



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, December 6, 2023 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Fran McKay

City Manager

Benjamin Marchant

Fernley City Council Chambers, 595 Silver Lace Boulevard, Fernley, NV 89408

Zoom information:

Please click the following link to join the webinar: <https://us02web.zoom.us/j/82966343247>, or one tap_mobile: 12532158782, Dial: 669 900 9128, Webinar ID: 829 6634 3247

Public Notice: This agenda has been physically posted in compliance with 241.020 at Fernley City Hall, 595 Silver Lace Blvd. In addition, this agenda has been electronically posted in compliance with NRS 241.020(3) at www.cityoffernley.org and NRS 232.2175 at <https://notice.nv.gov/> To obtain further documentation regarding posting, please contact the City Clerk's Office at (775) 784-9830 or cityclerk@cityoffernley.org

Public Comment: Those wishing to address the City Council may submit public comment through the [online public comment form](#), or by sending an email to cityclerk@cityoffernley.org. Comments received prior to 4:00 pm the day of the meeting will be provided to City Council and added to the record but will not be read during the live meeting. Public comments received after 4 pm the day of the meeting will be included in the record but may not reach council members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

Accommodations: City Council and staff will make reasonable efforts to assist and accommodate individuals with disabilities desiring to attend the meeting. Please contact the City Clerk's Office at (775) 784-9830 in advance so that arrangements can be made.

Supporting Material: Staff reports and supporting material for the meeting are available at the City Clerk's Office, and on the City's website at www.cityoffernley.org Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the City Council.

Order of Business: The presiding officer shall determine the order of the agenda. The Fernley City Council may combine two or more agenda items for consideration; remove an item from the agenda; or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted. Items scheduled to be heard at a specific time will be heard no earlier than the stated time but may be heard later.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

(PLEASE NOTE: ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE, AND MAY BE ACTED UPON BY THE COUNCIL MEMBERS IN ONE MOTION, AND WITHOUT AN EXTENSIVE HEARING. ANY MEMBER OF THE COUNCIL MAY REQUEST THAT AN ITEM BE TAKEN FROM THE CONSENT AGENDA, DISCUSSED, AND ACTED UPON SEPARATELY DURING THIS MEETING.)

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. (For Possible Action) to approve dismissal of insolvent Defendants from Opioid Litigation

2.5. (For Possible Action) Possible action to adopt Resolution #23-014, amending City of Fernley Planning Commission's bylaws and adopting Rules of Procedure.

3. REPORTS - THIS ITEM IS FOR VARIOUS PUBLIC ENTITY REPRESENTATIVES TO PROVIDE GENERAL INFORMATION TO THE COUNCIL AND PUBLIC. NO ACTION WILL BE TAKEN.

3.1. Reports by City Staff, City Council, and the Mayor, including but not limited to monthly statistical reports by city departments.

4. PROCLAMATIONS BY THE MAYOR

5. ADMINISTER OATH OF OFFICE TO BUILDING INSPECTORS

6. PRESENTATIONS

6.1. (For possible action) A presentation on Opioid Funds and how the city can spend the Settlement Funds.

7. ORDINANCES

7.1. (For Possible Action) Second Reading and Adoption of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

8. STAFF REPORTS

8.1. Discussion and possible action to approve a contract with CORE Construction for construction manager at risk services during the construction of Phase I of the Community Resource and Response Center and the revised guaranteed maximum price of \$17,765,798.00.

