NO.: TP-01

DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB		10.1	21	2	CL		<p>Sandy Lean Clay Brown, slightly moist, dense, with 55% medium plasticity fines, 41% fine to coarse sand, and 4% angular to rounded gravel up to 3 inches in diameter.</p> <p>Angular gravel and cobbles up to 4 inches in diameter are present at the surface near the test pit location.</p>
B	GRAB				4	SM		<p>Silty Sand Brown, slightly moist, medium dense to dense, with an estimated 15% non-plastic fines, 75% fine to coarse sand, and 10% rounded gravel up to 1 inch in diameter.</p>
C	GRAB				6	SP		<p>Poorly Graded Sand with Gravel Brown, slightly moist, loose, with an estimated 0-5% non-plastic fines, 50% fine to coarse sand, and 45-50% rounded gravel up to 3 inches in diameter.</p> <p>This layer contains cobbles up to 6 inches in diameter accounting for less than 5% of the total soil mass (tsm).</p>

N 4314289 E 261991.5 UTM NAD83

BORING_LOG_0127971.GPJ BLKEAGLE.GDT 10/24/2014



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Martin Slough Trail
Douglas County, Nevada

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TEST PIT LOG

TEST PIT NO.: TP-02


DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): 5.5

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB				2	CL		<p>Sandy Lean Clay Brown, slightly moist, firm to stiff, with an estimated 60% medium plasticity fines and 40% fine to medium sand.</p>
B	GRAB		3.5	NP	4	GW		<p>Well Graded Gravel with Sand Brown, slightly moist to wet, loose, with 1% non-plastic fines, 28% fine to coarse sand, and 71% rounded gravel up to 3 inches in diameter.</p> <p>This layer contains cobbles up to 6 inches in diameter accounting for approximately 5% of the tsm, as well as an irregular sandy pocket in the western end of the test pit extending from 3 feet to 3.25 feet in depth.</p>
					6			

N 4314514.2 E 261635.6 UTM NAD83

BORING LOG 0127971.GPJ BLKEAGLE.GDT 10/24/2014



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TEST PIT LOG

TEST PIT NO.: TP-03

DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): 5.5

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB				2	SC	[Hatched Pattern]	<p>Clayey Sand Brown, slightly moist to very moist, loose to medium dense, with an estimated 30% low to medium plasticity fines and 70% fine to medium sand.</p> <p>The density of this layer decreases with depth.</p>
B	GRAB				6	SC	[Hatched Pattern]	<p>Clayey Sand Brown, wet, loose, with an estimated 20% low plasticity fines and 80% fine to medium sand.</p>

N 4315052.1 E 261298.8 UTM NAD83

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TEST PIT LOG

TEST PIT NO.: TP-04

DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB					SC		Clayey Sand Brown, slightly moist, stiff, with an estimated 30% low plasticity fines and 70% fine to coarse sand. This layer contains fine roots.
B	GRAB		22.5	35	2	CH		Fat Clay with Sand Brown with white veins, slightly moist, very stiff, with 77% high plasticity fines and 23% fine sand. Pocket penetrometer reading is 4 tons per square foot. This layer contains fine roots. Argillic clay layer.
C	GRAB				4	SC		Clayey Sand Brown, slightly moist to moist, dense, with an estimated 40% medium plasticity fines and 60% fine to medium sand. This layer contains fine roots.
D	GRAB				6	SP		Poorly Graded Sand Brown, moist, loose to medium dense, with an estimated 5% low plasticity fines, 85% fine to coarse sand, and 10% rounded gravel up to 1 inch in diameter.