8.2. Discussion and possible action to determine the responsiveness of F.W. Carson Company and resolve the bid protest of the award of a construction contract for the Villa Park Water and Sewer Main Replacement Project.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: December 20th at 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ALHAMBRA								
4688	ALHAMBRA	7661929112323	water service	11/23/2023	239.81		510-810-614 Supplies-Plant/Shop/Maint	1123
Total 4688:					239.81			
ALTITUDE SIGNAL, LLC								
8680	ALTITUDE SIGNAL, LLC	1003569	upgrade signal Lights Newlands & 95-A	11/14/2023	23,893.00		100-475-422 Contract-Traffic Light Mainten	1123
Total 8680:					23,893.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2023-0292	Cross Connection Program Management	11/07/2023	541.50	11/16/2023	510-810-320 Prof Serv-Engineering	1123
Total 8934:					541.50			
ARAMARK								
1895	ARAMARK	5980146666	pants service	11/06/2023	69.43	11/16/2023	510-810-614 Supplies-Plant/Shop/Maint	1123
1895	ARAMARK	5980146672	shirt contract	11/06/2023	47.44	11/16/2023	100-480-600 GENERAL SUPPLIES/TOOLS	1123
1895	ARAMARK	5980146673	uniforms	11/06/2023	38.12	11/16/2023	100-475-616 Supplies-Safety	1123
1895	ARAMARK	5980148560	pants service	11/13/2023	56.83	11/16/2023	510-810-614 Supplies-Plant/Shop/Maint	1123
1895	ARAMARK	5980148565	SHIRT CONTRACT	11/13/2023	47.44	11/16/2023	100-480-600 GENERAL SUPPLIES/TOOLS	1123
1895	ARAMARK	5980148566	uniforms	11/13/2023	76.59	11/16/2023	100-475-616 Supplies-Safety	1123
1895	ARAMARK	5980149683	mats	11/16/2023	187.82		100-475-614 Supplies-Plant/Shop/Maint	1123
1895	ARAMARK	5980149685	shop supplies	11/16/2023	97.26		520-810-600 General Supplies	1123
1895	ARAMARK	5980149687	PS Rags and rugs	11/16/2023	105.16		510-840-420 Contract Services	1123
1895	ARAMARK	5980150513	pants service	11/20/2023	56.83		510-810-614 Supplies-Plant/Shop/Maint	1123
1895	ARAMARK	5980150518	uniforms	11/20/2023	47.44		100-480-600 GENERAL SUPPLIES/TOOLS	1123
1895	ARAMARK	5980150519	uniforms	11/20/2023	43.90		100-475-616 Supplies-Safety	1123
1895	ARAMARK	5980152439	uniforms	11/27/2023	43.90		100-475-616 Supplies-Safety	1123
Total 1895:					918.16			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	515519343 Oct 23	Oct 2-Nov 1-23	11/03/2023	110.80	11/16/2023	100-417-530 Communications (Internet,Cell)	1123
Total 448:					110.80			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	018074/5	Back Pack blower	11/08/2023	469.99	11/16/2023	100-475-605 Minor Equipment	1123
20	BIG R OF FERNLEY	018080/5	propane	11/08/2023	277.36	11/16/2023	100-475-623 Propane	1123
20	BIG R OF FERNLEY	18056/5	fasteners digital caliper misc.	11/06/2023	70.14	11/16/2023	100-575-600 General Supplies	1123
20	BIG R OF FERNLEY	18058/5	safety gloves	11/06/2023	66.87	11/16/2023	100-528-616 Safety Supplies	1123
20	BIG R OF FERNLEY	18062/5	fittings for air compressor	11/07/2023	17.98	11/16/2023	100-475-600 General Supplies	1123
20	BIG R OF FERNLEY	18064/55	misc.	11/07/2023	24.16	11/16/2023	100-475-614 Supplies-Plant/Shop/Maint	1123
20	BIG R OF FERNLEY	18070/5	Water Fittings	11/07/2023	120.62	11/16/2023	520-810-614 Supplies-Plant/Shop/Maint	1123
20	BIG R OF FERNLEY	18072/5	propane	11/08/2023	551.60	11/16/2023	100-475-623 Propane	1123
20	BIG R OF FERNLEY	18073/5	parts for new sander install	11/08/2023	149.39	11/16/2023	100-475-430 Service-Repair and Maintenance	1123
20	BIG R OF FERNLEY	18079/5	PVC Fittings	11/08/2023	8.62	11/16/2023	520-810-614 Supplies-Plant/Shop/Maint	1123
20	BIG R OF FERNLEY	18081/55	Silicone	11/08/2023	18.98	11/16/2023	520-810-600 General Supplies	1123
20	BIG R OF FERNLEY	18088/5	paint tape	11/09/2023	28.76	11/16/2023	100-575-600 General Supplies	1123
20	BIG R OF FERNLEY	18091/55	hanger and clamp	11/09/2023	22.17	11/16/2023	100-417-612 Building Maintenance Supplies	1123
20	BIG R OF FERNLEY	18105/5	propane	11/13/2023	144.32	11/16/2023	100-575-623 Propane	1123
20	BIG R OF FERNLEY	18116/5	Electrical Fittings	11/14/2023	5.28	11/16/2023	520-810-614 Supplies-Plant/Shop/Maint	1123
20	BIG R OF FERNLEY	18123/5	PLUG FOR SHOP WELDER	11/15/2023	12.98	11/16/2023	100-480-610 AUTOMOTIVE SUPPLIES	1123
20	BIG R OF FERNLEY	18125/5	rake gloves	11/15/2023	46.94		100-528-600 General Supplies	1123
20	BIG R OF FERNLEY	18126/5	propane misc.	11/15/2023	479.95	11/16/2023	100-475-623 Propane	1123
20	BIG R OF FERNLEY	18137/5	propane	11/17/2023	151.71		100-575-623 Propane	1123
20	BIG R OF FERNLEY	18143/5	Fire Dept air dryer fix	11/17/2023	8.88		100-126000 Intergovernmental Receivable	1123
20	BIG R OF FERNLEY	18145/15	winter bibs	11/17/2023	449.95		510-810-616 Supplies-Safety	1123
20	BIG R OF FERNLEY	18158/55	cleaner	11/20/2023	10.98		100-575-600 General Supplies	1123
20	BIG R OF FERNLEY	18173/5	propane	11/21/2023	444.24		100-475-623 Propane	1123
Total 20:					3,581.87			
BLUE BEACON INTERNATIONAL								
200	BLUE BEACON INTERNATIONAL	60106511	VacCon Wash	11/21/2023	73.80		520-810-610 Supplies-Automotive	1123
Total 200:					73.80			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	092223-1	Mayor	10/17/2023	142.24		100-412-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	Utilities	10/17/2023	93.11		510-810-601 Office Supplies	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	PW	10/17/2023	38.06		510-840-601 Office Supplies	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	CMO	10/17/2023	354.68		100-413-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	PW	10/17/2023	38.05		520-810-601 Office Supplies	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	Finance	10/17/2023	93.98		100-415-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	Utilities	10/17/2023	93.11		520-810-601 Office Supplies	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	PW	10/17/2023	38.06		100-475-601 Supplies-Office	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	Eng	10/17/2023	129.74		100-529-600 General Supplies	1023
6970	BOB'S PRINTING AND SIGNAGE	092223-1	PW	10/17/2023	38.05		510-810-601 Office Supplies	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6970:					1,059.08			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8459642	tissue supplys	11/17/2023	321.77		100-417-612 Building Maintenance Supplies	1123
Total 8837:					321.77			
BUILDING CONTROL SERVICES, INC								
7173	BUILDING CONTROL SERVICES, INC	4915	Admin building AC Unit server room	11/16/2023	412.50		510-840-424 Contract Services-HVAC	1123
Total 7173:					412.50			
BUREAU OF SAFE DRINKING WATER - NDEP								
3021	BUREAU OF SAFE DRINKING WATER - NDEP	NOV 2023	PLAN REVIEW-WATER RELOCATION FREEWAY	11/09/2023	800.00	11/09/2023	510-166100 Construction In Progress	1123
Total 3021:					800.00			
CARE FLIGHT								
7204	CARE FLIGHT	NOV 2023	HEALTH INSURANCE/CARE FLIGHT	11/08/2023	60.00	11/09/2023	100-217000 HEALTH INSURANCE PAYABLE	1123
Total 7204:					60.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	NC15942	Tech Serv - New Equipment	11/14/2023	2,741.81		100-418-342 Tech Services-Other	1123
Total 27:					2,741.81			
CFA INC								
499	CFA INC	26826	All Abilities park engineering services	10/31/2023	998.50	11/16/2023	230-575-730 Improve other than Buildings	1023
499	CFA INC	26828	In Town Park Improvements engineering services	10/31/2023	505.50	11/16/2023	230-575-730 Improve other than Buildings	1023
Total 499:					1,504.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701110123	69701 Communications	11/01/2023	1,332.88	11/16/2023	100-417-530 Communications (Internet,Cell)	1123
4479	CHARTER COMMUNICATIONS	175970201110123	70201 Communications	11/01/2023	382.88	11/16/2023	100-417-530 Communications (Internet,Cell)	1123
Total 4479:					1,715.76			
CNH INDUSTRIAL CAPITAL								
1705	CNH INDUSTRIAL CAPITAL	PSO087818-.1	mirror for loader	07/14/2023	95.86	10/24/2023	100-575-430 Service-Repair and Maintenance	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 1705:					95.86				
COLONIAL INSURANCE									
3520	COLONIAL INSURANCE	3103934-1001076	E3103934 SUPPLEMENTAL INSURANC	12/01/2023	55.16	11/22/2023	100-218000	COLONIAL INSURANCE PAYABL	1223
Total 3520:					55.16				
CORE CONSTRUCTION SERVICES OF NEVADA,INC									
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001015	CRRC CMAR-October 2023	10/31/2023	4,725.00		220-480-810	ARPA	1023
Total 8916:					4,725.00				
CUMMING MANAGEMENT GROUP, INC									
8889	CUMMING MANAGEMENT GROUP, INC	135021	CRRC Services Oct 1 Oct 31 2023	10/01/2023	9,688.00	11/16/2023	220-480-810	ARPA	1023
Total 8889:					9,688.00				
DENISON AUTO INTERIORS									
6158	DENISON AUTO INTERIORS	886062	3005 new seat for driver side	11/14/2023	190.00		100-475-610	Automotive Supplies	1123
Total 6158:					190.00				
DOWL, LLC									
8931	DOWL, LLC	10	Survey Services	08/27/2023	1,935.00	11/16/2023	100-228311	Engineering Reimb. (Maps)	823
8931	DOWL, LLC	R0120.2389-12	On call GIS support services	11/03/2023	642.75	11/16/2023	510-810-320	Prof Serv-Engineering	1123
8931	DOWL, LLC	R0120.2389-12	On call GIS support services	11/03/2023	642.75	11/16/2023	100-475-320	Prof Serv-Engineering	1123
8931	DOWL, LLC	R0120.2389-12	On call GIS support services	11/03/2023	642.75	11/16/2023	520-810-320	Prof Serv-Engineering	1123
8931	DOWL, LLC	R0120.2389-12	On call GIS support services	11/03/2023	642.75	11/16/2023	100-417-320	PROF SEV-ENGINEERING	1123
8931	DOWL, LLC	R0120.2389-12	On call GIS support services	11/03/2023	642.75	11/16/2023	100-575-320	Prof Serv-Engineering	1123
Total 8931:					5,148.75				
EMPLOYEES, CITY OF FERNLEY									
8639	EMPLOYEES, CITY OF FERNLEY	111523	WTP CERT RENEWAL T3	11/15/2023	50.00	11/16/2023	510-840-642	Permits and Licenses	1123
Total 8639:					50.00				
FARR CONSTRUCTION									
668	FARR CONSTRUCTION	Pay request 16	Surface water treatment conveyance project	11/07/2023	168,244.05	11/16/2023	510-166100	Construction In Progress	1123
Total 668:					168,244.05				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FASTENAL COMPANY								
4860	FASTENAL COMPANY	NVFER49088	Tapping Die	11/21/2023	15.00		520-810-430 Service-Repair and Maintenance	1123
Total 4860:					15.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-WATER TREATMENT	09/30/2023	7.64	11/16/2023	510-840-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-COURT	09/30/2023	66.96	11/16/2023	100-425-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-WATER DIST.	09/30/2023	884.19	11/16/2023	510-810-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-PARKS	09/30/2023	277.73	11/16/2023	100-575-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-SEWER	09/30/2023	1,652.22	11/16/2023	520-810-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-ANIMAL CONTROL	09/30/2023	172.42	11/16/2023	100-525-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-FLEET	09/30/2023	184.46	11/16/2023	100-480-626 GASOLINE	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-FACILITIES	09/30/2023	152.26	11/16/2023	100-417-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-VECTOR	09/30/2023	37.42	11/16/2023	100-528-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-STREETS	09/30/2023	1,111.47	11/16/2023	100-475-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3591456	GASOLINE-BUILDING	09/30/2023	410.50	11/16/2023	100-605-626 Gasoline	923
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-PARKS	10/15/2023	366.15	11/16/2023	100-575-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-WW	10/15/2023	2,188.66	11/16/2023	520-810-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-ANIMAL CONTROL	10/15/2023	308.60	11/16/2023	100-525-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-COURT	10/15/2023	73.53	11/16/2023	100-425-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-WTP	10/15/2023	3.45	11/16/2023	510-840-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-STREETS	10/15/2023	767.45	11/16/2023	100-475-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-VECTOR	10/15/2023	47.64	11/16/2023	100-528-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-WD	10/15/2023	1,195.41	11/16/2023	510-810-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-FLEET	10/15/2023	329.36	11/16/2023	100-480-626 GASOLINE	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-FACILITIES	10/15/2023	200.74	11/16/2023	100-417-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3602989	GASOLINE-BUILDING	10/15/2023	345.74	11/16/2023	100-605-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-FACILITIES	10/31/2023	224.27	11/16/2023	100-417-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-FLEET	10/31/2023	219.01	11/16/2023	100-480-626 GASOLINE	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-WD	10/31/2023	1,372.58	11/16/2023	510-810-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-BUILDING	10/31/2023	185.80	11/16/2023	100-605-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-STREETS	10/31/2023	1,833.06	11/16/2023	100-475-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-VECTOR	10/31/2023	37.97	11/16/2023	100-528-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-WTP	10/31/2023	58.57	11/16/2023	510-840-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-COURT	10/31/2023	59.19	11/16/2023	100-425-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-PARKS	10/31/2023	409.09	11/16/2023	100-575-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-WW	10/31/2023	1,469.48	11/16/2023	520-810-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3616337	GASOLINE-ANIMAL CONTROL	10/31/2023	347.48	11/16/2023	100-525-626 Gasoline	1023
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-BUILDING	11/15/2023	268.85		100-605-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-PARKS	11/15/2023	375.63		100-575-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-WD	11/15/2023	1,552.73		510-810-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-FLEET	11/15/2023	211.26		100-480-626 GASOLINE	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-ENGINEERING	11/15/2023	36.61		100-529-626 Gasoline	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-VECTOR	11/15/2023	47.76		100-528-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-STREETS	11/15/2023	1,475.56		100-475-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-FACILITIES	11/15/2023	205.93		100-417-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-WTP	11/15/2023	2.88		510-840-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-ANIMAL CONTROL	11/15/2023	281.63		100-525-626 Gasoline	1123
18	FLYERS ENERGY, LLC	CFS-3636030	GASOLINE-WW	11/15/2023	1,978.99		520-810-626 Gasoline	1123
Total 18:					23,438.33			
GRAINGER								
252	GRAINGER	9899034152	Spare pump for Chamille	11/08/2023	1,396.69	11/16/2023	520-810-430 Service-Repair and Maintenance	1123
Total 252:					1,396.69			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111681	Misc Service Labor	11/07/2023	145.00		100-605-322 Prof Serv-Other	1123
70	HANNEMAN SERVICE	13507	1985 Mercury Grand Marquis No Plates 1715 Gustafson Rd	11/07/2023	55.00		100-605-322 Prof Serv-Other	1123
Total 70:					200.00			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	1023144-00	welder diagnosis	11/17/2023	125.00		100-575-430 Service-Repair and Maintenance	1123
Total 8630:					125.00			
HIGH SIERRA ELEVATOR INSPECTIONS								
8826	HIGH SIERRA ELEVATOR INSPECTIONS	16487	elevator inspector	11/07/2023	440.00		100-417-420 Contract Services	1123
Total 8826:					440.00			
IBEW Local 1245								
83	IBEW Local 1245	NOV 2023-2	UNION DUES, ONE HALF OF MONTH	11/16/2023	747.91	11/17/2023	100-219900 OTHER PAYROLL PAYABLES	1123
Total 83:					747.91			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	NOV 2023-2	W/HOLD TAX PAYABLE, PAYROLL	11/16/2023	19,328.41	11/17/2023	100-212000 FEDERAL WITHHOLDING PAYAB	1123
7879	INTERNAL REVENUE SERVICE	NOV 2023-2	FICA TAX PAYABLE, PAYROLL	11/16/2023	250.60	11/17/2023	100-211000 FICA PAYABLE	1123
7879	INTERNAL REVENUE SERVICE	NOV 2023-2	MED TAX PAYABLE, PAYROLL	11/16/2023	5,678.02	11/17/2023	100-211000 FICA PAYABLE	1123
Total 7879:					25,257.03			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	832280-IN	OIL FOR FLEET	11/14/2023	194.31	11/16/2023	100-480-610 AUTOMOTIVE SUPPLIES	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 4329:					194.31				
J & K LLAMAS LANDSCAPE & NURSERY									
8711	J & K LLAMAS LANDSCAPE & NURSERY	117935	Shredded bark - WW	10/17/2023	335.00	11/16/2023	520-810-600	General Supplies	1023
Total 8711:					335.00				
KALBACHER ASSOCIATES, LLC									
8888	KALBACHER ASSOCIATES, LLC	20230901	Comprehensive Grant Services AUG 23	08/03/2023	2,410.00		100-413-322	Prof Serv-Other	823
8888	KALBACHER ASSOCIATES, LLC	20231001	Comprehensive Grant Services Sept 23	09/29/2023	2,410.00		100-413-322	Prof Serv-Other	923
Total 8888:					4,820.00				
KIMLEY-HORN AND ASSOCIATES, INC.									
8715	KIMLEY-HORN AND ASSOCIATES, INC.	196874000-1023	North Fernley Area Plan	10/31/2023	1,460.00		100-610-322	Prof Serv-Other	1023
Total 8715:					1,460.00				
LEMONS, GRUNDY & EISENBERG									
8835	LEMONS, GRUNDY & EISENBERG	.2	HR LEGAL	11/05/2023	260.00	11/16/2023	100-414-310	Prof Serv-Legal	1123
Total 8835:					260.00				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	1214	filter white board	10/31/2023	168.04	11/16/2023	100-417-612	Building Maintenance Supplies	1023
7650	LOWES CREDIT SERVICES	127.7	Batteries, misc.	11/03/2023	44.03	11/16/2023	100-417-612	Building Maintenance Supplies	1123
7650	LOWES CREDIT SERVICES	1336	marking paint hose misc.	11/06/2023	107.62	11/16/2023	100-575-600	General Supplies	1123
7650	LOWES CREDIT SERVICES	570749757	well 4 repair and torches for trucks	11/16/2023	62.01		510-810-614	Supplies-Plant/Shop/Maint	1123
7650	LOWES CREDIT SERVICES	639007	well house paint and supplies	11/27/2023	337.16		510-810-430	Repairs & Maintenance	1123
7650	LOWES CREDIT SERVICES	72033	Shop Supplies	11/15/2023	31.33		510-840-614	Plant/Shop/Maint. Supplies	1123
7650	LOWES CREDIT SERVICES	72384	batteries	11/15/2023	249.81		100-575-600	General Supplies	1123
7650	LOWES CREDIT SERVICES	80700	General Supplies	11/20/2023	87.01		520-810-600	General Supplies	1123
7650	LOWES CREDIT SERVICES	819503843	shop cleaning supplies and some hand tools	11/15/2023	311.75		510-810-614	Supplies-Plant/Shop/Maint	1123
7650	LOWES CREDIT SERVICES	82021	wood	11/21/2023	37.03		100-575-600	General Supplies	1123
7650	LOWES CREDIT SERVICES	88186	misc. roofing supplies for shed on cottonwood shop.	11/06/2023	302.78	11/16/2023	100-475-600	General Supplies	1123
7650	LOWES CREDIT SERVICES	89339	insulation, foam and misc.	11/07/2023	196.41	11/16/2023	100-475-614	Supplies-Plant/Shop/Maint	1123
7650	LOWES CREDIT SERVICES	89981	HWY 50 replacement water pump	11/07/2023	265.05	11/16/2023	520-810-430	Service-Repair and Maintenance	1123
7650	LOWES CREDIT SERVICES	90034	parts for fleet air compressor	11/07/2023	117.42	11/16/2023	100-480-610	AUTOMOTIVE SUPPLIES	1123
7650	LOWES CREDIT SERVICES	901372-Lvcwhf	building materials	10/05/2023	158.25	11/16/2023	100-417-614	Supplies-Plant/Shop/Maint	1023
7650	LOWES CREDIT SERVICES	90756	siding	11/08/2023	41.18	11/16/2023	100-475-600	General Supplies	1123
7650	LOWES CREDIT SERVICES	90799	welding supplies	11/27/2023	56.46		100-575-600	General Supplies	1123
7650	LOWES CREDIT SERVICES	9114.2	counter top	11/08/2023	41.78	11/16/2023	100-417-612	Building Maintenance Supplies	1123
7650	LOWES CREDIT SERVICES	91855	Map Gas Torches	11/27/2023	208.54		520-810-614	Supplies-Plant/Shop/Maint	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	973208-LVNXKF	North east booster walking path supplies	10/09/2023	321.42	11/16/2023	510-810-614 Supplies-Plant/Shop/Maint	1023
7650	LOWES CREDIT SERVICES	977222-LYNMFW	maintenance	10/30/2023	75.92	11/16/2023	100-575-430 Service-Repair and Maintenance	1023
7650	LOWES CREDIT SERVICES	977677-LWCIKB	misc. and wood	10/12/2023	261.85	11/16/2023	100-475-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	978430-LWCIKB	misc. building supplies	10/12/2023	152.37	11/16/2023	100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	988822-LXCEQM	cleaning supplies	10/19/2023	45.23	11/16/2023	100-417-612 Building Maintenance Supplies	1023
7650	LOWES CREDIT SERVICES	992583	building material	10/02/2023	71.84	11/16/2023	100-417-612 Building Maintenance Supplies	1023
7650	LOWES CREDIT SERVICES	993555-LUTHVJ	building materials	10/03/2023	48.15	11/16/2023	100-417-612 Building Maintenance Supplies	1023
7650	LOWES CREDIT SERVICES	996111-LVCWHL	building materials	10/05/2023	203.26	11/16/2023	100-417-614 Supplies-Plant/Shop/Maint	1023
Total 7650:					4,003.70			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	120031	WWTP PER	09/02/2023	5,443.50	11/16/2023	520-810-320 Prof Serv-Engineering	923
Total 370:					5,443.50			
LYON COUNTY								
1126	LYON COUNTY	DEC 2023	PUBLIC DEFENDER - DECEMBER 2023	11/17/2023	10,000.00	11/22/2023	100-413-322 Prof Serv-Other	1123
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Oct 23	Transient Lodging Tax	10/31/2023	4,118.13	11/16/2023	225-227010 TLT Payable to County	1023
Total 106:					4,118.13			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	020-041-39-TO	LIEN REL- 125 COMSTOCK; OBRIEN	11/14/2023	40.00	11/16/2023	510-810-322 Prof Serv-Other	1123
108	LYON COUNTY RECORDER	020-752-16-SB	LIEN REL- 909 JESSICA LN; BERRY	11/14/2023	40.00	11/16/2023	510-810-322 Prof Serv-Other	1123
Total 108:					80.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	114026	BMX track	09/01/2023	113.33	11/16/2023	100-575-420 Contract Services	923
8509	MARSHALL'S SEPTIC CARE	114028	OTP	09/01/2023	514.65	11/16/2023	100-575-420 Contract Services	923
8509	MARSHALL'S SEPTIC CARE	114030	ITP	09/01/2023	200.66	11/16/2023	100-575-420 Contract Services	923
8509	MARSHALL'S SEPTIC CARE	114031	Ponderosa park	09/01/2023	113.33	11/16/2023	100-575-420 Contract Services	923
8509	MARSHALL'S SEPTIC CARE	114033	Depot	09/01/2023	113.33	11/16/2023	100-575-420 Contract Services	923
8509	MARSHALL'S SEPTIC CARE	114562	BMX	10/01/2023	113.33	11/16/2023	100-575-420 Contract Services	1023
8509	MARSHALL'S SEPTIC CARE	114563	Autumn Winds Park	10/01/2023	113.33	11/16/2023	100-575-420 Contract Services	1023
8509	MARSHALL'S SEPTIC CARE	114564	OTP	10/01/2023	514.65	11/16/2023	100-575-420 Contract Services	1023
8509	MARSHALL'S SEPTIC CARE	114565	GVP	10/01/2023	200.66	11/16/2023	100-575-420 Contract Services	1023
8509	MARSHALL'S SEPTIC CARE	114566	ITP	10/01/2023	200.66	11/16/2023	100-575-420 Contract Services	1023
8509	MARSHALL'S SEPTIC CARE	114567	Ponderosa Park	10/01/2023	113.33	11/16/2023	100-575-420 Contract Services	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8509	MARSHALL'S SEPTIC CARE	114572	Depot	10/01/2023	113.33	11/16/2023	100-575-420 Contract Services	1023
8509	MARSHALL'S SEPTIC CARE	115093	BMX	11/01/2023	118.33	11/16/2023	100-575-420 Contract Services	1123
8509	MARSHALL'S SEPTIC CARE	115094	Autumn Winds Park	11/01/2023	118.33	11/16/2023	100-575-420 Contract Services	1123
8509	MARSHALL'S SEPTIC CARE	115095	OTP	11/01/2023	526.65	11/16/2023	100-575-420 Contract Services	1123
8509	MARSHALL'S SEPTIC CARE	115096	GVP	11/01/2023	210.66	11/16/2023	100-575-420 Contract Services	1123
8509	MARSHALL'S SEPTIC CARE	115097	repairs to ITP portable	11/01/2023	450.30	11/16/2023	100-575-420 Contract Services	1123
8509	MARSHALL'S SEPTIC CARE	115098	Ponderosa Park	11/01/2023	118.33	11/16/2023	100-575-420 Contract Services	1123
8509	MARSHALL'S SEPTIC CARE	115100	Depot	11/01/2023	113.33	11/16/2023	100-575-420 Contract Services	1123
Total 8509:					4,080.52			
MATCO TOOLS								
8529	MATCO TOOLS	49755	37 torx bit	11/15/2023	24.42		100-480-600 GENERAL SUPPLIES/TOOLS	1123
Total 8529:					24.42			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	NOV 2023	MUNICIPAL COURT JUDGE	11/17/2023	3,750.00	11/22/2023	100-425-322 Prof Serv-Other	1123
Total 8042:					3,750.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12472108	Planning law	10/31/2023	9,020.00		100-414-310 Prof Serv-Legal	1023
Total 322:					9,020.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	DEC 2023	5952725 GROUP DENTAL INSURANCE	12/01/2023	9,666.88	11/22/2023	100-217100 Dental Insurance Payable MetL	1223
Total 5387:					9,666.88			
MIRACLE RECREATION EQUIPMENT CO								
7251	MIRACLE RECREATION EQUIPMENT CO	867090	All abilities equipment purchase	10/31/2023	30,391.35	11/16/2023	230-575-730 Improve other than Buildings	1023
Total 7251:					30,391.35			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	11.20.23	SURVEYOR FEE REFUND BLA23001 FERNLEY BUSINESS	11/20/2023	555.00	11/22/2023	100-228311 Engineering Reimb. (Maps)	1123
1111	MISCELLANEOUS ONE TIME VENDOR	112023	SURVEYOR FEE REFUND T1V23001 SKYRIDGE SERENIT	11/20/2023	240.00	11/22/2023	100-228311 Engineering Reimb. (Maps)	1123
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 11.20.23	PLOT F 14 MARKER DEPOSIT RELEASE	11/20/2023	250.00	11/22/2023	100-223200 Deferred Revenue - Cem. Plots	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 20 23	SURVEYOR FEE REFUND FPM23001 PONDEROSA UNIT 1	11/20/2023	648.00	11/22/2023	100-228311 Engineering Reimb. (Maps)	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 23	SURVEYOR FEE REFUND RTA23001 STEPPING STONES	11/20/2023	70.00	11/22/2023	100-228311 Engineering Reimb. (Maps)	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV23	APPLICATION FEE ZMA23002 45 EAST ST RECEIPT 15851	11/20/2023	900.00	11/22/2023	100-320-210 Planning and Zoning Fees	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1111:					2,663.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	157832	Prof Serv Main St Cat 3219	09/11/2023	334.14		100-525-322 Prof Serv-Other	923
6660	MOFFITT ANIMAL CLINIC	158876	Collie 10-13-23 IC	10/13/2023	50.00		100-525-322 Prof Serv-Other	1023
Total 6660:					384.14			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	4091162	monitoring and maintenance	12/01/2023	1,812.00		100-417-420 Contract Services	1223
Total 8814:					1,812.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	94797597	OIL FOR SHOP COMPRESSER	11/07/2023	44.14	11/16/2023	100-480-610 AUTOMOTIVE SUPPLIES	1123
Total 115:					44.14			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	400872	air valve	11/07/2023	10.79	11/16/2023	100-475-610 Automotive Supplies	1123
58	NAPA AUTO & TRUCK PARTS	400884	antifreeze	11/07/2023	38.94	11/16/2023	100-528-610 Automotive Supplies	1123
58	NAPA AUTO & TRUCK PARTS	401668	10 yd truck light fix	11/22/2023	86.47		100-575-610 Automotive Supplies	1123
Total 58:					136.20			
NATIONS MEDICAL								
8502	NATIONS MEDICAL	109495	first aid kits	11/08/2023	265.20	11/16/2023	510-810-616 Supplies-Safety	1123
8502	NATIONS MEDICAL	109497	first kit streets	11/08/2023	125.20	11/16/2023	100-475-616 Supplies-Safety	1123
8502	NATIONS MEDICAL	109502	First Aid Supplies	11/08/2023	218.05	11/16/2023	510-840-616 Safety Supplies	1123
Total 8502:					608.45			
NCE								
7617	NCE	675212517	Shadow Lane Reconstruction engineering services	11/09/2023	1,000.00	11/16/2023	100-475-745 RTC REIMBURSABLE EXPENDI	1123
Total 7617:					1,000.00			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Oct23	Transient Lodging Tax	10/31/2023	2,470.88	11/16/2023	225-227015 TLT Payable to State	1023
Total 6378:					2,470.88			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NEVADA OLD TIMERS MOTOCROSS								
4344	NEVADA OLD TIMERS MOTOCROSS	FY23-24R1 Final	FY23-24R1 Final OTMX	11/13/2023	7,000.00	11/16/2023	225-575-650 Grant Awards	1123
Total 4344:					7,000.00			
NORTHERN NEVADA IMAGING, LLC								
7260	NORTHERN NEVADA IMAGING, LLC	1315	Ben Marchant Professional Photo	11/03/2023	50.00	11/16/2023	100-413-322 Prof Serv-Other	1123
Total 7260:					50.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	OCT 2023	VTC; STREETS TRUCK REPAIR	10/31/2023	2,513.85	11/10/2023	100-475-430 Service-Repair and Maintenance	1023
8649	NSB - BANKCARD CENTER	OCT 2023	VALLEY RENTALS LLC; SOD CUTTER	10/31/2023	500.00	11/10/2023	100-575-441 Rental	1023
8649	NSB - BANKCARD CENTER	OCT 2023	B & R HEAD & BLOCK REPAIR; PARKS TRUCK REPAIR	10/31/2023	2,402.04	11/10/2023	100-575-430 Service-Repair and Maintenance	1023
8649	NSB - BANKCARD CENTER	OCT 2023	SAM'S CLUB; SPOOKTACULAR 2023 CANDY ORDER	10/31/2023	1,410.73	11/10/2023	100-412-650 Community Support	1023
8649	NSB - BANKCARD CENTER	OCT 2023	NV BOARD OF ENGINEERS; LIC RENEWAL 021280	10/31/2023	100.00	11/10/2023	100-529-581 Dues & Memberships	1023
8649	NSB - BANKCARD CENTER	OCT 2023	SPECTRUM; 355 COTTONWOOD LN	10/31/2023	129.98	11/10/2023	100-417-530 Communications (Internet,Cell)	1023
8649	NSB - BANKCARD CENTER	OCT 2023	RED'S BAR & GRILL; RETREAT/STRATEGIC PLAN DEPT H	10/31/2023	200.00	11/10/2023	100-413-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	AMAZON; BOOKS & PERIODICALS, PREDICTABLY IRRATI	10/31/2023	35.98	11/10/2023	100-413-640 Books and Periodicals	1023
8649	NSB - BANKCARD CENTER	OCT 2023	STAMPLI; SEPT 2023	10/31/2023	1,034.00	11/10/2023	100-412-342 Tech Services-Other	1023
8649	NSB - BANKCARD CENTER	OCT 2023	B & R HEAD & BLOCK REPAIR; WW TRUCK REPAIR	10/31/2023	2,402.04	11/10/2023	520-810-430 Service-Repair and Maintenance	1023
8649	NSB - BANKCARD CENTER	OCT 2023	GOTOCOM; FY23-24 SUBSCRIPTION	10/31/2023	1,659.99	11/10/2023	100-418-342 Tech Services-Other	1023
8649	NSB - BANKCARD CENTER	OCT 2023	BUMBLEBEE BLOOMS; GET WELL GIFT, COUNCILWOMA	10/31/2023	89.98	11/10/2023	100-412-586 Employee Recognition	1023
8649	NSB - BANKCARD CENTER	OCT 2023	MICROSOFT; DEFENDER TRIAL FEE	10/31/2023	10.00	11/10/2023	100-418-342 Tech Services-Other	1023
8649	NSB - BANKCARD CENTER	OCT 2023	AMAZON; SPOOKTACULAR DECOR/SUPPLIES	10/31/2023	114.98	11/10/2023	100-413-650 Community Support	1023
8649	NSB - BANKCARD CENTER	OCT 2023	FALLON GLASS; STREETS WINDSHIELD	10/31/2023	115.45	11/10/2023	100-475-430 Service-Repair and Maintenance	1023
8649	NSB - BANKCARD CENTER	OCT 2023	RALEY'S; STRATEGIC PLANNING STAFF RETREAT	10/31/2023	94.92	11/10/2023	100-413-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	SAM'S CLUB; RENEWAL	10/31/2023	50.00	11/10/2023	100-412-650 Community Support	1023
8649	NSB - BANKCARD CENTER	OCT 2023	AMAZON; ENGINE HEATER WW	10/31/2023	254.99	11/10/2023	520-810-430 Service-Repair and Maintenance	1023
8649	NSB - BANKCARD CENTER	OCT 2023	B & R HEAD & BLOCK REPAIR; STREETS TRUCK REPAIR	10/31/2023	2,402.04	11/10/2023	100-475-430 Service-Repair and Maintenance	1023
8649	NSB - BANKCARD CENTER	OCT 2023	APPLIED PAVEMENT TECH; STORMWATER MGT COURS	10/31/2023	80.00	11/10/2023	100-529-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	NAGARA; MEMBERSHIP R. SKINNER	10/31/2023	225.00	11/10/2023	100-416-581 Dues and Memberships	1023
8649	NSB - BANKCARD CENTER	OCT 2023	WALMART; TV MONITOR FOR SECURITY SYSTEM WTP	10/31/2023	498.00	11/10/2023	510-166100 Construction In Progress	1023
8649	NSB - BANKCARD CENTER	OCT 2023	AMAZON; CONNECTED BOOK CM	10/31/2023	21.70	11/10/2023	100-413-640 Books and Periodicals	1023
8649	NSB - BANKCARD CENTER	OCT 2023	BALLY'S HOTEL; 51ST ANNUAL STATE CONFERENCE APA	10/31/2023	377.28	11/10/2023	100-412-582 Travel	1023
8649	NSB - BANKCARD CENTER	OCT 2023	NNDA; ECONOMIC ROUND UP N. B. MARCHANT REFUND	10/31/2023	60.00	11/10/2023	100-413-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	ESRI; ONLINE VIEW FEES, ENGINEERING DEPT	10/31/2023	205.23	11/10/2023	100-418-342 Tech Services-Other	1023
8649	NSB - BANKCARD CENTER	OCT 2023	AMAZON; 2TB SSD FOR WTP, USB C EXTERNAL HARD D	10/31/2023	179.99	11/10/2023	510-840-601 Office Supplies	1023
8649	NSB - BANKCARD CENTER	OCT 2023	NEOGOV; POST FOR FINANCE DIRECTOR REFUND FOR	10/31/2023	199.00	11/10/2023	100-415-540 Advertising	1023
8649	NSB - BANKCARD CENTER	OCT 2023	NAGARA; CERTIFICATE R. SKINNER	10/31/2023	50.00	11/10/2023	100-416-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	ORIENTAL TRADING CO; SPOOKTACULAR 2023 CANDY &	10/31/2023	1,004.70	11/10/2023	100-412-650 Community Support	1023
8649	NSB - BANKCARD CENTER	OCT 2023	EDAWN; 11TH ANNUAL EXISTING INDUSTRY CM	10/31/2023	75.00	11/10/2023	100-413-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	NDEP; DISTRIBUTION GRADE 4 TESTING	10/31/2023	123.00	11/10/2023	510-810-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	BADGE & WALLET; 2 BADGES AND BADGE HOLDERS BL	10/31/2023	296.00	11/10/2023	100-605-616 Safety Supplies	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	OCT 2023	MICROSOFT; DEFENDER TRIAL FEE	10/31/2023	360.00	11/10/2023	100-418-342 Tech Services-Other	1023
8649	NSB - BANKCARD CENTER	OCT 2023	BALLY'S HOTEL; 2023 NV PLANNING CONFERENCE	10/31/2023	302.28	11/10/2023	100-610-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	NNDA; ECONOMIC ROUND UP N. MCINTYRE REFUND	10/31/2023	60.00-	11/10/2023	100-412-580 Training	1023
8649	NSB - BANKCARD CENTER	OCT 2023	ZOOM; CMO MONTHLY SUBSCRIPTION	10/31/2023	140.00	11/10/2023	100-418-342 Tech Services-Other	1023
8649	NSB - BANKCARD CENTER	OCT 2023	ZOOM; FMC SUBSCRIPTION OCT-NOV	10/31/2023	100.00	11/10/2023	100-425-322 Prof Serv-Other	1023
8649	NSB - BANKCARD CENTER	OCT 2023	SAM'S CLUB; RENEWAL REFUND	10/31/2023	50.00-	11/10/2023	100-412-650 Community Support	1023
8649	NSB - BANKCARD CENTER	OCT 2023	B & R HEAD & BLOCK REPAIR; WD TRUCK REPAIR	10/31/2023	2,402.04	11/10/2023	510-810-610 Automotive Supplies	1023
Total 8649:					21,592.19			
NV ENERGY								
167	NV ENERGY	13050 NOV 23	48768103613050 ACH	11/08/2023	2,009.85	11/29/2023	100-417-622 Electricity	1123
167	NV ENERGY	14319 NOV 23	34596405214319 ACH	11/08/2023	78.75	11/29/2023	100-575-622 Electricity	1123
167	NV ENERGY	26093 NOV 23	34596402626093 ACH	11/04/2023	1,736.82	11/27/2023	100-575-622 Electricity	1123
167	NV ENERGY	26100 NOV 23	34596502626100 ACH	11/04/2023	26,163.77	11/27/2023	510-810-622 Electricity	1123
167	NV ENERGY	26100 NOV 23	34596502626100 ACH	11/04/2023	39.88	11/27/2023	520-810-622 Electricity	1123
167	NV ENERGY	29499 OCT 23	1000213677906929499 ACH	10/31/2023	67.24	11/17/2023	100-475-622 Electricity	1023
167	NV ENERGY	34991 NOV 23	34596407734991 ACH	11/09/2023	33.59	11/30/2023	510-810-622 Electricity	1123
167	NV ENERGY	37594 NOV 23	80865904937594 ACH	11/09/2023	33.92	11/30/2023	100-475-622 Electricity	1123
167	NV ENERGY	41110 NOV 23	82190403641110 ACH	11/04/2023	38.05	11/27/2023	520-810-622 Electricity	1123
167	NV ENERGY	42683 NOV 23	82190404842683 ACH	11/04/2023	301.08	11/27/2023	100-575-622 Electricity	1123
167	NV ENERGY	42683 NOV 23	82190404842683 ACH	11/04/2023	6,141.12	11/27/2023	520-810-622 Electricity	1123
167	NV ENERGY	42683 NOV 23	82190404842683 ACH	11/04/2023	60.17	11/27/2023	100-475-622 Electricity	1123
167	NV ENERGY	42683 NOV 23	82190404842683 ACH	11/04/2023	431.39	11/27/2023	510-810-622 Electricity	1123
167	NV ENERGY	65197 NOV 23	34596407565197 ACH	11/08/2023	33.59	11/29/2023	510-810-622 Electricity	1123
167	NV ENERGY	67463 NOV 23	34596404867463 ACH	11/09/2023	113.44	11/30/2023	100-575-622 Electricity	1123
167	NV ENERGY	68387 NOV 23	345964082-68387	11/09/2023	33.59	11/30/2023	100-475-622 Electricity	1123
167	NV ENERGY	71251	unjust vault at GVP	11/09/2023	1,536.92	11/16/2023	100-575-600 General Supplies	1123
167	NV ENERGY	84389 NOV 23	34596503684389 ACH	11/08/2023	131.20	11/29/2023	100-417-622 Electricity	1123
167	NV ENERGY	97899 NOV 23	80865904797899 ACH	11/04/2023	14,449.24	11/27/2023	100-475-622 Electricity	1123
167	NV ENERGY	98954 NOV 23	82190405098954 ACH	11/04/2023	3,215.35	11/27/2023	520-810-622 Electricity	1123
Total 167:					56,648.96			
OFFICE DEPOT								
133	OFFICE DEPOT	337539505001	Office Supplies	11/14/2023	15.09		100-610-601 Office Supplies	1123
133	OFFICE DEPOT	337539647001	Office Supplies	11/14/2023	2.85		100-610-601 Office Supplies	1123
133	OFFICE DEPOT	339401068001	Office supplies	11/16/2023	60.50		100-605-601 Office Supplies	1123
Total 133:					78.44			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-272274	PARTS FOR 5005	11/03/2023	9.60	11/16/2023	100-605-610 Automotive Supplies	1123
6230	O'REILLY AUTO PARTS	3599-272898	belt for compressor	11/07/2023	13.95	11/16/2023	510-810-610 Automotive Supplies	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6230	O'REILLY AUTO PARTS	3599-274333	duke diesel leak	11/17/2023	16.20		100-126000 Intergovernmental Receivable	1123
6230	O'REILLY AUTO PARTS	3599-274840	3005 fix	11/21/2023	165.17		100-475-610 Automotive Supplies	1123
Total 6230:					204.92			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5180011	Shredding Service	10/18/2023	66.00	11/16/2023	100-416-420 Contract Services	1023
8876	PACIFIC STORAGE COMPANY	5183828	City Shred Bins	11/15/2023	66.00		100-416-420 Contract Services	1123
Total 8876:					132.00			
PAPE KENWORTH								
3097	PAPE KENWORTH	14915564	block heater for shop	11/20/2023	110.55		100-480-600 GENERAL SUPPLIES/TOOLS	1123
3097	PAPE KENWORTH	14916564	Switch for backhoe	11/16/2023	67.23		100-475-430 Service-Repair and Maintenance	1123
Total 3097:					177.78			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	23COF10	Professional Services Final 2023	11/01/2023	6,000.00		100-413-322 Prof Serv-Other	1123
Total 8933:					6,000.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	11/2023	RETIREE INSURANCE - #819	11/02/2023	261.08	11/16/2023	520-810-240 Group Insurance	1123
143	PUBLIC EMPLOYEES BENEFITS PROG	11/2023	RETIREE INSURANCE - #819	11/02/2023	94.16	11/16/2023	100-605-240 Group Insurance	1123
143	PUBLIC EMPLOYEES BENEFITS PROG	11/2023	RETIREE INSURANCE - #819	11/02/2023	217.68	11/16/2023	100-415-240 Group Insurance	1123
143	PUBLIC EMPLOYEES BENEFITS PROG	11/2023	RETIREE INSURANCE - #819	11/02/2023	1.08	11/16/2023	510-810-240 Group Insurance	1123
Total 143:					574.00			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	OCT 2023	#621 RETIREMENT CONTRIBUTIONS	10/31/2023	128,876.82	11/16/2023	100-216000 RETIREMENT PAYABLE	1023
Total 144:					128,876.82			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26158953	Randy Garr new tires	11/16/2023	932.16		100-575-610 Automotive Supplies	1123
Total 38:					932.16			
QUALITY MOBILE DETAILING								
8740	QUALITY MOBILE DETAILING	1839	Detailing for Inspector F-150 and 2018 Ford Escape	10/25/2023	490.00	11/16/2023	100-605-610 Automotive Supplies	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8740:					490.00			
RENOWN HEALTH								
190	RENOWN HEALTH	2345506	MRN 4925446 Sparks	11/13/2023	40.00		520-810-322 Prof Serv-Other	1123
190	RENOWN HEALTH	2345506	MRN 0852417 DOT Phys A Knight	11/13/2023	40.00		520-810-322 Prof Serv-Other	1123
190	RENOWN HEALTH	2345506	MRN 4991481 Guptill	11/13/2023	40.00		100-417-322 Prof Serv-Other	1123
Total 190:					120.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	23110564	ARMORED SERVICE-SEWER	11/14/2023	188.11		520-810-342 Tech Services-Other	1123
8629	SECTRAN SECURITY, INC.	23110564	ARMORED SERVICE-GF	11/14/2023	188.10		100-415-322 Prof Serv-Other	1123
8629	SECTRAN SECURITY, INC.	23110564	ARMORED SERVICE-WATER	11/14/2023	188.11		510-810-342 Tech Services-Other	1123
Total 8629:					564.32			
SIERRA RENTAL AND TRANSPORT								
3367	SIERRA RENTAL AND TRANSPORT	351343	hot mix	08/02/2023	859.38	11/16/2023	100-475-600 General Supplies	823
Total 3367:					859.38			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	231127	Replacement E-Ones	11/10/2023	7,634.98	11/16/2023	520-810-615 E-One R & M	1123
6530	SIGNA MECHANICAL	231215	Two E-Ones	11/21/2023	7,634.98		520-810-615 E-One R & M	1123
Total 6530:					15,269.96			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN307304	Ps lab samples	11/02/2023	18.00	11/16/2023	510-840-423 Contract Services-ANALYTICAL	1123
Total 7856:					18.00			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201127897	CHAIN AND RATCHET FOR W/D	11/14/2023	111.96	11/16/2023	510-810-610 Automotive Supplies	1123
Total 265:					111.96			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 NOV 23	910000818971 ACH	11/15/2023	30.24	12/04/2023	520-810-621 Natural Gas	1123
204	SOUTHWEST GAS CORP	86744 NOV 23	910001086744 WTP	11/09/2023	3,285.13	11/28/2023	510-840-621 Natural Gas	1123
Total 204:					3,315.37			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	NOV 2023-2	CHILD SUPPORT	11/16/2023	324.46	11/16/2023	100-219900	OTHER PAYROLL PAYABLES	1123
Total 176:					324.46				
SUNRISE ENVIRONMENTAL SCIENTIFIC									
230	SUNRISE ENVIRONMENTAL SCIENTIFIC	142656	55 Gallon Drum of Scent Control	11/07/2023	2,679.55	11/16/2023	520-810-617	Supplies-Chemical	1123
Total 230:					2,679.55				
TAGGART & TAGGART LTD									
3275	TAGGART & TAGGART LTD	17375	Water Right Contract FY23/24 Oct 23	10/02/2023	18,134.49	11/16/2023	510-810-698	Water Rights Protection	1023
Total 3275:					18,134.49				
U S POSTAL SERVICE									
7344	U S POSTAL SERVICE	PL5-2023	BULK MAIL PERMIT 5 RENEWAL	11/07/2023	155.00	11/08/2023	520-810-550	Printing and Postage	1123
7344	U S POSTAL SERVICE	PL5-2023	BULK MAIL PERMIT 5 RENEWAL	11/07/2023	155.00	11/08/2023	510-810-550	Printing and Postage	1123
Total 7344:					310.00				
USA BLUEBOOK									
464	USA BLUEBOOK	INV00182660	PS Neutralization tank pH sensor	11/01/2023	877.14	11/16/2023	510-840-430	Service-Repair and Maintenance	1123
464	USA BLUEBOOK	INV00188834	chemical injector	11/07/2023	533.85	11/16/2023	510-840-430	Service-Repair and Maintenance	1123
464	USA BLUEBOOK	INV00190422	warming packs	11/08/2023	28.36	11/16/2023	510-810-616	Supplies-Safety	1123
464	USA BLUEBOOK	INV00190623	high vis vests	11/08/2023	278.18	11/16/2023	510-810-616	Supplies-Safety	1123
464	USA BLUEBOOK	INV00191238	new sample meter	11/09/2023	2,575.00		510-810-605	Minor Equipment	1123
464	USA BLUEBOOK	INV00193375	warming pack	11/10/2023	3.78	11/16/2023	510-810-616	Supplies-Safety	1123
464	USA BLUEBOOK	INV00194045	new colorimeter	11/13/2023	815.04	11/16/2023	510-810-614	Supplies-Plant/Shop/Maint	1123
464	USA BLUEBOOK	INV00196075	Camille Pump	11/15/2023	1,802.82		520-810-430	Service-Repair and Maintenance	1123
464	USA BLUEBOOK	INV00200751	colormeter for residual samples	11/20/2023	1,336.43		510-810-614	Supplies-Plant/Shop/Maint	1123
464	USA BLUEBOOK	INV00201839	Anti-seize	11/21/2023	252.89		510-810-614	Supplies-Plant/Shop/Maint	1123
464	USA BLUEBOOK	INV00204028	Pump flanges for Camille Lift	11/27/2023	140.13		520-810-430	Service-Repair and Maintenance	1123
Total 464:					8,643.62				
VERIZON WIRELESS									
8495	VERIZON WIRELESS	9948132512	Water Dist	11/01/2023	254.67	11/16/2023	510-810-530	Communications	1123
8495	VERIZON WIRELESS	9948132512	Bldg/Safety	11/01/2023	474.38	11/16/2023	100-417-530	Communications (Internet,Cell)	1123
8495	VERIZON WIRELESS	9948132512	WTP	11/01/2023	437.99	11/16/2023	510-840-530	Communications	1123
8495	VERIZON WIRELESS	9948132512	Council	11/01/2023	167.10	11/16/2023	100-412-530	Communications (Internet,Cell)	1123
8495	VERIZON WIRELESS	9948132512	IT	11/01/2023	56.05	11/16/2023	100-418-530	Communications (Internet,Cell)	1123
8495	VERIZON WIRELESS	9948132512	WW Router	11/01/2023	91.91	11/16/2023	520-810-530	Communications	1123
8495	VERIZON WIRELESS	9948132512	CMO	11/01/2023	56.05	11/16/2023	100-413-530	Communications (Internet,Cell)	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8495	VERIZON WIRELESS	9948132512	City Hall/ Facilities	11/01/2023	644.28	11/16/2023	100-417-530 Communications (Internet,Cell)	1123
8495	VERIZON WIRELESS	9948132512	WW	11/01/2023	357.42	11/16/2023	520-810-530 Communications	1123
8495	VERIZON WIRELESS	9948132512	COA	11/01/2023	140.03	11/16/2023	100-414-530 Communications (Internet,Cell)	1123
8495	VERIZON WIRELESS	9948226715	Oct 2-Nov 1 23 ACT 742052267-00001	11/23/2023	40.01	11/16/2023	520-810-530 Communications	1123
Total 8495:					2,719.89			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2369	SCADA Services	11/09/2023	1,040.00	11/16/2023	510-840-429 Contract Services-SCADA	1123
Total 8606:					1,040.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	NOV 2023-2	ROTH IRA	11/16/2023	210.00	11/17/2023	100-215000 457 PAYABLE	1123
8591	VOYA FINANCIAL	NOV 2023-2	DEFERRED COMPENSATION, 457	11/16/2023	2,597.50	11/17/2023	100-215000 457 PAYABLE	1123
Total 8591:					2,807.50			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	23-4546	WWTP Dumpster Service	11/13/2023	297.00	11/16/2023	520-810-412 Utility Service-Refuse	1123
Total 6118:					297.00			
WEDCO								
3350	WEDCO	S100057202.001	Cord Grip	11/15/2023	17.04		520-810-600 General Supplies	1123
Total 3350:					17.04			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2311-077199	clear safety glasses	11/27/2023	147.95		510-810-616 Supplies-Safety	1123
8571	WESTERN INDUSTRIAL PARTS, INC.	2311-077200	tools for shop	11/27/2023	332.87		100-480-600 GENERAL SUPPLIES/TOOLS	1123
8571	WESTERN INDUSTRIAL PARTS, INC.	2311-C76610	shop tools	11/15/2023	332.87		100-480-600 GENERAL SUPPLIES/TOOLS	1123
Total 8571:					813.69			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11022152	Bin stock	11/17/2023	1,035.54		510-810-613 Supplies-Meter Service	1123
195	WESTERN NEVADA SUPPLY CO.	11034219	SDR pipe used for risers	11/14/2023	71.80	11/16/2023	510-810-613 Supplies-Meter Service	1123
195	WESTERN NEVADA SUPPLY CO.	11038765	PS Shop Supplies	11/16/2023	109.60		510-840-614 Plant/Shop/Maint. Supplies	1123
195	WESTERN NEVADA SUPPLY CO.	11040138	Sensus dual and single port mxu	11/17/2023	4,411.71		510-166100 Construction In Progress	1123
195	WESTERN NEVADA SUPPLY CO.	11041861	Storz fittings	11/20/2023	2,019.78		510-810-613 Supplies-Meter Service	1123
195	WESTERN NEVADA SUPPLY CO.	19897707-1	Well 4 meter totalizer	11/16/2023	3,793.42		510-810-430 Repairs & Maintenance	1123
195	WESTERN NEVADA SUPPLY CO.	19944572-1	PS calibration cylinder clamp	11/06/2023	25.90	11/16/2023	510-840-430 Service-Repair and Maintenance	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 195:					11,467.75			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	175543	Federal Lands Conv Contract OCT23	10/31/2023	1,771.25		100-413-322 Prof Serv-Other	1023
Total 2454:					1,771.25			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	1012	electrical work on the shop.	11/27/2023	663.97		100-417-430 Service-Building Repair/Maint	1123
Total 8650:					663.97			
YESCO, LLC								
6806	YESCO, LLC	INY-0469788	Maintenance Reader Board- Credit for signs	12/01/2023	.00		225-575-320 PROFESSIONAL SERVICES	1223
Total 6806:					.00			
Grand Totals:					669,263.73			