N 4315165.6 E 261182.5 UTM NAD83

BORING_LOG_0127971.GPJ_BILKEAGLE.GDT 10/24/2014



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TEST PIT LOG

TEST PIT NO.: TP-05

DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB				0	SC		<p>Clayey Sand Brown, dry to slightly moist, dense, with an estimated 30% low to medium plasticity fines, 60% fine to coarse sand, and 10% rounded gravel up to 1 inch in diameter. This layer contains fine roots.</p>
B	GRAB				2	GP		<p>Poorly Graded Gravel with Sand Brown to dark brown, slightly moist, medium dense, with an estimated 0-5% non-plastic fines, 35% fine to coarse sand, and 65% rounded gravel up to 3 inches in diameter.</p> <p>This layer contains cobbles up to 6 inches in diameter accounting for approximately 15% of the tsm.</p>
					4			
					6			

N 4315736.6 E 260708.8 UTM NAD83

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PROJECT NO.:

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PLATE:

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SHEET 1 OF 1

TEST PIT LOG

TEST PIT NO.: TP-06

DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB					SC		<p>Clayey Sand Brown, dry to slightly moist, dense to very dense, with an estimated 35% medium plasticity fines, and 65% fine to medium sand. This layer contains fine roots with a dense root mass in the top 6 inches.</p>
B	GRAB		3.1	NP	2	GP		<p>Poorly Graded Gravel with Sand Brown, slightly moist, medium dense, with 2% non-plastic fines, 34% fine to coarse sand, and 64% rounded gravel up to 3 inches in diameter. This layer contains fine roots through 2 feet below the ground surface.</p> <p>Cobbles up to 6 inches in diameter account for 10% of the tsm.</p>
C	GRAB				4	SP		<p>Poorly Graded Sand Brown, slightly moist to moist, loose to medium dense, with an estimated 0-5% non-plastic fines, 90-95% fine to coarse sand, and 5% rounded gravel up to 0.5 inches in diameter.</p>
					6			

N 4315788 E 260623.7 UTM NAD83

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SHEET 1 OF 1

TEST PIT LOG

TEST PIT NO.: TP-07

DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): 3.0

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	☞ GRAB				-	SP		<p>Poorly Graded Sand with Gravel Brown, slightly moist to moist, loose, with an estimated 0-5% non-plastic fines, 60% fine to coarse sand, and 40% rounded gravel up to 2 inches in diameter. This layer contains fine roots with a dense root mass in the top 6 inches.</p>
B	☞ GRAB				2	SP		<p>Poorly Graded Sand with Gravel Brown, very moist, very loose, with an estimated 0-5% non-plastic fines, 85% fine to coarse sand, and 15% rounded gravel up to 2 inches in diameter. This layer contains fine roots to a depth of 3 feet below the ground surface.</p>
C	☞ GRAB				4	GP		<p>Poorly Graded Gravel with Sand Brown to dark brown, wet, very loose, with an estimated 0-5% non-plastic fines, 40% fine to coarse sand, and 60% rounded gravel up to 3 inches in diameter. This layer contains cobbles up to 4 inches in diameter accounting for less than 5% of the tsm. An exploration maximum depth of 5 feet was achieved due to collapsing of test pit walls below the ground water table.</p>
					6			

N 4315886.1 E 260064.5 UTM NAD83

BORING_LOG_0127971.GPJ_BLKEAGLE.GDT_10/24/2014



Black Eagle Consulting, Inc.
 1345 Capital Blvd., Suite A
 Reno, Nevada 89502-7140
 (775) 359-6600

RO Anderson
Martin Slough Trail
Douglas County, Nevada

PROJECT NO.:

0127-97-1

PLATE:

2

SHEET 1 OF 1

TEST PIT LOG

TEST PIT NO.: TP-08

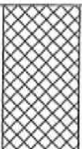
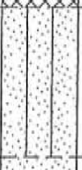



DATE: 10/8/2014

TYPE OF HOE: John Deere 410 G

DEPTH TO GROUND WATER (ft): 5.0

LOGGED BY: MW

GROUND ELEVATION (ft): NA

SAMPLE NO.	SAMPLE TYPE	PENETROMETER (tsf)	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
A	GRAB					SP		Poorly Graded Sand with Gravel (Fill) Grayish brown, slightly moist, loose, with an estimated 5% non-plastic fines, 75% fine to coarse sand, and 20% rounded gravel up to 2 inches in diameter. This layer contains roots up to 1 inch in diameter. Fill material.
B	GRAB					SM		This test pit was excavated into the toe of the slope at the bank that runs along the fence line at the northern boundary of the field. Silty Sand Brown, slightly moist, dense, with an estimated 15% non-plastic fines and 85% fine to coarse sand. This layer contains roots up to 1 inch in diameter.
C	GRAB				2	SP		Poorly Graded Sand Brown, slightly moist to moist, loose, with an 0-5% non-plastic fines, 95% fine to coarse sand, and 5% rounded gravel up to 0.75 inches in diameter. This layer contains fine roots.
D	GRAB				4	GP		Poorly Graded Gravel with Sand Brown to dark brown, moist to wet, very loose, with an 0-5% non-plastic fines, 30% fine to coarse sand, and 70% rounded gravel up to 3 inches in diameter. This layer contains fine roots to a depth of 5 feet below the ground surface. Cobbles up to 4 inches in diameter account for less than 5% of the tsm.
E	GRAB				6	SC		Clayey Sand Brown, wet, loose, with an estimated 35% low to medium plasticity fines, and 65% fine to coarse sand.

N 4316111.1 E 259973.4 UTM NAD83

BORING LOG 0127971.GPJ BLKEAGLE.GDT 10/24/2014



Black Eagle Consulting, Inc.
1345 Capital Blvd., Suite A
Reno, Nevada 89502-7140
(775) 359-6600

RO Anderson
Martin Slough Trail
Douglas County, Nevada

PROJECT NO.:

0127-97-1

PLATE:

2

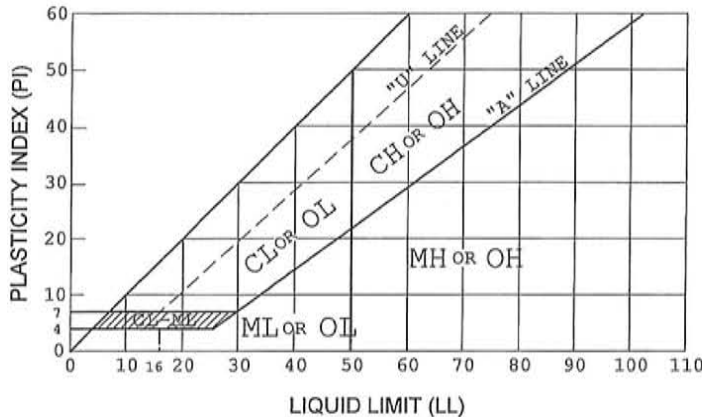
SHEET 1 OF 1

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS		
			GRAPH	LETTER			
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES		
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES		
				GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES		
				GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES		
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES		
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES		
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND-SILT MIXTURES		
				SC	CLAYEY SANDS, SAND-CLAY MIXTURES		
		FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
					CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
	OL			ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY			
SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS			
			CH	INORGANIC CLAYS OF HIGH PLASTICITY			
		OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS				
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS		
FILL MATERIAL				--	FILL MATERIAL, NON-NATIVE		

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS.

PLASTICITY CHART



FOR CLASSIFICATION OF FINE-GRAINED SOILS AND FINE-GRAINED FRACTION OF COARSE-GRAINED SOILS

EXPLORATION SAMPLE TERMINOLOGY

Sample Type	Sample Symbol	Sample Code
Auger Cuttings		Auger
Bulk (Grab) Sample		Grab
Modified California Sampler		MC
Shelby Tube		SH or ST
Standard Penetration Test		SPT
Split Spoon		SS
No Sample		

GRAIN SIZE TERMINOLOGY

Component of Sample	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 2mm)
Sand	# 4 to #200 sieve (2mm to 0.074mm)
Silt or Clay	Passing #200 sieve (0.074mm)