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoice detail records above \$0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
NOVEMBER 15, 2023**

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Manager Benjamin Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Senior Planner Shay League, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, City Engineer Derek Starkey

1.3. Public Forum

There was no public input at this time.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the approved business licenses.

2.4. Possible Action to Approve the Will-Serve Request from Sure Clean Car Wash for 0.12 ERC's for Water (Irrigation Only) for Lyon County Parcel 021-232-68 located at 1530 E. Newlands Drive Fernley, NV

2.5. Possible action to approve a contract with CDM Smith to provide engineering analysis, design and construction administration for the proposed surface water treatment improvements at the water treatment plant facility in the amount not to exceed \$338,713.

2.6. (For Possible Action) Adoption of Resolution # 23-016 to amend the development services fee schedule to reflect actual cost of contracted surveyor consultant rates rather than a set surveyor fee.

2.7. Possible Action to approve a contract with Legal Edge Software to Provide Azure Services and Managed Services

2.8. Possible action to approve \$10,000 of additional funding for the Bureau of Land Management (BLM) to continue processing the original eight parcels for conveyance and preparatory work on the Fernley Conveyance Phase 2 conveyance.

2.9. Possible Action to approve a Cannabis Cultivation license for International Service & Rebuilding, Inc.

2.10. Possible Action to approve a Cannabis Production license for International Service & Rebuilding, Inc.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA WITH ITEM 2.8 BEING REMOVED DUE TO THIS ITEM BEING COMPLETED ALREADY. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. Vote: Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

3. REPORTS - this item is for various public entity representatives to provide general information to the Council and public. No action will be taken.

3.1. Reports by City Staff, City Council, and the Mayor, including but not limited to monthly statistical reports by city departments.

City Manager, Ben Marchant reported he has scheduled a strategic planning work session with the council on Thursday, December 14, 2023. This will be opened to the public. The 2022/2023 audit is almost complete, and the sweep account established in September 2023 has earned interest of \$31,322.61 for the month of October 2023. The Fernley Main Street Program has formed a board and the program has established four committees; a design committee, a promotions committee, an organizations committee and an economic vitality committee. The committees will meet separately on the fourth Tuesday of the month and are currently in need of more participants. A survey went out in the monthly water bills and is on the city's website and Facebook page. The results of this survey will be used to help inform the Fernley Main Street strategic planning initiative. The city is in the process of updating the emergency operations plan. The last one expired in 2014. Once it is drafted and approved internally by the County and City, it will be brought before the Council.

Councilwoman Fran McKay reported that the Rotary is putting on free meals at the firehouse for Thanksgiving and is looking for volunteers to cook turkeys and bring pies.

Mayor Neal E. McIntyre reported that he attended the Veterans Assembly, along with Councilman Torres and Councilwoman Zoberski. He also gave a brief update on the City at The Chamber luncheon.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal E. McIntyre proclaimed Saturday November 25, 2023, as Small Business Saturday. The proclamation was presented to Kelly Brye.

5. ORDINANCES

5.1. (For Possible Action) First Reading of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

City Attorney Mouritsen explained this change has been requested by City Council. The request is to change "may" to "shall" in FMC 2.02.07.

6. STAFF REPORTS

6.1. (For Possible Action) Consideration, discussion, and possible action to approve a contract with Kimley-Horn not to exceed \$119,615 for the preparation of the Southwest Fernley Area Plan.

Planning Director Rambo presented this item. The City of Fernley Planning Department solicited proposals from qualified planning consultants to create a new portion of the Comprehensive Master Plan known as the Southwest Fernley Area Plan. This plan is anticipated to provide a guide for the future development of the area with specific focus on issues such as transportation/traffic, land use and zoning, development standards, flooding and drainage, infrastructure, community services, parks and open space, financing, and implementation. Kimley-Horn was the consultant chosen by the selection committee to take on this task. The contract with Kimley-Horn requires City Council approval. The work performed by Kimley-Horn would include data collection and analysis, community engagement, visioning and goal setting, development of the Area Plan, developing an implementation strategy, and ultimate plan adoption. The cost of this work is expected to be significantly lower than other consultants because Kimley-Horn will have already done most of the preliminary studies with the preparation of the North Fernley Area Plan.

Motion: I MOVE TO APPROVE A CONTRACT WITH KIMLEY-HORN NOT TO EXCEED \$119,615 FOR THE PREPARATION OF THE SOUTHWEST FERNLEY AREA PLAN. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

6.2. Discussion and possible action to approve the guaranteed maximum price for the construction of the first phase of the Community Response and Resource Center in an amount not to exceed \$17,935,872.00.

Derek Starkey, City Engineer, presented this item. This staff report is presenting the final guaranteed maximum price, GMP, for the first phase of the Community Response and Resource Center. If the GMP is approved, staff will move forward with executing the contract for construction manager at risk services with CORE Construction at the December 6, 2023, meeting of City Council. The City and CORE reviewed and finalized the GMP and a final GMP was issued by CORE on November 1st. Construction is scheduled to start in April of 2024 and be completed by June 2025.

There was no public input.

Motion: I MOVE TO TABLE THIS ITEM TO A LATER PORTION OF TONIGHTS AGENDA. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, Councilman Hanan, **No:** Councilman Lau

Cody Wagner, Fernley Community Foundation, gave a recap on the Community Response and Resource Center. He thanked the staff for leading this project, figuring out the scope for it that makes sense for our city right now.

Motion: I MOVE TO APPROVE THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF PHASE ONE OF THE COMMUNITY RESPONSE AND RESOURCE CENTER FROM CORE CONSTRUCTION. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes, 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

6.3. Discussion and possible action to approve the abandonment of a water utility easement created in recorded documents number 662290 on APN 021-061-32 and number 662289 on APN 021-061-29.

Derek Starkey, City Engineer, presented this item. Staff is seeking approval to execute an order of abandonment for two existing water utility easements. Staff recommends approving the abandonment of the easement in accordance with the Development Code and the Nevada Revised Statutes. The easements were recorded prior to the start of construction. During the course of construction, the alignment of the water main changed and placed portions of the water main outside of the recorded easement limits. New easements have been recorded that cover the new alignment. The original easement alignment is therefore no longer needed by the City. The easement is not for public access and therefore, abandoning the easement would not impair the access of any owners of property.

Motion: I MOVE TO APPROVE THE ABANDONMENT OF A WATER UTILITY EASEMENT CREATED IN THE RECORDED DOCUMENTS NUMBER 662290 ON APN 021-061-32 AND NUMBER 662289 ON APN 021-061-29. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7. PUBLIC HEARINGS

7.1. (For Possible Action) Discussion and possible action on Resolution #23-015 as it pertains to an annexation application (ANX23001) submitted by Summit Engineering on behalf of Lansing Companies regarding a request to annex into the City of Fernley a ±155.60-acre parcel generally located west of Duffy Drive, east of Truck Inn Way, and northwest of Nevada Pacific Parkway at Interstate 80 (APN: 021-581-07).

Shay League, Senior Planner, presented this item. This item relates to a resolution of intent to annex this parcel into the City of Fernley. Should the Council decide to adopt this resolution, the Lyon County Board of Commissioners will have the opportunity to determine whether they approve or disapprove of the annexation. Should the Board of Commissioners approve the annexation, the applicant will then file the official annexation map with the Lyon County Recorder. The City of Fernley Planning Commission voted 5-0 (with one Commissioner absent and one seat open) on October 11, 2023, to recommend the City Council adopt the findings related to considerations of approval AX1 through AX4 as presented in the staff report. They further recommended Council adopt a resolution to annex 021-581-07 into the City of Fernley, convert the zoning of said parcel from RR5 to GR20, and prohibit development on this parcel until the North Fernley Area Plan is complete.

There was no public input at this time.

Motion: I MOVE TO ADOPT THE FINDINGS RELATED TO CONSIDERATIONS OF APPROVAL AX1 THROUGH AX4 AS PRESENTED IN THE STAFF REPORT. I FURTHER MOVE TO ADOPT RESOLUTION 23-015 TO DECLARE INTENT TO ANNEX APN: 021-581-07 INTO THE CITY OF FERNLEY, CONVERT THE ZONING OF SAID PARCEL FROM RR5 TO GR20, AND PROHIBIT DEVELOPMENT ON THIS PARCEL UNTIL THE NORTH FERNLEY AREA PLAN IS COMPLETE. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7.2. (For possible action) Consideration of a type 1 vacation request (T1V23001) and associated order of abandonment by Denson Surveying on behalf of Genica Skyridge Estates to abandon a portion of the public street right-of-way known as "Serenity Circle", located at approximately 1300 / 1336 Serenity Circle (APNs: 022-481-01 and 022-481-19), to allow for re-dedication of a right-of-way that matches the street as constructed.

Shay League, Senior Planner, presented this item. This is an unusual case where Serenity Circle was constructed outside of the right-of-way (ROW) as recorded. The item originally contained a type 1 and type 2 vacation request in the same application; combining the applications as one was approved by the administrator. Because the ROW for a portion of the road needs to change, the corresponding public utility easements (PUEs) along each side of that portion of the road would also typically need to be adjusted. The review process revealed that utilities are present in both the existing PUE and in the area alongside the road that the applicant is going to dedicate as a future PUE. Staff has determined that relocating utilities is not warranted in this case and has asked the applicant to both leave the existing PUE in place and dedicate the new PUE. This item is related only to the abandonment of the existing ROW described; dedication of the new ROW, and of a PUE that aligns with the road as constructed, will be handled administratively. The PUE along the existing ROW will remain due to the placement of existing utilities. The staff has determined that the proposed vacation will actually benefit the public and the public will not be materially injured. Currently, the public does not have adequate legal permission to access the entrance of Serenity Circle as constructed; the abandonment of the ROW is part 1 of a 2-part plan to establish adequate legal permission.

There is no public input at this time.

Motion: MOVE TO ADOPT FINDING T1V(1) AND APPROVE THE TYPE 1 VACATION REQUEST AND ORDER OF ABANDONMENT ASSOCIATED WITH T1V23001. **Action:** Approved. **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7.3. (For Possible Action) Second Reading and possible adoption of Bill #332, an Ordinance to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code to conform with NRS Section 278.253 regarding tiny houses.

Michele Rambo, Planning Director, presented this item. During the 2021 Nevada Legislative Session, a bill was passed and signed by the governor requiring that all governing bodies within the state adopt regulations allowing tiny homes. This bill required that these regulations be adopted prior to January 1, 2024. Based on direction received from both the City of Fernley Planning Commission and City Council, staff has prepared an amendment to Section 32.07.020 (Accessory Dwellings) allowing tiny homes on permanent foundations as accessory dwelling units. At their meeting on September 13, 2023, the Planning Commission voted to recommend approval of Bill #332 as presented. The first reading of this bill was done at the City Council meeting of October 18, 2023.

There is no public input at this time.

Motion: I MOVE TO ADOPT BILL #332, AN ORDINANCE TO AMEND SECTION 32.07.020 (ACCESSORY DWELLINGS) OF THE CITY OF FERNLEY DEVELOPMENT CODE TO INCORPORATE TINY HOMES ON PERMANENT FOUNDATIONS. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** Councilwoman McKay.

7.4. (For Possible Action) Second Reading and possible adoption for Bill #335, an Ordinance to repeal and replace Section 32.06.140 (Planned Development) of the City of Fernley Development Code.

Michele Rambo, Planning Director, presented this item. The Planned Development section of the City Code was last amended in 2020. Since that amendment, the interest in Planned Developments throughout the City of Fernley has grown. The current Planned Development section is aimed at residential developments and does not include information on application requirements or an approval process. The proposed amendment has been written to not only include the missing processing information, but also to make it more applicable to non-residential development. Therefore, staff is recommending that the overall amount of open space for commercial/industrial planned developments be reduced from 20% to 10 %. Another change to be noted is the increase in the minimum site area required for Planned Development from five (5) acres to forty (40) acres. The Planning Commission recommended approval of Bill #335 at their October 11, 2023, meeting. The first reading of this Bill was conducted at the November 1, 2023, City Council meeting.

There is no public input at this time.

Motion: I MOVE TO APPROVE BILL #335 REPEALING AND REPLACING SECTION 32.06.140 (PLANNED DEVELOPMENT) OF THE CITY OF FERNLEY DEVELOPMENT CODE AS PRESENTED BY STAFF. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Mayor Neal E. McIntyre called for a break 6:10 pm - 6:20 pm.

7.5. (For Possible Action) Second Reading and possible adoption of Bill #338, an Ordinance conditionally adopting Phase 1 of the Victory Logistics District Planned Development (PD23001), including a Change of Zone from Industrial (I) and General Commercial (C2) to Planned Development (PD) and approval of a development standards handbook. The Planned Development consists of approximately 2,174 acres generally located south of Interstate 80 and east of Nevada Pacific Parkway (APNs 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44).

Michelle Rambo, Planning Director, presented this item. The property owner, Mark IV Capital, has built several industrial buildings within Fernley near Interstate 80 and Nevada Pacific Parkway. Mark IV Capital has acquired a large part of that area and would like to develop an industrial park. The proposed Planned Development is the first of many steps to make that happen. As part of the proposed Planned Development, a handbook has been developed to standardize development within the industrial park. The ultimate approval of the Planned Development will include both a change in zoning from Industrial (I) and General Commercial (C2) to Planned Development and the approval of the associated handbook. Additional approvals will be sought in the coming months for a Development Agreement and a Tentative Subdivision Map. This item was considered at the Planning Commission meeting of October 10, 2023. The Planning Commission recommended denial of Bill #338 based on public safety concerns. Specifically, the Planning Commission felt strongly that the developer's attempt to put off building the required fire station during their presentation created a threat to the health, safety, and welfare of Fernley residents and workers within the industrial park. A more detailed discussion of the fire issue can be found below. Since the Planning Commission meeting, there have been on-going meetings with Mark IV Capital on a handful of issues, including the fire station. Staff may be presenting some proposed modifications to the Conditions of Approval based on the outcome of those meetings that address the Planning Commission's concerns. This proposed Planned Development is the first of several approvals that will be needed before the actual development of the area can occur. A Development Agreement is currently

being developed between Mark IV Capital and the City of Fernley. This agreement will outline the timing and extent of public improvements to be installed by the Master Developer. It will also provide the city with assurances that public services and infrastructure will be sufficient to protect the health, safety, and welfare of residents as the project grows. There are several significant issues that need to be examined as part of this proposal. These include utility infrastructure, increased traffic, and fire protection. Each of these issues has undergone significant study and discussion to determine the best ways to handle the significant increase in need that the project creates while making the improvements more financially feasible for the developer.

Dave Snellgrove, presented for Mark IV Capital, and introduced their staff that are working with the city. He thanked the Fernley city staff for working with them to come up with solutions. He gave a review of the solutions and the progress that is being made.

Mayor Neal E. McIntyre stated that he would like to see a breakdown of 5 years. He called for public input at this time.

Tray Abney expressed support of the well-planned and thought-out development.

James Roberts stated that it was an excellent presentation.

Joe Reisenaur stated that he thinks this is great for the city, well thought out and will serve the community and city well.

Cody Wagner, on behalf of himself, stated he still can't get his head around the financial projections. The projections on property taxes show that Lyon County will make \$28 million, and the City of Fernley will make \$20 million by 2030. If you look at sales taxes created from this project, Lyon County will capture 80% and the City of Fernley less than 1% because of the consolidated tax revenue issues. If there was ever a chance to solve some of that with the County, he thinks this is the project to do it. It would bring the City more revenue to solve whatever issues are out there. There is a tremendous opportunity which we should not let pass by right now.

Scott Joke (Zoom) stated that he is in strong support of this project. Mark IV is a great company, with a solid financial balance sheet and they are not promoters.

Motion: I MOVE TO CONDITIONALLY APPROVE BILL #338 CREATING PHASE 1 OF THE VICTORY LOGISTICS DISTRICT PLANNED DEVELOPMENT (PD23001) TO INCLUDE CHANGING THE ZONING FROM INDUSTRIAL (I) AND GENERAL COMMERCIAL (C2) TO PLANNED DEVELOPMENT WITH THE ASSOCIATED HANDBOOK AS PRESENTED BY STAFF, INCLUDING THEIR RECOMMENDED CHANGES TO SECTION 1.5.7 OF THE HANDBOOK AND CONDITIONS OF APPROVAL NO. 5, 10A, 10C, AND 10D. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible action to request a future agenda item to discuss the goals for Main Street America and our relationship with the Nevada Department of Transportation. (Councilman Hanan)

Councilman Ryan Hanan would like to have our own system of communication with NDOT and work in parallel with any accessory organization that is doing something similar. He would like a report from NDOT every three months or four months. NDOT indicated that they would like to see a list of our city's goals for highway transportation projects.

Councilwoman Zoberski asked if the goals and objectives are mapped out in our traffic master plan.

Derek Starkey, City Engineer, stated that the goals and objectives in the traffic master plan are reported to NDOT, but there are other items like landscaping and lighting, that are not included in that list to NDOT.

Motion: I MOVE TO HAVE THE MAYOR TO INSTRUCT STAFF TO COME UP WITH A LIST OF OUR PRIORITIES AND OBJECTIVES FOR STATE HIGHWAYS WITHIN THE CITY OF FERNLEY. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, Councilman Hanan, **No:** Councilman Torres.

8.2. Possible action to request a future agenda item to discuss lighting on Farm District Road. (Councilwoman McKay)

Councilwoman Fran McKay would like to see more lighting on our cross-walks.

Motion: MOVE TO ADD TO THE PREVIOUS FUTURE AGENDA ITEM FOR DISCUSSION REGARDING THE LIGHTING ON FARM DISTRICT ROAD. **Action:** Approved. **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were none.

10. PUBLIC FORUM

Colleen (Zoom), Rural County liaison for NDOT. Elaborated on Councilman Hanan's previous comment. At NDOT they do rural county consultation where they meet with all the rural counties and do a workshop. This is a closed meeting workshop, but local jurisdictions are invited to attend where you have the opportunity to discuss and identify your top priorities, needs and concerns. The next workshop will be in a couple of months.

Teresa Morros (Zoom) would like to have NDOT open workshops for residents. She also asked when Congressman Amodei would be in Fernley.

Mayor Neal E. McIntyre stated that he had not heard from his office in regard to the visit.

Councilwoman Zoberski stated she would like to have a public meeting before attending the NDOT workshop.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:35 pm.

Approved by the Fernley City Council on December 6, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/8/2023-11/29/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Silver State Fence & Stain, LLC	Allen Simpson	860 Panther Drive	Reno	NV	89506	775-359-3478	Contractor	Fencing & Guardrails Contract
Brainn Recovery Assistants Institut	Teresa Morros	460 W. Main St. #4	Fernley	NV	89408	775-771-1540	Business Specific Profes	Certified brain injury specialist,
Ten Forty bookkeeping & Tax Seric	Ruby Jennings	186 E. Main Street, Suite 2	Fernley	NV	89408	775-575-5525	Accounting/Tax/Bookeepi	Bookkeeping, payroll & tax ser
Eastern Nevada Construction Solut	James R Gust/Geral	1032 Inglewood Dr #115	Fernley	NV	89408	775-722-1864	Contractor	Electrical / General Contractor
Brooke Keller	Brooke Keller	1175 Flint St.	Fernley	NV	89408	775-690-3861	Hobby/Crafter, Sewing, J	Crafter: wood & cricut crafts
Elite Construction LLC	Antonio Pimentel	59 Damonte Ranch Parkway	Reno	NV	89521	443-742-5572	Contractor	Residential/Small Commercial
Black Iron Reinforcing LLC	Michael Frazier	4480 Riviera Ridge Ave.	Las Vegas	NV	89115	702-551-0949	Contractor	Reinforcing Steel Contractor #
Universal Protection Service LLC	Steven Jones - CEO	1201 Terminal Way, Ste 115	Reno	NV	89502	561-589-8763	Business Specific Profes	Private Security Services
Central Environmental, Inc.	Bering Central Holdin	1044 Inglewood Drive, Suite	Fernley	NV	89408	907-561-0125	Contractor	Construction Contractor #6392
NDSS, LLC	NDSS Holdings, LLC	850 Maestro Dr. #100	Reno	NV	89511	775-993-2778	Contractor	Drywall, Stucco & Stone Contr
VIG Solar Electric & HVAC LLC	James Olsen / Amy	6280 S. Valley View Blvd Bld	Las Vegas	NV	89119	702-625-7713	Contractor	Electrical & HVAC Contractor #
Special Projects LLC	Robert Smyrak / Rog	1190 Whipple Tree Ln	Fernley	NV	89408	714-402-0432	Business Specific Profes	Pinball sales and parts
Legacy Wireless Services, Inc	Kelly Kramer / James	115580 SE For Mor Court	Clackamas	OR	97015	503-656-5300	Contractor	Telecommunications Tower Co
OGC, Inc	Adrian and Audra Te	1070 Marietta Way	Sparks	NV	89431	775-786-8222	Contractor	Plumbing and Carperntry Contr
New Life USA-Nevada	New Life USA-Nevad	5605 Old Victory Highway	Lovelock	NV	89419	775-422-0161	Non-Profit Event\Service	Non-Profit Org: provides handy
TELT Ventures LLC	Brianne Kilgore	823 E Pilot Rd Suite C	Las Vegas	NV	89119	801-683-8168	Contractor	Solar Installation and Electrical
Grand Totals:								
16								

Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/8/2023-11/29/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 6, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) to approve dismissal of insolvent Defendants from Opioid Litigation

AGENDA ITEM BRIEF:

For possible action to resolve and dismiss claims against the remaining insolvent Defendants from the Opioid Litigation. Dismissal of these insolvent Defendants is in the best interests of the City of Fernley. These remaining Defendants have limited insurance coverage or assets to pay out any potential settlement or judgment. Protracted litigation could result in bankruptcy filings by these remaining Defendants. While these Defendants bear some responsibility for exacerbating the opioid epidemic, the resources already secured through other settlements will enable meaningful action by the City of Fernley to mitigate community issues related to the Opioid Epidemic.

RECOMMENDED MOTION:

I recommend approving the dismissal of the insolvent Defendants from the Opioid Litigation and conclude the City's involvement in the Opioid Litigation

BUSINESS IMPACT (per NRS Chapter 237):

None

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

City Council previously approved the One Nevada Agreement on Allocation of Opioid Recoveries. This item is simply to dismiss the remaining insolvent Defendants and conclude the Opioid Litigation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 6, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent
Resolution

AGENDA ITEM:

(For Possible Action) Possible action to adopt Resolution #23-014, amending City of Fernley Planning Commission's bylaws and adopting Rules of Procedure.

AGENDA ITEM BRIEF:

This item is a resolution proposing the amendment of existing Planning Commission bylaws and the adoption of rules of procedure. As a body, Planning Commission has adopted these bylaws for themselves. City Council's rules of procedure require that the rules and operating guidelines for standing committees, such as Planning Commission, be adopted by a simple majority of Council members; due to that requirement, the proposed resolution is a joint resolution between Planning Commission and City Council.

RECOMMENDED MOTION:

"I move to approve the consent agenda."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

"I move to pull this item from the consent agenda and place it for discussion among Council."

Note: Though no further language has been provided, all motions in accordance with City Council parliamentary procedure are appropriate.

BACKGROUND:

The current governing document for this body is "City of Fernley Planning Commission By-laws, Adopted 11/14/2001, Revised 01/16/2016". After difficulty with the officer election process at the beginning of the year, Staff determined that Planning Commission bylaws as currently practiced are different than those recorded and determined the bylaws need to be updated.

During the bylaw review process, Council requested Staff clarify the issue of residency on advisement boards that report to Council. With the Mayor's support, the new draft of bylaws incorporates Nevada Revised Statutes (NRS) 268.120, which allows up to two members of the Planning Commission to be non-residents. As recommended by the City Attorney's office, Staff has also included the definition of "resident" found in NRS 281.050 (which pertains to election law) for the purpose of Planning Commission appointments.

Two other concerns that arose during the bylaw review process are the onboarding process for new Commissioners and the current status of Planning Commissioner as an uncompensated entirely volunteer role. Due to the complexity of "Robert's Rules of Order", the City Attorney's office drafted rules of procedure for City Council, which Council adopted through Resolution #17-011. Planning Staff chose to use that document as a template for rules of procedure for Planning Commission and recommend the Commission adopt the rules of procedure alongside their bylaws. The Commission would then only rely on "Robert's Rules of Order" when a situation is not addressed in the rules of procedure. Staff has also included in the bylaws that new Planning Commissioners should receive a copy of the bylaws, a copy of the rules of procedure, and the official abridged version of "Robert's Rules of Order" upon appointment. Staff hopes to further incorporate training regarding land use and development topics throughout the year, but did not outlay specific avenues in the bylaws. By not stipulating how training should happen, other than annual ethics training, Staff hopes to remain flexible and responsive to the Commission's training needs.

The subject of compensation for Planning Commissioners as allowed by NRS 278.040 needs to be addressed directly with Fernley City Council. Planning Staff is working on an item to put before them and hopes to gain approval for a modest stipend in recognition of the value this body contributes to City of Fernley. If approved, Staff intends for such compensation to begin the beginning of fiscal year 2024/2025, which begins July 1, 2024.

At their October 11, 2023 meeting, Planning Commission adopted this joint resolution and recommended City Council do the same by a unanimous 5-0 vote, with one Commissioner absent and one Commission seat vacant.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

Nevada Revised Statutes (NRS)

Fernley Municipal Code (FMC)

Fernley City Council Rules of Procedure (Attached)

City of Fernley Planning Commission By-laws (Attached)

Specific

[NRS Chapter 241](#) - Meetings of State and Local Agencies (often referred to as "Nevada Open Meeting Law")

[NRS 268.110 - 268.220](#) - Powers and Duties Common to Cities and Towns - City Planning Commission

[NRS 278.030 - 278.265](#) - Planning and Zoning - Planning Commissions

[NRS 278.210](#) - Planning and Zoning - Adoption of master plan and amendments by commission

[NRS 281.050](#) - Eligibility Disqualifications for Office or Employment - Residence for purposes of eligibility for office

[NRS281A.400 - NRS281A.430](#) - Code of Ethical Standards

[FMC Chapter 9, Article I](#) - Boards and Commission - Planning Commissions

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Resolution 23-014
2. Exhibit A - Bylaws
3. Exhibit B - Rules of Procedure
4. City of Fernley Planning Commission By-Laws
5. Resolution 17-011 - Council Rules of Procedure

RESOLUTION # 23-014

A JOINT RESOLUTION OF THE FERNLEY CITY COUNCIL AND FERNLEY PLANNING COMMISSION, STATE OF NEVADA, PROVIDING FOR BYLAWS AND RULES OF PROCEDURE FOR FERNLEY PLANNING COMMISSION

WHEREAS, in accordance with Nevada Revised Statutes (NRS) 278.050, the Fernley Planning Commission shall adopt rules for transaction of business; and

WHEREAS, in accordance with Fernley City Council "Rules of Procedure", adopted by Resolution # 17-011 on June 7, 2017, the roles and operating guidelines for the various Fernley City Council advisory boards shall be adopted by a majority of the Council; and

WHEREAS, the Fernley Planning Commission seeks to adopt rules of procedure as similar as possible to those adopted by Fernley City Council; and

WHEREAS, the Fernley Planning Commission recognizes and agrees that their bylaws need to be amended to update them as a matter of order; and

WHEREAS, the Fernley Planning Commission believes establishing rules of procedure and amending their bylaws will help the Commission to conduct its affairs in a timely and efficient manner; and

WHEREAS, the rules of procedure or bylaws do not create substantive rights for third parties or participants in proceedings before the Commission; and

WHEREAS, the Fernley Planning Commission reserves the right to suspend or amend the rules of procedure whenever a majority of the Commission decides to do so; and

WHEREAS, when the rules of procedure do not address a procedural issue, the Commission may consider the most recent edition of Robert's Rules of Order for guidance; and

WHEREAS, the failure of the Commission to strictly comply with the rules of procedure or bylaws shall not invalidate any action of the Commission; now therefore,

BE IT RESOLVED BY FERNLEY CITY COUNCIL AND FERNLEY PLANNING COMMISSION, that attached "Exhibit A" and "Exhibit B" are hereby adopted for the City of Fernley, Nevada.

RESOLUTION PASSED, APPROVED, AND ADOPTED the 11th day of October, 2023, by the Fernley Planning Commission, City of Fernley, State of Nevada.

Aye: _____ Nay: _____ Abstention: _____ Absent: _____

ACKNOWLEDGED AND APPROVED:

DATED:

Jenni McCullar, Chairwoman

ATTEST:

Brenda Gosser, Deputy City Clerk

RESOLUTION PASSED, APPROVED, AND ADOPTED the 6th day of December, 2023, by the Fernley City Council, City of Fernley, State of Nevada.

Aye: _____ Nay: _____ Abstention: _____ Absent: _____

ACKNOWLEDGED AND APPROVED:

DATED:

Neal E. McIntyre, Mayor

ATTEST:

Kim Swanson, City Clerk

Resolution # 23-014

“Exhibit A”

City of Fernley
Planning Commission
Bylaws

City of Fernley Planning Commission Bylaws

Creation of the Planning Commission

- A. Authorization.** Pursuant to Nevada Revised Statutes (NRS) 268.110, the Planning Commission is hereby created and appointed by the City Council. There shall be seven voting members.

Planning Commission Membership

- A. Appointment.** The mayor shall appoint, subject to advice and consent by the City Council, seven members of the Commission, not more than two of whom shall be nonresidents of the city (NRS 268.120). The term “resident” is defined in accordance with the guidelines established in NRS 281.050 for the purposes of eligibility for office. The Mayor, City Attorney, and City Engineer, or designees of these parties, shall be ex-officio members of the Commission.
- B. Legal Counsel.** The City Attorney’s Office shall be the legal counsel for the Commission.
- C. Compensation.** The City Council may provide by resolution for compensation, expenses, and subsistence allowances to Commission members, subject to limitation of NRS 278.040.
- D. Term of Office.** The term of each appointed member shall be four years, or until a successor takes office. Terms of the Commission shall be staggered pursuant to NRS 268.120(2).
- E. Absence.** The Planning Director may recommend to the Mayor removal of a Commissioner when they miss 33 percent or greater of regularly scheduled meetings per annum due to unexcused absences. An absence is excused if:
- a.** It is due to personal emergency of the Commissioner or a family member; or
 - b.** (2) It is otherwise unavoidable and the Commissioner provides 24 hours advance notice to the Planning Director at planning@cityoffernley.org or 775-784-9810.
- F. Vacancies.** All vacancies shall be filled by the mayor for the unexpired term.

Election of Officers: Powers and Duties

- A. Election of Officers.**

1. The Commission shall, at its first regular meeting in January, unless the January meeting is cancelled, in which case at the next regularly scheduled meeting, elect from its membership a Chair and Vice-Chair.
2. Each shall serve for a term of one year or until their successor(s) are elected.
3. Any office may be re-elected but may not serve more than two consecutive terms in a single office.
4. Following the election, the gavel shall be passed to the officers at the existing meeting of the Commission.
5. Should a permanent vacancy occur in the position of Chair or Vice-Chair, the Commission, at its next meeting, shall fill the vacancy by electing a new Chair and/or Vice-Chair from its remaining membership. The term of such election shall expire at the next January meeting, or the next regularly scheduled meeting if the January meeting is cancelled. If a Chair or Vice-Chair serves in the position for six months or less, that individual shall be eligible for two additional one-year terms.

B. Powers and Duties

1. Chair

- a. Serve as Presiding Officer
- b. Ensure meetings are held in compliance with "City of Fernley Planning Commission Rules of Procedure", hereafter referred to as Rules of Procedure.

2. Vice-Chair

- a. Serve as Presiding Officer when the Chair is absent and follow Rules of Procedure when presiding.
- b. In the event of the resignation or permanent vacancy of the Chair, the Vice-Chair will perform such duties as are imposed of the Chair until the Commission elects a new Chair.
- c. Should the Chair nor Vice-Chair be present, a temporary Chair shall be elected by a vote of the members present.

3. Planning Commissioners

- a. Arrive on time for all meetings.

- b. Review all meeting material in preparation for Commission meetings and be properly prepared to discuss the items that are on the agenda.
- c. Notify the Planning Director when unable to attend a meeting.
- d. Wait to speak until acknowledged by the Chair.

Meetings and Conduct

A. Meetings.

1. All meetings will be held in the Council Chambers at Fernley City Hall, 595 Silver Lace Boulevard. Meetings will be called to order at 5:00 PM, unless advertised otherwise, canceled, or rescheduled.
2. Regular meetings of the Commission shall be held on the second Wednesday of each month. If the regular meeting date falls on a holiday, the meeting shall then be held on the next business day.
3. Special meetings may be called by the Chair when deemed necessary. Members of the Commission shall be notified at least three days prior to the special meeting. Special meetings shall be noticed and agenzized pursuant to NRS Chapter 241, hereafter referred to as "Nevada Open Meeting Law".
4. In the event there is no business to conduct, a notice shall be emailed to the Commissioners and posted as required by Nevada Open Meeting Law.
5. Noticing and posting of the agenda shall follow the Nevada Open Meeting Law as set forth by NRS.
6. The Chair shall have the authority to eject or cause to be ejected any person(s) whose behavior disturbs or causes unreasonable interruptions to the proceedings of the Commission.
7. All rules of order not herein provided for shall be determined in accordance with Fernley Planning Commission Rules of Procedure and Nevada Open Meeting Law.

B. Public Rights.

1. Public hearings shall be conducted in accordance with subsection 5-5 of the Rules of Procedure.

2. Any person engaging in prohibited conduct in accordance with subsection 5-4 of the Rules of Procedure be requested to leave the meeting. The presiding officer may call for a break to notify Lyon County Sheriff's Department to remove any disruptive person(s).
3. Interested persons, or their authorized representatives, may address the Commission for the presentation of protest, petitions, or communications relating to any matter over which the Commission has control when the item is under consideration by the Commission.
4. Written information and materials provided by the project proponent, including graphics, photographs, and records of verbal statements, which pertain to Commission meetings, may be submitted to the Commission staff. All such information and materials shall be received a minimum of three working days in advance of the meeting for distribution to all Commission members and the public.

C. Rules for Voting.

1. Approval of any motion brought before the Commission shall require the affirmative vote of a majority of the members present, unless otherwise specified by law.
 - a. NRS 278.210 requires that the adoption of the master plan, or of any amendment, extension or addition thereof, must be by resolution of the Commission carried by the affirmative votes of not less than two-thirds (five members) of the total membership of the Commission (seven members).
2. A tie vote results in a failed motion. A tie vote is neither denial nor approval of the motion. A denial and an approval are both "actions": requiring a majority vote. If there is a tie vote, and there are less than seven Commissioners present, upon consent of the applicant, the matter shall be continued to the next regular meeting of the Commission to allow absent members to vote on the matter.

If the applicant does not consent, and the Commission is not sitting as an appellate body, the Commission may make subsequent motions. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-maker from which the appeal was taken.

3. Planning Commissioners desiring to abstain on a question shall do so at the time the agenda item is called and shall state the reason for the abstention. With respect to the item, the Commissioner shall move to the public area during the duration of the agenda item's discussion.

Ethics and Responsibilities

Planning Commissioners shall comply with state and local regulations related to conflict of interest.

A. Conflict of Interest

1. In connection with matters coming before the Commission, NRS 281A.420, as amended, discusses three circumstances where disclosure and abstention may be required. These three circumstances include when a member of the Commission:
 - a. Has received a gift or loan;
 - b. Has a pecuniary interest; or
 - c. Has a commitment in a private capacity to others in connection with the matter, (i.e.: familial relationship, business relationship or close personal friendship).
2. If a member of the Commission has an ownership interest in property or a project being considered individually for a master plan amendment, re-zoning, special use permit, variance, tentative map or an entitlement, the member must abstain, but may address the Commission to discuss the facts about the property. Said Commissioner must not ask, advocate, or give any reason for or against a vote.
3. The legislature encourages appointed or elected member of public bodies to vote, not abstain. NRSA.420(4)(b) states: "Because abstention by a public officer disrupts the normal course of representative government and deprives the public and the public officer's constituents of a voice in governmental affairs, the provisions of this section are intended to require abstention only in clear cases where the independence of judgment of a reasonable person in the public officer's situation would be materially affected by the public officer's acceptance of a gift or loan, significant pecuniary interest or commitment in a private capacity to the interests of another person."
4. Planning Commissioners should not accept any gifts from applicants, representatives of applicants, or other people, institutions, associations, or organizations concerned with matters which have either been or are before the Commission. Even a well-intentioned and innocent action has the appearance of a conflict of interest.

On-Site Inspections and Neighborhood Meetings

- A. NRS 278.190(3) permits the Commissioners to conduct site visitations in the performance of their functions.
- B. If the applicant arranges a tour of the property, it is strongly recommended that two or three Commissioners attend jointly.
- C. An applicant may hold neighborhood meetings to solicit neighborhood input, provide information to the neighborhood, and attempt to resolve disputes prior to the presentation of their applications. Should the Commissioners wish to attend, they shall ensure that the requirements of the Nevada Open Meeting Law are met. The Commissioners must also disclose their attendance at the meeting.

Amendments to Bylaws

- A. The Commission Bylaws may be amended by the Commission by resolution as deemed necessary by a majority vote of the Commission members.
- B. The resolution to amend Planning Commission Bylaws must also be adopted by a majority vote of City Council members.
- C. An amendment to the Bylaws shall become effective immediately upon adoption unless the motion to adopt specifies another time for becoming effective.

Attendance at City Council Meetings

- A. Members of the Commission may attend the City Council meetings provided that all requirements of the Nevada Open Meeting Law are met.
- B. A member of the Commission shall not comment or express the opinion of the Commission on planning items being considered by the City Council.

Resolution # 23-014

“Exhibit B”

City of Fernley
Planning Commission
Rules of Procedure

City of Fernley Planning Commission Rules of Procedure

SECTION 1 - PURPOSE AND BASIC PRINCIPLES

1-1. Purpose of Rules of Procedure

- A. To enable the City of Fernley Planning Commission to transact business fully, expeditiously, and efficiently while affording every opportunity to citizens to witness the operations of government;
- B. To protect the rights of each individual Commissioner;
- C. To preserve a spirit of cooperation among Commissioners;
- D. To determine the will of the Planning Commission on any matter.

1-2. Basic Principles Underlying Rules of Procedure

- A. The business of the Commission should proceed in the most efficient manner possible;
- B. Rules of Procedure must be followed consistently;
- C. Commission actions should be the result of a decision on the merits and not a manipulation of the procedural rules;
- D. Only one subject may claim the attention of the Commission at one time;
- E. Each item presented for consideration is entitled to full and free discussion;
- F. Every member has equal rights to participate and vote on all issues;
- G. Every member must have equal opportunity to participate in decision-making;
- H. The will of the majority must be carried out pursuant to the City's ordinances and resolutions; and
- I. The Commission must act as a body.

SECTION 2 - MEETINGS

2-1. When and Where Regular Meetings Are Held

- A. Commission meetings and locations will be held as provided in “City of Fernley Planning Commission Bylaws”.

2-2. Adjourned or Recessed Meetings

- A. A meeting of the Commission is adjourned when the Commission has finished its business and is bringing the meeting to a close, with the intention of holding another meeting at a later date. Generally, when a meeting of the Commission is adjourned, the next meeting of the Commission is preceded by opening ceremonies. A meeting of the Commission is recessed when the Commission takes a break between sittings and after the recess business is resumed where it left off.
- B. A properly called regular or additional scheduled meeting may be recessed or adjourned to a time and place certain by a motion made and adopted by a majority of the Commission in an open session during the regular or additional scheduled meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of such a recessed or adjourned session of a properly called regular or additional scheduled meeting other than the requirements of Nevada Revised Statutes (NRS) Chapter 241.

2-3. Seating Arrangement

- A. The presiding officer shall occupy the center seat on the dais. The remaining members of the Commission shall sit to the left and right of the Chair.

2-4. Presiding Officer

- B. Unless otherwise designated by the Chair, the Chair shall be the presiding officer. The presiding officer shall preserve order and decorum among the members and enforce the rules of the Commission and determine the order of business. The presiding officer shall state every question coming before the Commission, announce the decision of the Commission on all subjects, and decide all questions of order, subject to an appeal of the Commission, in which event a majority vote of the Commission shall govern conclusively to determine such question of order.

SECTION 3- PARLIAMENTARIAN

3-1. Parliamentarian

The City Attorney shall serve as the Parliamentarian for the purpose of interpreting these Rules of Procedure and the Nevada Revised Statutes, as amended, as may be

directed by the presiding officer, or as required as a result of a point of order raised by one or more Commissioners. If the City Attorney is unavailable, their designee, or the Planning Director shall serve as the Parliamentarian.

3-2. Preservation of Order

- A. At meetings of the Commission, the presiding officer shall preserve order and decorum. The presiding officer shall have the following powers:
 - 1. To rule on motions in or out of order, including any motion not germane to the subject under discussion or patently offered for obstructive or dilatory purposes;
 - 2. To determine whether a speaker has gone beyond reasonable standards of courtesy in their remarks and to entertain and rule on objections from other members on this ground;
 - 3. To entertain and answer questions of parliamentary law or procedure;
 - 4. To call a brief recess at any time;
 - 5. To adjourn in an emergency.
- B. A decision by the presiding officer under any of the first three powers listed above may be appealed to the Commission upon motion of any member. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order. There are two exceptions to this right of appeal: The presiding officer may adjourn without the Commission's vote or appeal in an emergency; and they may also call a brief recess without a vote at any time, when necessary to reduce friction among the members. The presiding officer must continue to address the motion upon return.

SECTION 4 - AGENDA

4-1. Preparation

The City Clerk shall prepare an agenda for all regularly scheduled and special meetings of the Planning Commission.

SECTION 5 - ORDER OF BUSINESS FOR COMMISSION MEETINGS

5-1. Order of Business

- A. The Order of Business shall be determined by the Presiding Officer.

5-2. Citizen Participation

- A. Every petition, communication, or address to the Commission shall be in respectful language, whether verbal or written.
- B. Public Presentations: Public presentations shall be for the purpose of allowing members of the public to present any matter which, in their opinion, deserves the attention of the Commission. They shall not serve as a forum for debate with the Commission.

5-4. Prohibited Conduct

- A. Persons appearing before the Commission will not be allowed to:
 - 1. Use profanity or vulgar language or gestures;
 - 2. Use language which insults or demeans any person or which, when directed at a public official or employee, is not related to their official duties; however, citizens have the right to comment on the performance, conduct and qualifications of public figures;
 - 3. Make nongermene or frivolous comments;
 - 4. Interrupt other speakers or engage in behavior that disrupts the meeting including but not limited to applause, cheers, jeers, etc.;
 - 5. Engage in behavior that reasonably intimidates others;
- B. The presiding officer shall preserve order and decorum at Commission meetings as defined by Resolution. If necessary, and as a last resort, and pursuant to Resolution, the presiding officer may expel a member of the Commission from the meeting for the duration of the meeting, for conduct which the presiding officer deems to be exceedingly disruptive or threatening, after the presiding officer has warned the member of the Commission to cease the conduct, and after a recess has been taken to allow the situation to calm down. Expulsion is subject to an appeal of said decision forthwith by a member of the Commission, in which event a concurrence of two-thirds of the Commissioners in attendance shall govern and conclusively determine such question of order or decorum.

5-5. Public Hearings

- A. This section of the agenda shall be for public hearings as required by City, State, or Federal law, or as the Commission may direct.
- B. The presiding officer shall conduct all public hearings.
- C. The order of public hearings shall be as follows:
 - 1. The presiding officer shall open the public hearing.
 - 2. Hearing shall begin with a brief presentation from a staff member and/or representative from the cognizant board, authority, commission, or committee. The presentation shall summarize the facts about the issue and the staff recommendation. Commissioners may seek clarification during the presentation.
 - 3. In land use cases, rezoning, or conditional use permits, the Planning Director shall determine the presentation's course. The landowner/applicant and/or representative shall have an opportunity to present after staff have made their presentation but prior to public input on the matter. The applicant's presentation shall be limited to (10) ten minutes.
 - 4. Each speaker must clearly state their name. Each speaker will have (3) three minutes to address the Commission. A speaker representing a group shall identify the group at the beginning of their remarks. A group may have no more than one spokesperson.
 - 5. After public comments have been received, in a land use case the applicant or the representative of the applicant, at their discretion, may respond with a rebuttal.
 - 6. The presiding officer may, at their discretion, instruct staff to answer any questions raised by the public during the hearing.
 - 7. Upon the conclusion of public comments, or the applicant's rebuttal in a land use case, the presiding officer shall close the public hearing.
- D. When a public hearing has been closed by the presiding officer, no further public comment shall be permitted. Commissioners, however, may direct questions to the applicant, the representative of the cognizant board, authority, commission, committee, to a speaker, or to a staff member for clarification prior to taking any vote, if a vote is in order.
- E. Following the close of the public hearing, the presiding officer may entertain a motion to dispose of the issue and the Commission may

debate the merits of the issue.

SECTION 6 - RULES OF PROCEDURE FOR COMMISSION MEETINGS

6-1. Quorum

- A. A majority of the members of the Commission must be present to conduct business. A quorum is a majority of the entire membership of the Commission, including any vacant seats.
- B. Quorum refers to the number of members present at a meeting, not the number of members voting on the issue. If no quorum is present or if a quorum is lost, the Commission can only (i) adjourn, (ii) recess, or (iii) take steps to obtain a quorum.
- C. If a quorum fails to attend any meeting, those attending may adjourn to such other time prior to the next regular meeting as they may determine, and the Clerk shall enter such adjournment in the minute book of the Commission and shall notify absent members thereof in the same manner as required for special meetings.
- D. If the Nevada ethics code, as delineated in NRS 281A, prevents some of the members of the Commission from participating in an item of business, a majority of the remaining members of the Commission shall constitute a quorum.

6-2. Priority in Speaking on the Commission

When two or more members of the Commission wish to speak at the same time, the presiding officer shall name the one to speak.

6-3. Comments, Queries of Commissioners

Commissioners are to observe the following rules during the discussion of agenda items:

- A. The presiding officer shall keep discussion germane to the subject. Points of clarification shall be limited to questions only. The presiding officer shall rule other comments out of order.
- B. Commissioners may address questions to the Planning Director or staff present at the meeting. Staff members should be at a microphone when answering Commissioners' questions. All legal questions should be addressed to the City Attorney.

6-4. Action by the Commission

- A. Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded.

6-5. Motions

- A. Informal discussion of a subject is permitted while no motion is pending.
- B. Any Commissioners may make a motion.
- C. Members are required to obtain the floor before making motions or speaking, which they can do while seated.
- D. A member may make only one motion at a time.
- E. Except as otherwise stipulated in these rules of procedure, all motions require a second. A motion dies for lack of a second.

6-6. Substantive Motions

- A. A substantive motion is any motion that deals with the merits of an item of business and is within the Commission's legal powers, duties, and responsibilities.
- B. A substantive motion is out of order while another substantive motion is pending.

6-7. Procedural Motions

- A. Procedural motions are those motions that the Commission may use to "act upon" a substantive motion by amending it, delaying consideration of it, and so forth. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.
- B. In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion requires the floor and a second, is debatable, may be amended, and requires a majority of the votes cast, a quorum being present for adoption. Procedural motions are listed below in their order of priority. If a procedural option is not listed below, then it is not available.
 - 1. To Appeal a Procedural Ruling of the Presiding Officer. A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable

standards of courtesy in their remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Commission which shall decide the matter by majority decision. Such an appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer, the motion does not require a second, and the motion, if timely made, may not be ruled out of order.

2. Motion to Adjourn. In addition to the presiding officer's authority to call a recess or adjourn without a motion, the Commission may also make a motion to adjourn. The motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. The motion is not debatable and cannot be amended.
3. Motion To Take a Brief Recess. This motion allows the Commission to pause briefly in its proceedings. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the presiding officer or a motion to adjourn is pending.
4. Motion To Suspend the Rules. The Commission may suspend provisions of its rules of procedure. The Commission may not, however, suspend any provisions of the rules that state requirements imposed by law on the Commission. For adoption, a motion to suspend the rules requires unanimous consent or an affirmative vote of two-thirds of members present.
5. Motion To Defer Consideration. The Commission may defer action on a substantive motion to a more convenient time. The Commission may use the following motions to defer consideration of a substantive motion:
 - (a) A motion to "table" is used to temporarily set aside an item of business to deal with a more urgent item. Once an item of business has been presented, a motion to table is needed to bring the item back before the public body for discussion.
 - (b) A motion to "postpone" delays debate on an item of business so that it may be considered at a later date. An item of business may be "postponed definitely," when it is continued to a definite time or date or "postponed indefinitely" if no future time or date is specified in the motion. A matter that has been postponed to a certain time or day shall be brought up again automatically when that time arrives. When a matter has been postponed indefinitely it takes an affirmative

vote of a majority of the Commission to bring the matter back for further discussion.

- (c) A Motion/Item can be postponed if it does not conflict with regulatory and/or statutory deadlines.

6. Motion to Call the Question. The presiding officer has authority to call the question. The call of the question is not in order until every member of the Commission has had an opportunity to speak.
7. Motion To Amend. Any substantive motion properly on the floor may be amended. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a substitute motion. Once a motion has been offered to the Commission, it is necessary for the person making the original motion to approve any proposed amendment to the motion. It is also up to the person seconding the motion to decide whether it should be changed by amendment.
8. Withdrawal of Motion. A motion may be withdrawn by the introducer at any time before it is amended or before the presiding officer puts the motion to a vote, whichever occurs first.
9. Motion to Reconsider. The Commission may vote to reconsider its action on a matter. The motion to reconsider must be made before adjourning the meeting and can only be made by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order when action on a pending matter concludes. A motion to reconsider may not be used in a land use decision involving a rezoning or a conditional use permit. A motion to reconsider may not be used in other land use decisions unless the applicant is still present at the current meeting and the motion is reheard at the current meeting.

6-8. Debate

- A. The presiding officer shall state the motion and then open the floor to debate. The presiding officer shall preside over the debate according to the following general principles:
 1. The maker of the motion is entitled to speak first;
 2. A member who has not spoken on the issue shall be recognized

before someone who has already spoken;

3. To the extent possible, the debate shall alternate between proponents and opponents of the measure;
4. The presiding officer may participate in the debate prior to declaring the matter ready for a vote;
5. Commissioners shall not engage in nonpublic communications amongst themselves regarding a motion that is on the floor for debate, including but not limited to, electronic communications or whispering.

6-9. Duty to Vote

- A. Each member of the Commission who is present at a meeting shall be required to vote upon all issues for decision unless prohibited from doing so by Nevada ethics laws.
- B. If there is an abstention, it shall be the responsibility of the City Clerk to note the abstention and the reason for abstaining for the record.

6-10. Method of Voting

- A. After debate, the presiding officer shall ensure that the motion is clear and call for the vote.
- B. All questions submitted to the Commission shall be determined by a majority vote of the members voting on any such question, unless required by special or general law.
- C. For a motion in a zoning matter to be adopted, it must be approved pursuant to all relevant laws and/or regulations.
- D. All questions submitted to the Commission for decision shall be decided by a vote of "aye" or "nay." Any member may request a roll call vote. In any case, the presiding officer shall announce the results of the vote.

6-11. Decisions on Points of Order

Any Commissioners may raise a point of order without being recognized by the presiding officer. The presiding officer shall refer any point of order to the Parliamentarian. The Parliamentarian shall advise the presiding officer who shall then make a ruling on the point of order.

SECTION 7 - GENERAL OPERATING POLICY

7-1. Broadcasting Commission Meetings

The Clerk shall make reasonable efforts at all regular meetings of the Commission to broadcast the meetings live on the internet. Copies of the broadcast may be obtained by the public from the City Clerk's office.

7-2. Minutes of Commission Meetings

The minutes of the Commission meetings shall reflect the official acts of the Commission. They shall provide a summary of discussion and record Commission votes. Minutes shall be considered for approval at the next regularly scheduled meeting.

7-3. Amending The Rules of Procedure

These rules may be discussed at any regular meeting or at any properly called special meeting that includes revision of the rules as one of the stated purposes of the meeting. Adoption of an amendment shall require an affirmative vote of a majority of the Commission, followed by an affirmative vote of a majority of the City Council.

7-4 Special Rules of Procedure

The Commission may adopt its own special rules of procedure to cover any situations that are not adequately addressed in these Rules of Procedure. Adoption of a special rule of procedure shall require an affirmative vote of a majority of a quorum of the Commission. The adopted special rule must be presented to City Council for a vote within thirty (30) days; following an affirmative vote of a majority of a quorum of the City Council, the special rule of procedure may be adopted as a standing rule.

**CITY OF FERNLEY
PLANNING COMMISSION
BY-LAWS**

Adopted 11/14/2001

Revised 01/13/2016

Article I – The Commission

Section 1. Name of Commission: the name of the commission shall be the Fernley Planning Commission (Hereinafter the Commission).

Section 2. Office of the Commission: The office of the Commission shall be the City of Fernley Planning Department, 595 Silver Lace Boulevard, Fernley, NV 89408.

Article II – Membership

Section 1. The mayor shall appoint, subject to advice and consent by the City Council, the seven members of the Commission. The members shall be residents of the City of Fernley. The mayor, city attorney and city engineer or designee shall be ex-officio members of the Commission.

Section 2. Legal Counsel: The City Attorney's Office shall be the legal counsel for the Commission.

Section 3. Compensation: The Council may provide by resolution for compensation, expenses and subsistence allowances to the Commission members, subject to the limitation of NRS 278.040.

Section 4. Terms of Office: The term of each appointed member shall be four (4) years, or until his/her successor takes office. Members presently serving on the Commission may serve the balance of the term for which they were appointed. Terms of the Commission shall be staggered pursuant to NRS 268.120(2).

Section 5. Removal from the Commission: Members may be removed from office, after a public hearing, by a majority of the City Council for just cause. Removal may be recommended to the City Council by a majority vote of the whole commission for two (2) consecutive unexcused absences and three (3) unexcused absences within a calendar year or for otherwise failing to meet the requirements of office.

Section 6. Vacancies: Vacancies occurring other than through the expiration of terms by the Mayor as provided by NRS 268.120(3).

Article III – Officers and Responsibilities

Section 1. Officers of the Commission: The officers of the Commission shall be a Chairman, Vice-Chairman and Secretary.

A. Chairman:

1. Presides over all meetings of the Commission.
2. Calls special meetings of the Commission in accordance with the By-Laws.
3. Signs certain documents and maps of the Commission such as resolutions, the land use map and official letters from the Commission.

4. Insures that all actions of the Commission are properly taken.
5. Preserves order and decorum, prevents attacks on personalities or the impugning of the members' motives and confines member debate to the question under discussion.

B. Vice Chairman:

1. Presides at any regular or special meeting of the Commission in the absence of the Chairman; and in the event of the resignation or death of the chairman, will perform such duties as are imposed on the Chairman until such time as the Commission shall elect a new Chairman.

C. Secretary:

1. The recording secretary is responsible for keeping an accurate record of all proceedings and may not be a member of the Commission. In addition, the Secretary is responsible to prepare and file with the City Council an annual report at the end of each calendar year.

Section 2. Election of Officers:

- A. The Chairman and vice-Chairman shall be elected from among the members of the Commission by a simple majority vote at the first regular meeting of the Commission at the beginning of each calendar year.
- B. They shall hold office for one (1) year or until their successor(s) are elected and qualified.
- C. Any office may be re-elected but may not serve more than two (2) consecutive terms in a single office.
- D. Following the election, the gavel shall pass to the officers at the existing meeting of the Commission.

Article IV – Meetings

Section 1. Meetings:

- A. Unless otherwise specified, regular meetings shall be held in the Council Chambers on the second Wednesday of the month.
- B. Special meetings may be called by the Chairman when deemed necessary. Members of the Commission shall be notified at least three (3) days prior to the special meeting. Special meetings shall be noticed and agenzized pursuant to the Open Meeting Law.
- C. Executive meetings may be called by the Chairman when deemed necessary. Members of the Commission must be notified at least three (3) days prior to the executive meeting. Such executive meeting shall consider only internal and confidential matters. Neither discussion nor decision shall be made on applications pending before the Commission.
- D. In the event that there is no business to conduct, a notice shall be mailed to the Commission and posted as required by the Open Meeting Law.

- E. Noticing and posting of the agenda shall follow the open meeting law as set forth by NRS.

Section 2. Quorum: A quorum shall consist of four (4) members of the membership of the Commission and shall be empowered to conduct Commission business. However, NRS 278.210 requires that five (5) members of the Commission be present to vote on any adoption, amendment, extension or addition to the master plan.

Section 3. Public Rights

- A. Manner of Addressing the Commission: - Time Limit: Each person addressing the Commission shall step forward to the microphone, shall give his/her name and address in an audible tone of voice for the record and shall limit his/her address to five (5) minutes, unless further time is granted by the Chairman. No person, other than the members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission. No questions shall be asked of the Commission members, except through the presiding officer. Except during the public comment period, speakers shall limit their presentation to statements and exhibits relevant to the agenda item under discussion and shall avoid undue repetition of points previously presented to the Commission.
- B. Disruptive Behavior: Any person who willfully disrupts a meeting to the extent that its orderly conduct is made impractical may be requested to leave the meeting.
- C. Presentation of Protests: Interested persons or their authorized representatives may address the Commission for the presentation of protest, petitions or communications relating to any matter over which the Commission has control when the item is under consideration by the Commission.
- D. Written Communication: Written information and materials provided by the project proponent, including graphics, photographs and records of verbal statements, that pertain to Commission meetings, may be submitted to the Commission staff. All such information and materials shall be received a minimum of three (3) working days in advance of the meeting for distribution to all Commission members.

Section 4. Case Number: All materials related to a matter pending before the Commission shall be identified by a specific case number. Materials bearing said number shall constitute the public record of the Commission on the matter.

Section 5. Action Items: In Accordance with the provisions of the Open Meeting Law, action items appearing on the agenda of the Planning Commission will be (*) designated.

Section 6. Voting: When any vote is called, each member of the Commission shall respond by saying "aye (yes)" or "nay (no)", or abstain, unless a member requests a roll call vote.

Section 7. Tie vote: Any tie vote shall constitute a technical denial of the motion and may be reconsidered by a motion offered by any member who voted on the matter.

Section 8. Conflicts of Interest: A member of the Commission shall not approve, disapprove, vote or otherwise act upon any matter regarding which he has accepted a gift, loan or other financial interest as defined in Article V which would reasonably be effected by his

commitment is his private capacity to the interest of others, or in which he has pecuniary interest, without disclosing the nature and extent of the gift, loan, commitment or interest at the time the matter is considered. A member of the Commission shall consider refraining from approving, disapproving, voting or otherwise acting upon any matter regarding which a member of this immediate family or a relative has accepted a gift, loan or other financial interest as defined in Article V without disclosing the full nature and extent of the gift, loan, commitment or interest at the time the matter is considered. A member of the Commission shall consider refraining from approving, disapproving, voting or otherwise acting upon any matter regarding which a member of this immediate family or a relative has accepted a gift, loan or other financial interest as defined in Article V without disclosing the full nature and extent of the gift, loan, commitment or interest at the time the matter is considered. Any member of the Commission who feels that he has a conflict may request legal advice on how to handle the conflict from the City Attorney's Office, preferably in advance of the meeting.

Section 9. Abstentions: A member who decides to abstain whether because of a conflict of interest or otherwise, must state the reasons for doing so on the record at the time the matter is considered.

Section 10. Rules of Order: All rules of order not herein provided for shall be determined in accordance with Robert's Rules of Order (newly revised).

Article V – Gifts, Loans and Other Financial Interests

Section 1. Gifts or Loans: A gift or loan shall include any gift, loan, service, favor, employment, engagement, emolument or economic opportunity such as sale of goods or services.

Section 2. Financial Interests: Financial interests, which may be direct or indirect, include but are not limited to, owning stock in a corporation, having contract with the City, selling any land, material, supplies or services to the City, or associating with a contractor who supplies the City, which would tend improperly to influence a reasonable person in such a position to depart from the faithful and impartial discharge of public duties.

Article VI – Site Visitations; Neighborhood Meetings

Section 1. Site Visitations: NRS 278.190 (3) permits the Planning Commission to conduct site visitations in the performance of their functions.

Section 2. Neighborhood Meetings: Applicant may hold neighborhood meetings to solicit neighborhood input, provide information to the neighborhood, and attempt to resolve disputes prior to the presentation of their applications. Should the Commissioners wish to attend they shall ensure that the requirements of the Open Meeting Laws are met. The commissioners must also disclose their attendance at the meeting.

Section 3. Procedure: Notice procedures and formal requirements for site visitations by the Commission and neighborhood meetings shall follow those required for a special meeting of the Planning Commission.

Article VII – Amendments of By-Laws

- Section 1. Amendments of By-Laws: The Planning Commission By-Laws may be amended by the Commission as deemed necessary by a majority vote of the Commission members.

Article VIII – Commissioner Attendance at City Council Meetings

- Section 1. Members of the Planning Commission may attend the City Council meetings provided that all requirements of the open meeting law prescribed by NRS Chapter 241 are met.
- Section 2. A member of the Planning Commission shall not comment or express the Opinion of the Planning Commission on Planning Items being considered by the City Council.

RESOLUTION NO. 17-011

**A RESOLUTION OF THE FERNLEY CITY COUNCIL, STATE OF NEVADA
PROVIDING FOR RULES OF PROCEDURE**

WHEREAS, under the authority of NRS 266.240, the Council has authority to adopt its own Rules of Procedure; and

WHEREAS, the Council recognizes and agrees that Rules of Procedures will assist to the benefit and convenience of the Council and the general public; and

WHEREAS, the Council believes Rules of Procedures will help the Council to conduct its affairs in a timely and efficient manner; and

WHEREAS, the Rules and Procedures do not create substantive rights for third parties or participants in proceedings before the Council; and

WHEREAS, the Council reserves the right to suspend or amend the Rules of Procedure whenever a majority of the Council decides to do so; and

WHEREAS, when the Rules of Procedures do not address a procedural issue, the Council may consider the most recent edition of Robert's Rules of Order for guidance; and

WHEREAS, the failure of the Council to strictly comply with the Rules of Procedures shall not invalidate any action of the Council; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERNLEY, that the following is hereby adopted by the City Council for the City of Fernley, Nevada:

SECTION 1 - PURPOSE AND BASIC PRINCIPLES

1-1. Purpose of Rules of Procedure

- A. To enable the City of Fernley to transact business fully, expeditiously and efficiently while affording every opportunity to citizens to witness the operations of government;
- B. To protect the rights of each individual Council member;
- C. To preserve a spirit of cooperation among Council members;
- D. To determine the will of the Council on any matter.

1-2. Basic Principles Underlying Rules of Procedure

- A. The business of the Council should proceed in the most efficient manner possible;
- B. Rules of Procedure must be followed consistently.
- C. Council actions should be the result of a decision on the merits and not a manipulation of the procedural rules;
- D. Only one subject may claim the attention of the Council at one time;
- E. Each item presented for consideration is entitled to full and free discussion;
- F. Every member has equal rights to participate and vote on all issues;
- G. Every member must have equal opportunity to participate in decision-making;
- H. The will of the majority must be carried out pursuant to the City's ordinances and resolutions; and
- I. The Council must act as a body.

SECTION 2 - MEETINGS

2-1. When and Where Regular Meetings Are Held

- A. Council meetings and locations will be held as provided in Chapter 11.

2-2. Adjourned or Recessed Meetings

- A. A meeting of the Council is adjourned when the Council has finished its business and is bringing the meeting to a close, with the intention of holding another meeting at a later date. Generally, when a meeting of the Council is adjourned, the next meeting of the Council is preceded by opening ceremonies. A meeting of the Council is recessed when the Council takes a break between sittings and after the recess business is resumed where it left off.
- B. A properly called regular or additional scheduled meeting

may be recessed or adjourned to a time and place certain by a motion made and adopted by a majority of the Council in an open session during the regular or additional scheduled meeting. The motion shall state the time and place where the meeting will reconvene. No further notice need be given of such a recessed or adjourned session of a properly called regular or additional scheduled meeting other than the requirements of the Nevada Open Meeting Law.

2-3. Seating Arrangement

The Mayor shall occupy the center seat on the dais. The remaining members of the Council shall determine their seating arrangement by ward.

2-4. Mayor/Presiding Officer

Unless otherwise designated by the Mayor, the Mayor shall be the presiding officer. The presiding officer shall preserve order and decorum among the members and enforce the rules of the Council and determine the order of business. The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject to an appeal of the Council, in which event a majority vote of the Council shall govern conclusively to determine such question of order unless otherwise subject to veto procedures outlined in Chapter 266 of Nevada Revised Statutes.

SECTION 3 - PARLIAMENTARIAN

3-1. Parliamentarian

The City Attorney shall serve as the Parliamentarian for the purpose of interpreting these Rules of Procedure and the Nevada Revised Statutes, as amended, as may be directed by the presiding officer or as required as a result of a point of order raised by one or more Council members. If the City Attorney is unavailable, his or her designee or the City Manager shall serve as the Parliamentarian.

3.2. Preservation of Order

A. At meetings of the Council, the presiding officer shall preserve order and decorum. The presiding officer shall have the following powers:

1. To rule on motions in or out of order, including any motion not germane to the subject under discussion or patently offered for obstructive or dilatory purposes;
2. To determine whether a speaker has gone

beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;

3. To entertain and answer questions of parliamentary law or procedure;

4. To call a brief recess at any time;

5. To adjourn in an emergency.

B. A decision by the presiding officer under any of the first three powers listed above may be appealed to the Council upon motion of any member. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order. There are two exceptions to this right of appeal: The presiding officer may adjourn without the Council's vote or appeal in an emergency; and he or she may also call a brief recess without a vote at any time, when necessary to reduce friction among the members. The presiding officer must continue to address the motion upon return.

SECTION 4 - AGENDA

4-1. Preparation

The Clerk shall prepare an agenda for the regularly scheduled meetings pursuant to Resolution #15-012, Agenda Process, incorporated by reference herein.

4-2. Delivery of Agenda

The Council meeting package, including the agenda and related materials, shall be delivered to each member of the Council and the City Attorney the Thursday prior to the regularly scheduled Council meeting.

SECTION 5 - ORDER OF BUSINESS FOR COUNCIL MEETINGS

5-1. Order of Business

A. The Order of Business shall be determined by the Presiding Officer.

5-2. Consent Agenda

A. Upon request of any Council member, an item shall be removed from the Consent Agenda. The item shall be considered separately after adoption of the Consent Agenda.

B. The consent agenda shall be introduced by a motion “to approve,” and shall be considered by the Council as a single item.

C. There may be a short discussion of consent agenda items to answer questions or clarify a matter. There shall be no lengthy debate or discussion of a consent agenda item.

5-3. Citizen Participation

A. Every petition, communication or address to the Council shall be in respectful language, whether verbal or written.

B. Public Presentations:

Public presentations shall be for the purpose of allowing members of the public to present any matter, which, in their opinion, deserves the attention of the Council. They shall not serve as a forum for debate with the Council.

5-4. Prohibited Conduct

A. Persons appearing before the Council will not be allowed to:

1. Use profanity or vulgar language or gestures;
2. Use language which insults or demeans any person or which, when directed at a public official or employee is not related to his or her official duties; however, citizens have the right to comment on the performance, conduct and qualifications of public figures;
3. Make nongermane or frivolous comments;
4. Interrupt other speakers or engage in behavior that disrupts the meeting including but not limited to applause, cheers, jeers, etc.;
5. Engage in behavior that reasonably intimidates others;

B. The presiding officer shall preserve order and decorum at Council meetings as defined by Resolution. If necessary, and as a last resort, and pursuant to Resolution, the presiding officer may expel a member of the City Council from the meeting for the duration of the meeting, for conduct which the presiding officer deems to be exceedingly disruptive or threatening, after the presiding officer has warned the member of the City Council to cease the conduct, and after a recess has been taken to allow the situation to calm down. Expulsion is subject to an appeal of said decision forthwith by a member of the City Council, in which event a concurrence of two-thirds of the Council Members in attendance shall govern and conclusively determine such question of order or decorum

5-5. Public Hearings

A. This section of the agenda shall be for public hearings as required by City, State or Federal law, or as the Council may direct.

B. The presiding officer shall conduct all public hearings.

C. The order of public hearings shall be as follows:

1. The presiding officer shall open the public hearing.

2. Hearing shall begin with a brief presentation from a staff member and/or representative from the cognizant board, authority, commission or committee. The presentation shall summarize the facts about the issue and the staff recommendation. Council members may seek clarification during the presentation.

3. In land use cases, rezoning or conditional use permits, the City Planner shall determine the presentation's course. The land owner/applicant and/or representative shall have an opportunity to present after staff has made their presentation but prior to public input on the matter. The time limit of the applicant's presentation shall be determined by the Presiding Officer.

4. Each speaker must clearly state his or her name. The presiding officer shall set a time limit for each individual speaker. If the speaker represents a group, there shall be a time limit of three minutes. A speaker representing a group shall identify the group at the beginning of his or her remarks. A group may have no more than one spokesperson.

5. After public comments have been received, in a land use case the applicant or the representative of the applicant, at his or her discretion, may respond with a rebuttal. There shall be a three-minute time limit for rebuttal.

6. Upon the conclusion of public comments, or the applicant's rebuttal in a land use case, the presiding officer shall close the public hearing.

D. When a public hearing has been closed by the presiding officer, no further public comment shall be permitted. Council members, however, may direct questions to the applicant, the representative of the cognizant board, authority, commission, committee, to a speaker, or to a staff member for clarification prior to taking any vote, if a vote is in order.

E. Following the close of the public hearing, the presiding officer may entertain a motion to dispose of the issue and the Council may debate the merits of the issue.

5-6. Closed Meetings

A. Closed meetings may only be used as allowed by law, as determined by the City Attorney.

B. No resolution, ordinance, rule, contract, regulation or motion considered in a closed meeting shall become effective until the Council reconvenes in an open meeting and takes a vote of the membership on such action, if any, and which shall have its substance reasonably identified in the open meeting unless allowed by law and approved through the City Attorney.

SECTION 6 - RULES OF PROCEDURE FOR COUNCIL MEETINGS

6-1. Quorum

A. As provided by Chapter 11(F)(2), a majority of the members of the Council must be present to conduct business. A quorum is a majority of the entire membership of the Council, including any vacant seats.

B. Quorum refers to the number of members present at a meeting, not the number of members voting on the issue. If no quorum is present or if a quorum is lost, the Council can only (i) adjourn, (ii) recess, or (iii) take steps to obtain a quorum.

C. If a quorum fails to attend any meeting, those attending may adjourn to such other time prior to the next regular meeting as they may determine and the Clerk shall enter such adjournment in the minute book of the Council and shall notify absent members thereof in the same manner as required for special meetings.

D. If the Nevada ethics code as delineated in NRS 281A prevents some of the members of the Council from participating in an item of business, a majority of the remaining members of the Council shall constitute a quorum.

6-2. Priority in Speaking on the Council

When two or more members of the council wish to speak at the same time, the presiding officer shall name the one to speak.

6-3. Comments, Queries of Council Members

Council members are to observe the following rules during the discussion of agenda items:

A. The presiding officer shall keep discussion germane to the subject. Points of clarification shall be limited to questions only. The presiding officer shall rule other comments out of order.

B. Council members may address questions to the City Manager or staff present at the meeting. Staff members should be at a microphone when answering Council members' questions. All legal questions should be addressed to the City Attorney.

6-4. Action by the Council

A. Items of business will be considered and dealt with one at a time, and a new proposal may not be put forth until action on the preceding one has been concluded.

6-5. Motions

A. Informal discussion of a subject is permitted while no motion is pending.

B. Any Council member may make a motion.

C. Members are required to obtain the floor before making motions or speaking, which they can do while seated.

D. A member may make only one motion at a time.

E. Except for matters recommended by a Council committee, or as otherwise stipulated in these rules of procedure, all motions require a second. A motion dies for lack of a second.

6-6. Substantive Motions

A. A substantive motion is any motion that deals with the merits of an item of business and is within the Council's legal powers, duties and responsibilities.

B. A substantive motion is out of order while another substantive motion is pending.

6-7. Procedural Motions

A. Procedural motions are those motions that the Council may use to "act upon" a substantive motion by amending it, delaying consideration of it, and so forth. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

B. In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion requires the floor and a second, is debatable, may be amended, and requires a majority of the votes cast, a quorum being present for adoption. Procedural motions are listed below in their order of priority. If a procedural option is not listed below, then it is not available.

1. To Appeal a Procedural Ruling of the Presiding Officer. A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the Council which shall decide the matter by majority decision. Such an appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer, the motion does not require a second, and the motion, if timely made, may not be ruled out of order.

2. Motion to Adjourn. In addition to the presiding officer's authority to call a recess or adjourn without a motion, the Council may also make a motion to adjourn. The motion

may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. The motion is not debatable and cannot be amended.

3. Motion To Take a Brief Recess. This motion allows the Council to pause briefly in its proceedings. A motion to take a brief recess is in order at any time except when a motion to appeal a procedural ruling of the presiding officer or a motion to adjourn is pending.

4. Motion To Suspend the Rules. The Council may suspend provisions of its rules of procedure. The Council may not, however, suspend any provisions of the rules that state requirements imposed by law on the Council. For adoption, a motion to suspend the rules requires unanimous consent or an affirmative vote of two-thirds of members present.

5. Motion To Defer Consideration. The Council may defer action on a substantive motion to a more convenient time. The Council may use the following motions to defer consideration of a substantive motion:

(a) A motion to “table” is used to temporarily set aside an item of business to deal with a more urgent item. Once an item of business has been presented, a motion to table is needed to bring the item back before the public body for discussion.

(b) A motion to “postpone” delays debate on an item of business so that it may be considered at a later date. An item of business may be “postponed definitely,” when it is continued to a definite time or date or “postponed indefinitely” if no future time or date is specified in the motion. A matter that has been postponed to a certain time or day shall be brought up again automatically when that time arrives. When a matter has been postponed indefinitely it takes an affirmative vote of a majority of the Council to bring the matter back for further discussion.

(c) A Motion/Item can be postponed if it does not conflict with regulatory and/or statutory deadlines.

6. Motion to Call the Question. The presiding

officer has authority to call the question. The call of the question is not in order until every member of the Council has had an opportunity to speak.

7. Motion To Amend. Any substantive motion properly on the floor may be amended. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a substitute motion. Once a motion has been offered to the council, it is necessary for the person making the original motion to approve any proposed amendment to the motion. It is also up to the person seconding the motion to decide whether or not it should be changed by amendment.

8. Withdrawal of Motion. A motion may be withdrawn by the introducer at any time before it is amended or before the presiding officer puts the motion to a vote, whichever occurs first.

9. Motion to Reconsider. The Council may vote to reconsider its action on a matter. The motion to reconsider must be made before adjourning the meeting, and can only be made by a member who voted with the prevailing side. The motion cannot interrupt deliberation on a pending matter but is in order when action on a pending matter concludes. A motion to reconsider may not be used in a land use decision involving a rezoning or a conditional use permit. A motion to reconsider may not be used in other land use decisions unless the applicant is still present at the current meeting and the motion is reheard at the current meeting.

6-8. Debate

A. The presiding officer shall state the motion and then open the floor to debate. The presiding officer shall preside over the debate according to the following general principles:

1. The maker of the motion is entitled to speak first;

2. A member who has not spoken on the issue shall be recognized before someone who has already spoken;

3. To the extent possible, the debate shall alternate between proponents and opponents of the measure;

4. The presiding officer may participate in the debate prior to declaring the matter ready for a vote;

5. Council members shall not engage in nonpublic communications amongst themselves regarding a motion that is on the floor for debate, including but not limited to electronic communications or whispering.

6-9. Duty to Vote

A. Each member of the Council who is present at a meeting shall be required to vote upon all issues for decision unless prohibited from doing so by Nevada ethics laws.

B. If there is an abstention, it shall be the responsibility of the Clerk to note the abstention and the reason for abstaining for the record.

6-10. Method of Voting

A. After debate, the presiding officer shall ensure that the motion is clear and call for the vote.

B. All questions submitted to the Council shall be determined by a majority vote of the members voting on any such question, unless required by special or general law.

C. Pursuant to NRS Chapter 266, the Mayor is not entitled to vote except in the case of a tie, when the Mayor has a casting vote, except as otherwise provided in NRS 266.200.

D. In order for a motion in a zoning matter to be adopted, it must be approved pursuant to all relevant laws and/or regulations.

E. All questions submitted to the Council for decision shall be decided by a oral vote of “aye” or “nay.” Any member may request a roll call vote. In any case, the presiding officer shall announce the results of the vote.

6-11. Decisions on Points of Order

Any Council member may raise a point of order without being recognized by the presiding officer. The presiding officer shall refer any point of order to the Parliamentarian. The Parliamentarian shall advise the presiding officer who shall

then make a ruling on the point of order.

SECTION 7 - STANDING COMMITTEES ROLES AND GUIDELINES

7-1. Standing Committees Roles and Guidelines

The roles and operating guidelines for the various city committees shall be as adopted by a majority of the Council, unless otherwise indicated in the municipal code.

SECTION 8 - GENERAL OPERATING POLICY

8-1. Broadcasting Council Meetings

The Council shall make reasonable efforts at all regular meetings of the Council to broadcast the meetings live on the internet. Copies of the broadcast may be obtained by the public from the City Clerk's office.

8-2. Numbering and Indexing of Resolutions and Ordinances

It shall be the responsibility of the Clerk to number and index all resolutions and ordinances adopted by the Council. The resolutions shall be numbered consecutively, and use the last two digits of the calendar year. Example: for the first resolution of 2017, the resolution number would be shown as Resolution #17-001. Ordinances shall also be numbered consecutively. The City Clerk shall keep a binder at the City Clerk's office, as well as an on-line binder accessible by the public, which contains all resolutions in one place, to the extent such resolutions passed prior to June 1, 2017, are reasonably available. The City Clerk shall make his or her best efforts to compile a comprehensive and complete set of said resolutions to be placed in said binder, both hard copy and electronic.

8-3. Minutes of Council Meetings

The minutes of the Council meetings shall reflect the official acts of the Council. They shall provide a summary of discussion and record Council votes. Minutes shall be considered for approval within a reasonable time after the meeting they record.

8-4. Amending the Rules of Procedure

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting. Adoption of an amendment shall require an affirmative vote of a majority

of the Council.

8-5. Special Rules of Procedure

The Council may adopt its own special rules of procedure to cover any situation that are not adequately addressed in these Rules of Procedure. Adoption of a special rule of procedure shall require an affirmative vote of a majority of a quorum of the Council.

PASSED AND RESOLVED this 7th day of June, 2017, by the City Council of the City of Fernley, Nevada.

ACKNOWLEDGED AND APPROVED:

Dated:



ROY EDGINGTON

5 July 2017
Mayor



Ward One

July 6, 2017



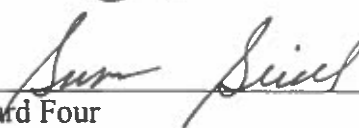
Ward Two

July 5 2017



Ward Three

July 6th 2017



Ward Four

July 21, 2017



Ward Five

July 6, 2017



Kimberly Swanson, City Clerk

July 24, 2017



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 6, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

(For possible action) A presentation on Opioid Funds and how the city can spend the Settlement Funds.

AGENDA ITEM BRIEF:

Possible Action - A presentation on Opioid Funds and How the City Can Spend the Settlement Funds

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

N/A

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Opioid Settlement Funds - How to Use-2023



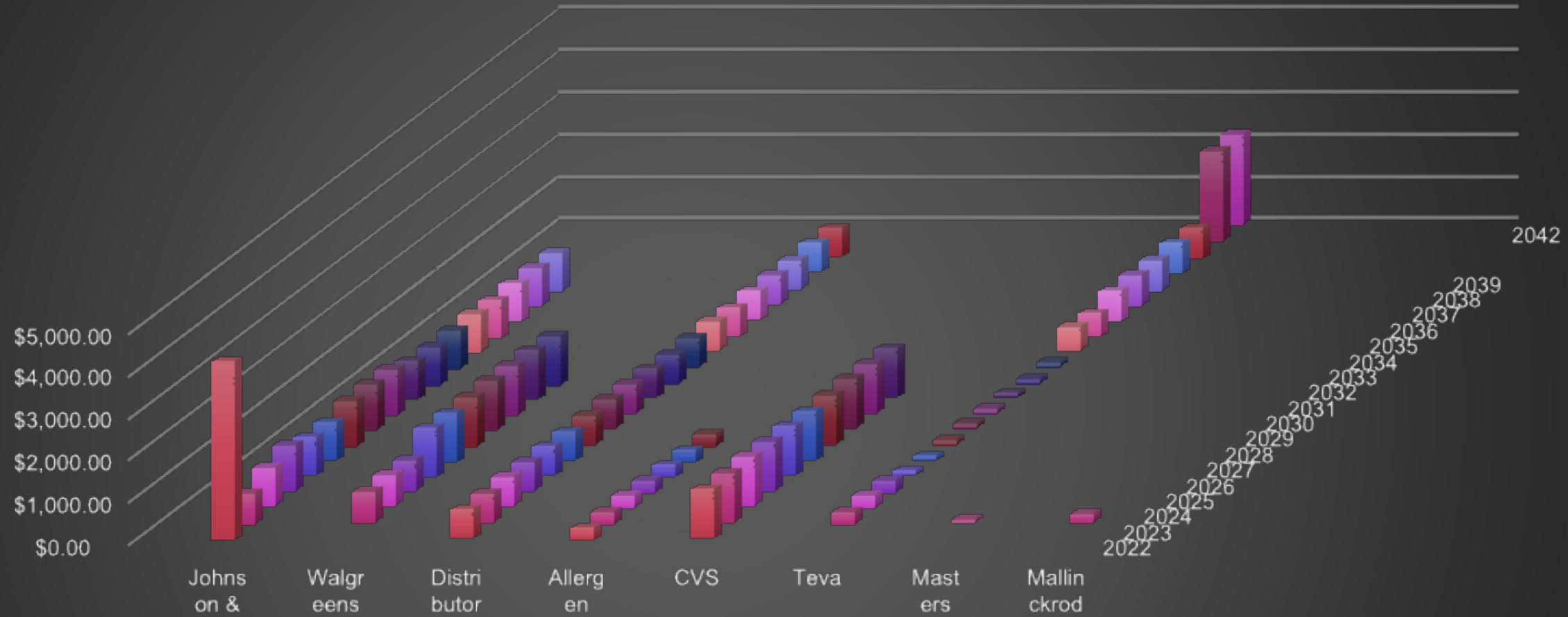
OPIOID SETTLEMENT FUNDS

APPROVED USES AND
IN-DEPTH DISCUSSION

OPIOID SETTLEMENT FUNDS

Entity	Total Settlement Amount	Annual Net Allocation	Payment Terms
Johnson & Johnson	\$18,976.15	2022-\$4,215.49 2023-\$717.26 2024-\$897.74 2025-\$1,082.23 2026-2027-\$897.74 2028-2030-\$1,055.85 2030-2038-\$887.55	Annual Payments in various amounts until 2038
Distributors	\$802.92	\$682.48	Annual Payments for 18 Years
Allergen	\$1,882.65	\$268.95	Annual Payments for 7 years
CVS	\$11,702.86	\$1,170.29	Annual Payments for 10 years
Wal-Mart	\$15,688.68	\$2,614.78	Annual Payments for 6 years
Teva	\$11,560.48	2023-2025-\$265.26 2026-2033-\$118.41 2034-2035-\$554.42 2036-2040-\$712.83 2041-2042-\$2,138.48	Annual Payments for 13 years
Walgreen's	\$17,340.73	2023-2025-\$722.30 2026-2032-\$1,156.05	Annual Equal Payments for 15 years
Masters Pharmaceutical	\$115.89	\$86.92	One Time Payment
Mallinckrodt	\$214.07	-	One Time Payment

OPIOID FUNDS OVER TIME



2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042

SCHEDULE A - CORE ABATEMENT STRATEGIES APPROVED USE OF SETTLEMENT FUNDS

Priority Abatement Strategies:

- Nalozone or Other FDA-Approved Drug to Reverse Opioid Overdoses
- Medication-Assisted Treatment (“MAT”) Distribution and Other Opioid Related Treatment
- Pregnant and Postpartum Women
- Expanding Treatment for Neonatal Abstinence Syndrome
- Expansion of Warm Hand-Off Programs and Recovery Services
- Treatment for Incarcerated Population
- Prevention Programs
- Expanding Syringe Service Programs
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State



SCHEDULE B – APPROVED USES OF SETTLEMENT FUNDS



Part One: Treatment – Support treatment of Opioid Use Disorder and Co-occurring Substance Use Disorder or Mental Health conditions through evidence-based or evidence-informed programs or strategies; Support People in Treatment and Recovery; Connect People who need Help to the Help they need (Connections to Care); Address the Needs of Criminal-Justice Involved Persons; Address the Needs of Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinence Syndrome.



Part Two: Prevention – Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies; Prevent Misuse of Opioids; and Prevent Overdose Deaths and Other Harms (Harm Reduction).



Part Three: Other Strategies - Support education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs and provide wellness and support services to first responders and others who experience secondary trauma associated with opioid-related emergency events; Leadership, Planning and Coordination – Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, and strategies; Support training to abate the opioid epidemic through programs and strategies; and Support opioid abatement research.

POSSIBLE OPTIONS FOR THE CITY OF FERNLEY

- Join with the North Lyon County Fire Protection District's Narcan purchase program
- Educational Programs to local schools on drug/alcohol abuse
- Purchase a billboard on opioid addiction/resources
- Join with Lyon County Human Services and contribute to their Opioid Settlement Fund Use Program



OPTION NO. 1: Join with the North Lyon County Fire Protection District's Narcan Purchase/Distribution Program

The City could use the opioid settlement funds to join with the North Lyon County Fire Protection District's Narcan purchase/distribution program to benefit Fernley residents in need of this service. This option would not require staff administration and would only require preparation of Memorandum of Understanding and annual issuance of a check to the North Lyon County Fire Protection District





OPTION NO. 2: **Educational Program To Local Schools**

- Educational program to present to local schools regarding the opioid epidemic, drug/alcohol abuse and affects of same as well as resources available. This option would require extensive staff involvement in creating the presentation as well as presenting it to local schools.

OPTION NO. 3: **Purchase a Billboard**

The City could purchase a billboard on opioid addiction and resources available for those who need help. This option would require purchasing the billboard as well as hiring someone to design the billboard.



BILLBOARD PRICING

LAMAR | FERNLEY, NV (CBSA)

PRODUCTS & RATES

BULLETINS

A Bulletin is the largest standard-sized billboard that delivers maximum exposure to vehicular traffic on expressways, highways and primary arteries.



Bulletins in
Fernley, NV (CBSA)
can range from
\$750 to \$2,000
in a 4 week period.

Prices vary based on location, on-air campaign lengths, and number of advertising locations purchased.



📞 Live rep: (866) 604-2892 (tel:(866)604-2892)



📞 Speak to a live rep:
(866) 604-2892

Billboard Advertising Pricing in Fernley, NV

Billboard	Billboard Size					Bulletins (576w x 168h")
	8 sheet (80"w x 80"h)	32 sheet (160"w x 120"h)	48 sheet (240"w x 120"h)	64 sheet (320"w x 120"h)	96 sheet (480w" x120"h)	
Rental						
Duration						
4 Weeks	\$275.04 - \$687.6	\$687.6 - \$1833.6	\$916.8 - \$13752	\$916.8 - \$18336	\$1100.16 - \$22920	\$1375.2 - \$27504
8 Weeks	\$550.08 - \$1375.2	\$1375.2 - \$3667.2	\$1833.6 - \$27504	\$1833.6 - \$36672	\$2200.32 - \$45840	\$2750.4 - \$55008
16 Weeks	\$825.12 - \$2062.8	\$2062.8 - \$5500.8	\$2750.4 - \$41256	\$2750.4 - \$55008	\$3300.48 - \$68760	\$4125.6 - \$82512
6 Months	\$1650.24 - \$4125.6	\$4125.6 - \$11001.6	\$5500.8 - \$82512	\$5500.8 - \$110016	\$5684.16 - \$137520	\$8251.2 - \$165024

OPTION NO. 4:

Join with Lyon County Human Services and contribute to their opioid settlement fund use program



HIGH PRIORITIES:

- Increase crisis response services tailored to youth and seniors.
- Maximize available Medicaid structure to create models of sustainability
- Increase Naloxone access
- Increase transportation services
- Invest in a database for Lyon County Human Services to appropriately collect, analyze and track substance use, naloxone distribution, prevention supplies, and referrals to treatment throughout all services in one platform.
- Expand Lyon County Human Services to include a Behavioral Health division that will include:
 - Full time co-responder teams (MOST) to respond to the lifespan in crisis (Youth, Adult, and seniors).
 - Provide assessments and treatment plans for at-risk individuals across the lifespan in a variety of settings such as homes, schools, juvenile probation offices, senior centers, etc.
- Lyon County Human Services to become a Medicaid provider to maximize expenditures and create stability for provided services including targeted case management for Juvenile Probation and non-severe mentally ill adults, and non-severe emotionally disturbed youth, and transportation

**LYON COUNTY HUMAN SERVICES' RECOMMENDED
STRATEGIES FOR USE OF OPIOID SETTLEMENT FUNDS:**

MID-LEVEL PRIORITIES:

- Train and implement all local social service providers in screening, brief intervention, and referral to treatment.
- Implement mentorship program(s) for youth.
- Contract with professional marketing firms to generate local opioid prevention and intervention campaigns including holistic pain management strategies.
- Implement medication assisted treatment within the jail.
- Embed substance use counselor(s) within the county jail.
- Embed a full-time discharge case manager within the county jail to aid in connection to services upon release.
- Increase access to medication assisted treatment to be readily available in all Lyon County communities through CCBHC's and other substance use treatment providers.
- Create an inpatient treatment center within Lyon County.
- Embed social workers throughout all Lyon County schools across all age levels.
- Implement evidence-based youth prevention and education programming throughout Lyon County School District across all ages. 21
- Increase evidence-based programs and services available to parents to strengthen families (such as Multi-Dimensional Family Therapy for youth and families and Family Check-Up).
- Implement evidence-based fall prevention programs for seniors.
- Provide tools to keep seniors safe while using opioids such as naloxone, timer caps, and prescription lock boxes.
- Create warm hand-off services such as hospital discharge planners to Community Health Workers and/or Peer Support Specialists for overdose and substance related hospital stays.





LOW-LEVEL PRIORITIES

Co-locate naloxone with all stop the bleed kits and AED locations.

Increase targeted naloxone distribution and community education opportunities.

Create supportive housing within Lyon County to aid in the transition from homeless and housed while providing treatment and services.

Create opportunities for youth and families to engage with the community through activities and substance free events.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 6, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Second Reading and Adoption of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

AGENDA ITEM BRIEF:

(For Possible Action) Second reading and adoption of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

RECOMMENDED MOTION:

"I move to adopt Bill #341, amending Section 2.02.7 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Revision to FMC 2.02.07 is pursuant to the City Council's request.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 2.02.07

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 6, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

American Rescue Plan Act (ARPA),
Transient Lodging Tax, Community
Development Block Grant, Federal
Appropriations.

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to approve a contract with CORE Construction for construction manager at risk services during the construction of Phase I of the Community Resource and Response Center and the revised guaranteed maximum price of \$17,765,798.00.

AGENDA ITEM BRIEF:

Staff is seeking City Council approval on the construction manager at risk contract for the first phase of the Community Response and Resource Center for CORE Construction and the revised guaranteed maximum price of \$17,765,798.00.

RECOMMENDED MOTION:

I move to approve the construction manager at risk contract for the construction of the first phase of the Community Response and Resource Center with CORE Construction and the revised guaranteed maximum price of \$17,765,798.00.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to approve the CMAR contract with CORE Construction. The pre-construction process and design would need to be restarted, and the project would have to go through the advertising and bidding process over again.

BACKGROUND:

This staff report is presenting the final contract for construction manager at risk services, for the first phase of the Community Response and Resource Center. If the contract is approved, staff will move forward with executing the contract and issuing a notice to proceed for the project.

The guaranteed maximum price has decreased slightly from the previous council meeting from \$17,935,872.00 down to \$17,765,798.00. The change is due to some items being identified in the specifications that resulted in a lower cost to purchase material.

The Community Response and Resource Center, CRRC, project design process started in 2021 with TSK Architects. Phase one of the project, also known as the Base Bid of the CRRC project, is an approximately 17,900 square foot building to be located at 695 East Main Street. In addition to constructing the CRRC building, phase one will construct improvements to Lois Lane, an additional parking lot for the CRRC, and a multipurpose event lawn to the south of the existing Train Depot. The CRRC building will include a multipurpose room, teen center, kitchen with a walk-in cooler, a walk-in freezer and dry storage, a youth game room, and four classroom spaces.

CORE Construction was selected by the City of Fernley through a request for qualifications that was advertised and completed in May of 2022. CORE was awarded a contract for preconstruction activities in an amount not to exceed \$94,500 by the City of Fernley on July 20, 2022. CORE has been working with the City of Fernley and the design team throughout the design of phase one and to come up with estimates for the cost of construction for the project.

The advantage of utilizing a construction manager at risk is to improve cost controls throughout the stages of project development and construction. A CMAR is able to develop a strong collaborative relationship with the architect and engineer during the design phase and through construction. They are able to assist with value engineering, cost estimating and constructability reviews during design phase of the project. Once design is complete, the CMAR will provide detailed cost estimates for the project to give the owner a better idea of budget and avoid unexpected costs at a typical bid opening where the contractors are not involved in design.

The project design was completed and CORE construction advertised the project for bid in accordance with the requirements of the Nevada Revised Statutes starting in June and opened bids on September 20th. The City and CORE reviewed and finalized the GMP and a final GMP was issued by CORE on November 1st. Construction is scheduled to start in April of 2024.

The GMP came in lower than the estimate provided by CORE during the 50% construction document submittal. The 50% estimate for phase one was \$18,287,768. The 50% plans were presented and approved at the April 19, 2023 meeting of City Council.

PRIOR CITY COUNCIL ACTION

- On November 15, 2023, City Council approved the guaranteed maximum price for the construction of the first phase of the Community Response and Resource Center in an amount not to exceed \$17,935,872.00.
- On September 6, 2023, City Council approved \$3,577,592.80 in remaining ARPA funds that were allocated to sewer projects and other general services to Phase I of the Community Response and Resource Center.
- On April 6, 2023, City Council approved Resolution 23-001 to commit 5% local match for the Nevada

Department of Transportation 2023 Transportation Alternatives Program Grant application for Multimodal transportation improvements required for the Community Response & Resource Center project. Council also approved Resolution 23-002 to commit unassigned fund balance that is in excess of 8.3% of General Fund expenditures less capital outlay for the purpose of funding the City of Fernley Community Response & Resource Center.

- On April 5, 2023, City Council directed staff to remove/relocate the Old School House building from the Fernley Depot property to make room for the Community Response & Resource Center project.
- On March, 15, 2023, City Council approved staff to apply for local, state, and federal grant funding requests and committed \$4,000,000 in City reserve funds for the construction of the Community Response & Resource Center.
- On February 15, 2023, City Council approved the Community Response & Resource Center project Design Development Submittal.
- On December 21, 2022, City Council approved the contract with Headway Transportation LLC to conduct a traffic study for the Community Response & Resource Center in the amount of \$22,000.00.
- On November 2, 2022, City Council approved the revised re-scoping, floor, plan, schematic plan, and cost estimate of the Community Response & Resource Center. On October 5, 2022, City Council tabled the decision regarding the revised schematic design and cost estimates of the Community Response & Resource Center. Council directed staff to report back on November 2, 2022, and inform council about why the workgroup decisions were made regarding the revised schematic design. The council also appointed two council members to the CRRC workgroup to discuss layout options.
- On October 5, 2022, City Council approved a contract between the City of Fernley and Resource Concepts, Inc. for environmental consulting services for the project in the amount of \$25,000.00.
- On July 7, 2022, City Council approved the schematic design and cost estimate of the Community Response & Resource Center. The CRRC, as presented on July 7th, was a single story 56,000 gsf facility that consisted of two separate structures at a total base bid construction cost including breakout of \$38,491.547.00.
- On July 7, 2022, City Council approved the Owner-Construction Manager At Risk Pre-Construction agreement between the City of Fernley and Core Construction in the amount of \$94,500.00.
- On June 15, 2022, City Council approved the Lyon County and City of Fernley Subrecipient ARPA Agreement in the amount of \$300,000 for the construction of the Community Response & Resource Center. On April 14, 2022, at the Lyon County Board of Commissioners meeting, the CRRC Workgroup presented the project and requested ARPA funding. The Lyon County Board of Commissioners graciously awarded ARPA funds to the City of Fernley in the amount of \$350,000 for the CRRC project.
- On May 23, 2021, the Lyon County Board of Commissioners revisited their ARPA allocations and reduced the amount to \$300,000 for the CRRC project. The City is currently in the process of approving the funding agreement.
- On June 15, 2022, City Council approved the Letter of Intent to a lease agreement between the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed. This is in part due to the leadership, and the Boys & Girls Club experience of operating and maintaining facilities and programs, including five Boys & Girls Club afterschool and summer programs, thirteen school sites, four early learning centers, and seven teen centers. Under this agreement, the Boys and Girls Club would operate the day-care, afterschool programming, kitchen, cafeteria, gym, and meeting rooms. The letter of intent is critical to a funding source, the Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center.
- On February 16, 2022, City Council approved the contract for the Owners Representative Construction Manager as Agent contract with Cumming Management Group. This contract is to ensure there is a person/company who represents the City and focuses on evaluating the project from the City's perspective beginning at the earliest stages of planning and continuing through occupancy. At the same meeting, the Council also approved staff to enter into contract negotiations with the selected CMAR for reconstruction services for the CRRC.

- City Council approved the programming and services that will be in the CRRC on January 19, 2022. The programming and services in the CRRC must be ARPA eligible because the City is using ARPA monies to fund the project. Staff identified the following ARPA eligible services and programs needed in our community in response to the public health crisis that will be in the Community Response & Resource Center: COVID-19 testing and vaccination site, workforce development services/programming, education assistance services, afterschool programming, and early childhood education.
- On October 20, 2021, City Council approved the contract with TSK Architects for the architectural engineering services of the Community Response & Resource Center. The scope of work, among other items, included the Pre-Design Services/Concepts Update to determine the programming and services that will be housed in the CRRC and the completion of the final schematic design.
- On August 4, 2021, Fernley City Council approved the American Rescue Plan Act spending plan which \$12,000,000 for the development of a Community Response and Resource Center.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes 338 - Public Works

FINANCIAL IMPLICATIONS:

The design, construction, permitting, and administration of the project is estimated to cost over 21 million dollars. The project includes multiple funding sources including: ARPA funding from the City of Fernley and Lyon County, Community Development Block Grant funding, Congressional Appropriations, and Transient Lodging Tax Funding.

ATTACHMENTS:

1. 2023.11.21 3.0_Owner-CMAR Construction Agreement w Attachments Final 11.21.23 Signed

OWNER-CMAR CONSTRUCTION AGREEMENT

This Owner-CMAR Construction Agreement, between the City of Fernley, Nevada, represented by the listed Owner, hereinafter referred to as "Owner", and the Construction Manager at Risk, hereinafter referred to as "CMAR", is entered into as of the following date:

Execution Date: _____

Project Identification

Project Name: City of Fernley Community Response and Resource Center
Project Address: Fernley, NV 89408 bound by East Main Street (north), Lois Lane (east), Peppertree Lane (south), and a modular home community (west)
Labor Commission PWP No.: LY-2023-468

Owner

City of Fernley, Nevada
595 Silverlace Blvd.
Fernley, NV 89408
(775) 784-9858

CMAR

CORE West, Inc.
7150 Cascade Valley Court
Las Vegas, NV, 89128
(702) 794-0550

ARTICLE 1 GUARANTEED MAXIMUM PRICE

For furnishing all labor, materials, equipment, tools and services and for doing everything required by this Agreement and the other Contract Documents, the Owner will pay and the CMAR shall accept a total sum (Guaranteed Maximum Price) not to exceed:

The CMAR's Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

1) Cost of the Work (excluding General Conditions)	<u>\$14,530,507.00</u>
2) CMAR's General Conditions	<u>\$1,497,629.00</u>
3) CMAR's Fee	<u>\$707,903.00</u>
4) CMAR's Contingency	<u>\$343,253.00</u>
5) Owner's Contingency	<u>\$686,506.00</u>
6) Total Guaranteed Maximum Price	<u>\$17,765,798.00</u>

<u>Savings Split</u>	<u>Owner</u>	<u>CMAR</u>
Percentage Split of Cost of Work Savings	90%	10%
Percentage Split of CMAR's Contingency Savings	90%	10%
Percentage Split of Owner's Contingency	100%	0%
Percentage Split of Unused Allowances	100%	0%

ARTICLE 2 INCORPORATED DOCUMENTS

The Owner and the CMAR mutually agree that the following documents comprise Contract Documents and are incorporated into and made a part of this Agreement by reference:

1. CMAR GMP Proposal
2. CMAR General Conditions of the Contract Dated: May 27, 2022
3. Supplemental CMAR General Conditions (Federally Funded Projects)
4. Wage Rates for Northern Nevada Rural Counties Dated: October 1, 2022 and Davis Beacon Wages NV 20230033 April, 21st 2023
5. Performance and Payment Bonds
6. Drawings Dated: June 12, 2023
7. Specifications Dated: June 12, 2023
8. Addenda A dated 09/08/2023; B dated 09/13/2023
9. Change Orders

ARTICLE 3 CONTRACT TIME

The CMAR shall commence the work on the Project as directed by the Owner in a written Notice to Proceed. After the referenced date of commencement, all work shall be substantially completed and accepted by the State within the number of calendar days stipulated below and as set forth in the Notice to Proceed, after which time, the stipulated liquidated damages provisions shall apply.

Calendar Days: 543

ARTICLE 4 LIQUIDATED DAMAGES

The CMAR agrees that time is of the essence of this Agreement and further agrees to satisfactorily complete the Work in accordance with the Contract Documents and achieve Substantial Completion within the specified contract time plus any adjustments to the Contract Time resulting from approved Change Orders, and failing to do so, agrees to pay, not as a penalty but as liquidated damages, the sum stipulated below for each calendar day in excess of the Contract Time stipulated in this Agreement. Upon Substantial Completion, liquidated damages will not be assessed on the date of Substantial Completion provided the CMAR completes all punch-list work within the time limit stipulated in the Certificate of Substantial Completion. Liquidated damages shall resume if the CMAR does not complete all punch-list work within the time limit stipulated in the Certificate of Substantial Completion.

Liquidated Damages: \$500.00

ARTICLE 5 AGREEMENT MODIFICATIONS

This Agreement constitutes the entire agreement between the parties and may be modified only by a written Change Order executed by the parties.

ARTICLE 6 AGREEMENT TERMS AND CONDITIONS

The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the Contract Documents.

The CMAR agrees to provide all labor materials, equipment, tools and services necessary, and to do everything required by this Agreement and by the Contract Documents, as necessary to complete all Work required for the Project.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents form the agreement between the Owner and the CMAR and are comprised of those documents listed in Article 2 herein. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.

ARTICLE 8 EXAMINATION OF CONTRACT DOCUMENTS

Execution of this Agreement by the CMAR shall constitute the CMAR's representation that the CMAR has examined the contents of the Contract Documents, including, but not limited to, the CMAR General Conditions of the Contract, that he has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 9 FINAL PAYMENT

When the Work and all requirements of the Contract Documents are fully and satisfactorily completed, the Owner will pay to the CMAR a final payment consisting of the remaining unpaid balance of the Contract Sum due the CMAR. The acceptance of the final payment by the CMAR shall constitute a full and final release and waiver of all CMAR claims and rights of claim against the Owner relating or pertaining to the Work.

Acceptance of the final payment by the CMAR shall terminate the Owner-CMAR Construction Agreement after which time the applicable terms and conditions for Warranties and Insurance shall continue to apply. The CMAR indemnification obligation continues after final payment.

ARTICLE 10 STATUTORY REQUIREMENTS

This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

ARTICLE 11 ASSIGNMENT

The CMAR shall neither assign, transfer, nor delegate any rights, obligations, monies, or duties under this Agreement without the prior written consent of the Owner.

ARTICLE 12 USE OF DOCUMENTS

Any drawings, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of his obligations under this Agreement shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the CMAR upon completion, termination, or cancellation of this Agreement. The CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMAR's obligations under this Agreement, without the prior written consent of the Owner.

ARTICLE 13 DISPUTE RESOLUTION

In the event of a dispute between the Owner and the CMAR, the parties shall follow the procedure set forth in Section 3.9 of the CMAR General Conditions. Any legal action brought by the CMAR or his representatives shall be made in Lyon County. In the event of either arbitration or litigation the prevailing party shall be entitled to an award of attorney's fees and costs.

ARTICLE 14 INDEMNIFICATION

To the fullest extent permitted by law, the CMAR shall defend, indemnify, and hold harmless the Owner, the Architect, the Architect's consultants, and the agents and employees of all of them from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the CMAR, a Subcontractor, a supplier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

ARTICLE 15 INDEPENDENT CONTRACTOR

The parties agree that the CMAR is an independent contractor and that this contract is entered into in accordance with Nevada Revised Statutes Section 333.700, which in pertinent part provides that the CMAR is not a State employee, and that there shall be no:

1. Withholding of income taxes by the State,
2. Industrial insurance coverage provided by the State,
3. Participation in group insurance plans which may be available to employees of the State,
4. Participation or contribution by either the independent contractor or the State to the Public Employees Retirement System,
5. Accumulation of vacation leave or sick leave,
6. Unemployment compensation coverage provided by the State if the requirements of Nevada Revised Statutes Section 612.085 for independent contractors are met.

ARTICLE 16 FAIR EMPLOYMENT PRACTICES

In connection with the performance of the Work, the CMAR 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. Such agreement shall include, but not be limited 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 apprenticeship. Any violation of such provision by the CMAR shall constitute a material breach of contract.

The CMAR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

ARTICLE 17 INSURANCE PROVISIONS

A certificate of insurance evidencing the required coverage, as stipulated in the CMAR General Conditions of the Contract, shall be filed with the Owner prior to the CMAR mobilizing onto the project site and prior to commencement of any work on the Project.

ARTICLE 18 FEDERAL FUNDING

In the event federal funds are used for payment of all or part of this Contract:

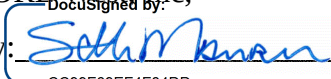
- A. Consultant certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- B. Consultant and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- C. Consultant and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- D. **American Rescue Plan Act:** The Contractor shall comply with all ARPA requirements and all required provisions to be adhered to in accordance with Federal Uniform Guidance. Costs incurred as a result of this contract shall only be for actions taken in response to the COVID-19 public health emergency, the impacts of COVID-19 on the community, residents and businesses and for the efforts to contain COVID-19. These expenditures shall be a direct response to the emergency and include but are not limited to addressing medical or public health needs, as well as expenditures incurred in response to second-order effects of the emergency.
 - i. This contract provides for the CMAR Construction Services for the Community Resource and Response Center. The Community Resource and Response Center will provide a venue for responding to the pandemic with the delivery of vaccines, testing, and other public health needs. Further, the Center will provide programs and resources that address the negative economic impacts from the pandemic including, but not limited to food insecurity, emergency shelter/quarantine, childcare, educational needs, and mental health

support.

- ii. The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. The parties further understand that all billing must be submitted by the 15th day of the subsequent month. Should contractor fail to submit timely bills, Contractor hereby agrees to be liable to the City for any costs of the project not covered by the ARPA Act due to contractor's negligence in billing. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year. Contractor as a contractor shall also maintain the following for tracking purposes:
 1. Chart of accounts, written accounting procedures, internal and administrative controls, accounting journals and ledgers.
 2. Payment requests and source documentation (vendor invoices, bills of lading, purchase orders, payment vouchers, payrolls, bank statements and reconciliations); and
 3. Financial statements, correspondence, and audit files.
 4. In addition to these cost accounting and record-keeping requirements, contractors are also expected to comply with the following list of required flow-down terms. These terms include:
 - a. Equal Employment Opportunity requirements.
 - b. Davis Bacon Act (40 U.S.C. §§ 3141-3148);
 - c. Anti-Kickback Act (40 U.S.C. § 3145);
 - d. Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708);
 - e. Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401);
 - f. Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
 - g. Debarment and Suspension (Executive Orders 12549 and 12689);
 - h. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
 - i. Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act);
 - j. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and
 - k. Domestic preferences for procurements (2 C.F.R. § 200.322).
- iii. Failure to comply with ARPA and other federal, state or local requirements may result in the City of Fernley taking one of the following actions:
 1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency;
 2. Denying both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspending or terminating the contract;
 4. Initiating suspension or debarment proceedings;
 5. Requesting reimbursement for ineligible costs;
 6. Withholding further funds for the project or program; or
 7. Taking other remedies that may be legally available.

Construction Manager at Risk

CORE West, Inc,

By: _____

Print: Seth Maurer

Title: President

Date: 11/28/2023 | 4:46 PM CST

Owner

City of Fernley, Nevada

By: _____

Print: _____

Title: _____

Date: _____

CMAR GMP PROPOSAL

Project Identification

Project Name: City of Fernley Community Response and Resource Center
Project Address: Fernley, NV 89408 bound by East Main Street (north), Lois Lane (east),
Peppertree Lane (south), and a modular home community (west)

The CMAR GMP Proposal shall be submitted at the following location, date, and time:

City of Fernley, Nevada

595 Silverlace Blvd.

Fernley, NV 89408

(775) 784-9858

Date: November 15, 2023
Time: 8:00 AM (local time)

ARTICLE 1 GUARANTEED MAXIMUM PRICE

In accordance with the CMAR GMP Proposal Instructions and Exhibit A, which are attached and incorporated herein by this reference, The CMAR shall provide its Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

1) Cost of the Work (excluding General Conditions)	\$14,530,507.00
2) CMAR’s General Conditions	\$1,497,629.00
3) CMAR’s Fee	\$707,903.00
4) CMAR’s Contingency	\$343,253.00
5) Owner’s Contingency	\$686,506.00
6) Total Guaranteed Maximum Price	\$17,765,798.00

ARTICLE 2 SPLIT OF POTENTIAL SAVINGS

	Owner	CMAR
Percentage Split of Cost of Work Savings	90%	10%
Percentage Split of CMAR’s Contingency Savings	90%	10%
Percentage Split of unused Owner’s Contingency	100%	0%
Percentage Split of unused Allowance (when applicable)	100%	0%

ARTICLE 3 CONTRACT TIME

Contract Time: 543 Calendar Days

ARTICLE 4 LIQUIDATED DAMAGES

Liquidated Damages: \$500.00

ARTICLE 5 ADDENDA ACKNOWLEDGEMENT

Receipt of the following addenda acknowledged:

Addenda Numbered: A dated 09/08/2023; B dated 09/13/2023

ARTICLE 6 GMP PROPOSAL AFFIRMATION

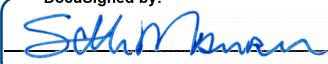
In accordance with the Contract Documents as defined in Article 2 of the Owner-CMAR Pre-Construction Agreement, and the CMAR GMP Proposal Instructions, and the drawings and specifications for the Project, the undersigned CMAR, being duly licensed to perform such work by the Nevada State Contractor's Board, and being thoroughly familiar with all local conditions affecting the cost of the Project, having carefully examined the site, the Contract Documents, drawings, specifications, and any addenda thereto, the CMAR proposes to provide, and to furnish for the costs set forth in Article 1 (Guaranteed Maximum Price), all labor and material, tools, utilities, transportation, equipment, and services required to perform and to complete in a workmanlike manner, all of the Work from the date of the Notice to Proceed, within the established Contract Time, subject to liquidated damages for any excess calendar days as established under Article 3 (Contract Time).

By affixing his signature, the CMAR certifies that this GMP Proposal is submitted in accordance with all of the provisions contained in the CMAR GMP Proposal Instructions, which shall be deemed applicable to the guaranteed maximum price proposed herein.

CMAR SIGNATURE

Construction Manager at Risk

Firm Name: CORE West, Inc

By: 

Print: Seth Maurer

Title: President

Date: 11/28/2023 | 4:46 PM CST

ARTICLE 7 SUBCONTRACTOR LIST

In accordance with the CMAR GMP Proposal Instructions, the CMAR must submit a list including the name of each subcontractor for which the estimated value is at least 1% of the total cost of the public work or \$50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to Nevada Revised Statutes Chapter 624.

The CMAR shall also list any portion of the work for which the estimated value is least 1% of the total cost of the public work or \$50,000, whichever is greater, that the CMAR intends to self-perform.

SUBCONTRACTOR LIST

<u>Description of Work</u>	<u>Subcontractor</u>	<u>License No.</u>
<u>General Requirements</u>	<u>CORE West Inc.</u>	<u>6144A</u>
<u>Earthwork, Utilities, Paving</u>	<u>Aspen Developers Corp.</u>	<u>55758</u>
<u>Landscaping & Irrigation</u>	<u>Legends Landscaping</u>	<u>34452</u>
<u>Site Concrete</u>	<u>Morgan Construction Inc.</u>	<u>48012B</u>
<u>Structural Concrete</u>	<u>NV Concrete and Construction Inc.</u>	<u>73933</u>
<u>Masonry</u>	<u>Kemper & Sons Masonry, Inc.</u>	<u>80356</u>
<u>Structural Steel & Misc. Metals</u>	<u>Corona Steel, Inc.</u>	<u>85569</u>
<u>Membrane Roofing</u>	<u>Commercial Roofers, Inc.</u>	<u>44534</u>
<u>Membrane Roofing</u>	<u>D & D Roofing and Sheetmetal Inc.</u>	<u>54763</u>
<u>Metal Roofing & Wall Panels</u>	<u>Alpine Roofing Co., Inc.</u>	<u>17484</u>
<u>Aluminum, Glass & Glazing</u>	<u>Capital Glass, Inc.</u>	<u>10139</u>
<u>Framing, Drywall, ACT</u>	<u>Western Partitions, Inc.</u>	<u>80775</u>
<u>Painting & Wallcoverings</u>	<u>Custom Painting & Decorating Inc.</u>	<u>31414</u>
<u>Kitchen Equipment</u>	<u>Restaurant and Store Equipment (RESCO)</u>	<u>10109</u>
<u>Plumbing Systems</u>	<u>High Desert Plumbing LLC (dba Johnson Plumbing)</u>	<u>70119</u>
<u>HVAC Systems</u>	<u>Mt. Rose Heating & Air Conditioning</u>	<u>32146</u>
<u>Electrical</u>	<u>Triumph Electric</u>	<u>67820</u>
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CMAR GMP PROPOSAL INSTRUCTIONS

SECTION 1 DEFINITIONS

- 1.1 CMAR: The firm or organization submitting a GMP Proposal to the City of Fernley, Nevada in response to a GMP Request for Proposals. The term CMAR means the Construction Manager at Risk or his authorized representatives.
- 1.2 Work: The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, utility connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the 100% Construction Documents.
- 1.3 GMP Delivery Date: The day established in the CMAR GMP Proposal Form for the submission of the proposal to the City of Fernley, Nevada.
- 1.4 GMP Delivery Time: The time established in the CMAR GMP Proposal Form for the submission of the proposal to the City of Fernley, Nevada.
- 1.5 Contract Documents: The CMAR shall base the Guaranteed Maximum Price upon the Contract Documents, including, the CMAR Fee Proposal, the CMAR GMP Proposal, the Owner-CMAR Construction Agreement, the Performance and Payment Bonds, the CMAR General Conditions of the Contract, the Supplemental General Conditions, the 100% Construction Documents (Drawings and Specifications), the Wage Scales, the Addenda, and these CMAR GMP Proposal Instructions.
- 1.6 Owner: The Owner is the Agency listed in the CMAR Request for Proposals, and shall include his authorized representatives.
- 1.7 Architect: The Architect is the person or organization identified as such in the CMAR Request for Proposals, and shall include his authorized representatives.
- 1.8 Joint Venture GMP: A GMP submitted by two or more contractors who propose to perform the work jointly.
- 1.9 CMAR Acknowledgement: The CMAR acknowledges that the GMP Proposal is based on the Contract Documents listed in the Owner-CMAR Construction Agreement.
- 1.10 Owner's Contingency: The Owner's Contingency belongs solely to the Owner for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of the Owner's Contingency that remains when the Work is completed belongs to the Owner.
- 1.11 CMAR's Contingency: The CMAR's Contingency is an approved amount that may be utilized by the CMAR, at his discretion to cover the Cost of the Work described in the Contract Documents (Cost of the Work defined in Section 7.5.1 of the CMAR General Conditions) and/or to cover the cost of the CMAR's General Conditions (defined in Section 7.5.2 of the CMAR General Conditions) subject to the limitations in Section 7.5.4 of the CMAR General Conditions.
- 1.12 Owner Oversight of CMAR Bidding Procedures: The CMAR acknowledges all of the requirements of Section 3.17 of the CMAR General Conditions of the Contract (Owner Oversight of CMAR Bidding Procedures), the requirements of Nevada Revised Statutes Sections 338.16991 and 338.16995, and the requirements of Nevada Administrative Code Section 338.
- 1.13 First Tier Subcontractor: A person or organization who has a direct contract with the prime contractor to perform any of the Work.

SECTION 2 QUALIFICATIONS OF CMAR AND SUBCONTRACTORS

- 2.1 The CMAR shall be properly licensed by the Nevada State Contractors Board.
- 2.2 The CMAR shall ensure that all sub-bids utilized in preparing his GMP Proposal have been obtained from subcontractors who are properly qualified to perform their portion of the Work pursuant to Nevada Revised Statutes Sections 338.16991 thru 338.16995. A subcontractor named by the CMAR who is not properly qualified for that portion of the work shall be deemed to be unacceptable. No additional compensation shall be paid to the CMAR if the CMAR must substitute a qualified subcontractor for an unqualified subcontractor. See CMAR General Conditions Section 3.17 (CMAR Bidding Procedures).
- 2.3 Any CMAR proposing to submit a Joint Venture proposal shall obtain the written approval of the Nevada State Contractors Board prior to submitting such a proposal.
- 2.4 The CMAR shall demonstrate to the satisfaction of the Owner that he has adequate previous experience in any work that he intends to self-perform and shall also provide evidence that his proposed cost for such work is lower than the other bids received for that work.
- 2.5 Prior to receiving or accepting any payment, each subcontractor must have a valid Nevada business license, pursuant to Nevada Revised Statutes Section 338.072.

SECTION 3 PREPARATION OF GMP PROPOSAL

- 3.1 The CMAR is solely responsible for the proper, complete, and accurate preparation of his GMP Proposal. The failure of the CMAR to comply with these CMAR GMP Proposal Instructions or with the requirements of the other Contract Documents may result in the rejection of the GMP Proposal by the Owner.
- 3.2 The CMAR shall submit a complete, itemized and detailed list of all General Conditions consistent with their Fee Proposal, with their GMP Proposal.
- 3.3 The GMP Proposal shall be submitted on the GMP Proposal Form provided by the Owner.
- 3.4 Where indicated on the GMP Proposal Form the CMAR shall:
 - A. Print or type his name and address.
 - B. List the number of each Addendum received and acknowledged.
 - C. Clearly and legibly print or type the amount of the Guaranteed Maximum Price.
 - D. Sign and date the GMP Proposal Form. Print or type the title of the authorized representative(s) signing the form. The signature(s) must be of an authorized officer of the firm. Refer to Section 5 (Joint Venture) regarding joint venture proposals.
 - E. The CMAR shall submit a printed or typed list naming each subcontractor who will provide labor or a portion of the Work to the CMAR and a description of the portion of the Work which each subcontractor named in the GMP Proposal will complete, with an estimated value of at least 1% of the total cost of the public work, or \$50,000, whichever is greater, and the number of the license issued to the subcontractor by the Nevada State Contractors Board. The CMAR shall also list any portion of the work with an estimated value of at least 1% of the total cost of the public work or \$50,000, whichever is greater, that the CMAR intends to self-perform.
 - F. The CMAR shall not substitute a subcontractor who is named in the GMP Proposal, unless such substitution complies with Nevada Revised Statutes Section 338.16995.

- 3.5 Within 10 working days after the bid opening the CMAR shall submit a complete list of the subcontractors with a scope of work with an estimated value that is at least 1% of the total cost of the public work or \$50,000, whichever is greater. Within 15 working days after the bid opening the CMAR shall submit the GMP Proposal. See Article 4 in the Owner-CMAR Pre-Construction Agreement for additional information and requirements related to submission of the GMP Proposal and the list of subcontractors.
- 3.6 The GMP shall be based on providing the materials and equipment specified in the Contract Documents. The determination of whether material or equipment is equal to that specified is the responsibility of the Architect or Engineer, and the CMAR agrees to abide with his decision if his GMP Proposal is accepted. The CMAR shall not prepare a GMP Proposal in anticipation of substitutions to specified materials or equipment being accepted.
- 3.7 Materials and equipment for which there is no installation procedure noted in the Contract Documents shall be installed in conformance with the manufacturer's written instructions.
- 3.8 The CMAR may request interpretations or clarifications of the 100% Construction Documents at any time prior to seventy-two hours before the GMP Delivery Time by making a written request to the Architect, who may then issue a written addendum to the CMAR prior to the stipulated GMP Proposal Delivery Time. No interpretation, clarification, or change in the 100% Construction Documents will be binding on the Owner unless it is included in an addendum. It is the sole responsibility of the CMAR to ensure that he has received all addenda issued, and he shall acknowledge receipt of each addenda on the GMP Proposal Form.
- 3.9 The CMAR shall be solely responsible to inform himself fully of all conditions relating to the Contract Documents and the Work prior to submitting his GMP Proposal.
- 3.10 All applicable State laws, County ordinances, and the rules and regulations of local and State authorities having jurisdiction over the Work, shall apply to the Work as if repeated in full in the Contract Documents. The CMAR's attention is directed to those portions of the Contract Documents which govern insurance, wage rates, allowances, equal employment opportunity, inspection and testing of materials, liquidated damages, and contract time.
- 3.11 Prevailing wage rates as established by the Office of the Nevada Labor Commissioner shall be paid on this Project. The applicable wage rates must be posted at the site of the Project in a place generally visible to the workmen.

SECTION 4 JOINT VENTURE

- 4.1 In the event that a GMP Proposal is made by two or more firms as a joint venture, such proposals shall be submitted in strict accordance with Nevada Revised Statutes Section 624.290, State Contractor License Law, and the Rules and Regulations of the State Contractors Board.
- 4.2 All proposals submitted as a joint venture must be signed by an authorized officer of each firm to the joint venture and shall include the Nevada State Contractors license number of each party to the joint venture.

SECTION 5 SUBMISSION OF GMP PROPOSAL

- 5.1 The GMP Proposal shall consist of the properly completed GMP Proposal Form and the required Subcontractor list.
- 5.2 In submitting a GMP Proposal, the CMAR represents that:
- A. He has carefully checked the GMP Proposal, and will enter into the Owner-CMAR Construction Agreement in accordance with its terms and conditions and in accordance with the terms and conditions of the other Contract Documents.
 - B. The GMP Proposal is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person other than the CMAR.
 - C. He has read and understands the Contract Documents, and is thoroughly familiar with all requirements of the Work.
 - D. He has informed himself fully of the conditions relating to the construction of the Project. Failure to do so will not relieve the CMAR of his obligation to furnish all material and labor necessary to carry out the Work in accordance with the Contract Documents.
 - E. He has informed himself fully that his Nevada State Contractors License is acceptable to the Nevada State Contractors Board for the type of work covered by the GMP Proposal.
- 5.3 The right is reserved by the Owner to reject the GMP Proposal should it be deemed not to be best for the interest of the City of Fernley, Nevada.

SECTION 6 PRINTING OF DOCUMENTS FOR CMAR'S USE

- 6.1 The CMAR will be responsible for all costs associated with printing and distributing sets of the documents for his use and for the use of all subcontractors and suppliers. Determining the appropriate number of sets will be the CMAR's responsibility (to ensure appropriate distribution as required for successful completion of the work).

Exhibit A.1
**City of Fernley Community Response &
Resource Center (CRRC)**
Draft GMP November 15, 2023

#	Description		Draft GMP
	GENERAL REQUIREMENTS		\$380,284
TSR	Temporary Site Construction Requirements		\$224,840
TBR	Temporary Building Construction Requirements		\$155,444
	DEMOLITION / OFF-SITE INFRASTRUCTURE		\$0
	SITE WORK (ROUGH)		\$2,450,928
7	Horizontal Survey & Staking		\$71,125
8	Site Clearing & Demo, Earthwork, Utilities, Paving		\$2,279,860
10	Dust Control		\$78,743
11	SWPPP / Erosion Control		\$21,200
	SITE WORK (FINISH)		\$946,679
15	Landscaping & Irrigation		\$530,551
16	Fencing and Gates		\$85,143
23	Site Concrete		\$330,985
	STRUCTURE		\$2,092,667
27	Structural Layout & Coordination		\$29,536
29	Building Concrete		\$414,981
30	Masonry		\$984,809
32	Structural Steel & Misc. Metals		\$560,291
35	Rough Carpentry		\$103,050
	ENCLOSURE		\$1,485,068
37	Waterproofing & Dampproofing		\$15,934
39	Caulking and Sealants		\$44,200
43	Thermal and Sound Insulation		\$149,947
44	Membrane Roofing		\$288,000
45	Metal Roofing & Wall Panels		\$627,937
50	Aluminum, Glass and Glazing		\$359,050
	INTERIOR FINISHES		\$2,104,946
55	Interior Layout & Coordination		\$17,704
56	Doors, Frames and Hardware		\$135,006
59	Finish Carpentry / Millwork		\$154,146
61	Metal Studs, Drywall, & Acoustical Treatments		\$1,207,155
62	Paint & High-Performance Coatings		\$182,530
65	Carpet and Resilient Flooring		\$99,693
67	Epoxy & Fluid-Applied Flooring		\$97,195
68	Concrete Finishing		\$44,200
69	Tile Walls		\$99,067
70	Progressive & Final Clean