RELATIVE DENSITY OF GRANULAR SOILS

N - Blows/ft	Relative Density
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
greater than 50	Very Dense

CONSISTENCY OF COHESIVE SOILS

Unconfined Compressive Strength, psf	N - Blows/ft	Consistency
less than 500	0 - 1	Very Soft
500 - 1,000	2 - 4	Soft
1,000 - 2,000	5 - 8	Firm
2,000 - 4,000	9 - 15	Stiff
4,000 - 8,000	16 - 30	Very Stiff
8,000 - 16,000	31 - 60	Hard
greater than 16,000	greater than 60	Very Hard

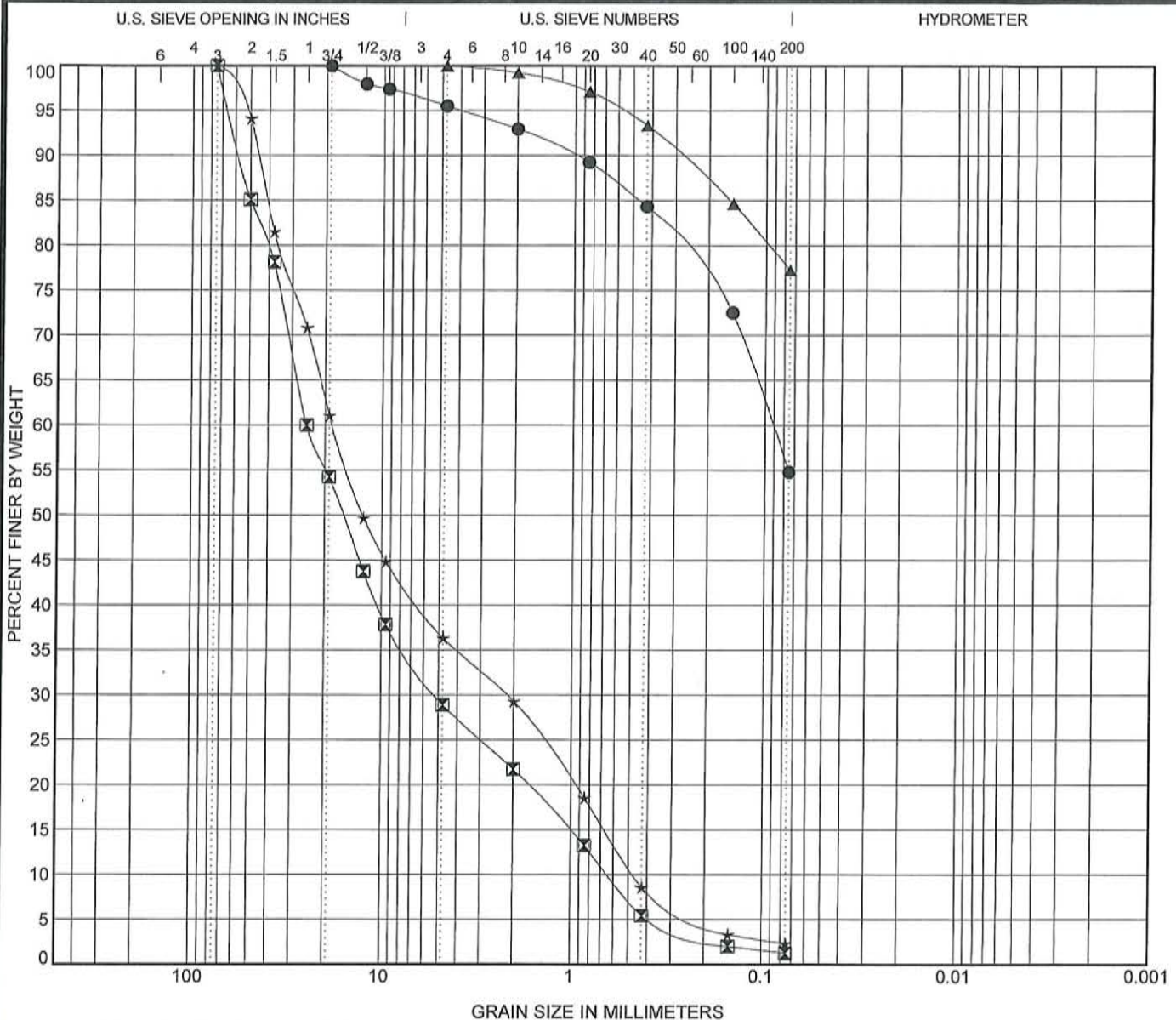
USCS CHART 0127971.GPJ US LAB.GDT 10/22/2014



Black Eagle Consulting, Inc.
1345 Capital Blvd., Suite A
Reno, Nevada 89502-7140
Telephone: (775) 359-6600
Fax: (775) 359-7766

USCS Soil Classification Chart

Project: Martin Slough Trail
Location: Douglas County, Nevada
Project Number: 0127-97-1 Plate:



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	USCS Classification	LL	PL	PI	Cc	Cu
● TP-01 0.0'	SANDY LEAN CLAY (CL)	42	21	21		
☒ TP-02 3.0'	WELL-GRADED GRAVEL with SAND (GW)	NP	NP	NP	1.68	39.18
▲ TP-04 1.3'	FAT CLAY with SAND (CH)	57	22	35		
★ TP-06 1.0'	POORLY GRADED GRAVEL with SAND (GP)	NP	NP	NP	0.55	38.97

Specimen Identification	D100	D60	D30	D10	MC %	%Gravel	%Sand	%Silt	%Clay
● TP-01 0.0'	19	0.092			10.1	4.5	40.7	54.8	
☒ TP-02 3.0'	75	24.985	5.178	0.638	3.5	71.1	27.6	1.3	
▲ TP-04 1.3'	4.75				22.5	0.0	22.7	77.3	
★ TP-06 1.0'	75	18.269	2.179	0.469	3.1	63.7	34.0	2.3	

U.S. GRAIN SIZE 0127971.GPJ US LAB.GDT 10/22/2014



Black Eagle Consulting, Inc.
 1345 Capital Blvd., Suite A
 Reno, Nevada 89502-7140
 Telephone: (775) 359-6600
 Fax: (775) 359-7766

GRAIN SIZE DISTRIBUTION

Project: Martin Slough Trail
 Location: Douglas County, Nevada
 Project Number: 0127-97-1 Plate: 4a

APPENDIX A
CHEMICAL TEST RESULTS

Laboratory Report

Report ID: 137722



**Sierra
Environmental
Monitoring, Inc.**

Black Eagle Consulting, Inc.
Attn: Pat Pilling
1345 Capital Blvd., Suite A
Reno, NV 89502-7140

Date: 10/15/2014
Client: BEC-100
Taken by: M. Wickes
PO #:

Analysis Report

Laboratory Accreditation Number: NV-0015

Laboratory Sample ID	Customer Sample ID	Date Sampled	Time Sampled	Date Received
S201410-0433	0127-97-1 TP-02 A 0'	10/8/2014		10/8/2014

Parameter	Method	Result	Units	Reporting Limit	Analyst	Date Analyzed	Data Flag
pH - Saturated Paste	SW-846 9045A	7.16	pH Units		Mott	10/10/2014	
pH - Temperature	SW-846 9045A	21.8	°C		Mott	10/10/2014	
Redox Potential	SM 2580 B	315	MV		Faulstich	10/10/2014	
Resistivity	EPA 120.1	28000	ohm cm		Mott	10/9/2014	
Sulfate - Ion Chromatography	EPA 300.0	8	mg/Kg	2	Faulstich	10/10/2014	
Sulfide	EPA 376.1	NEGATIVE	Pos/Neg	1	Faulstich	10/9/2014	

Data Flag Legend: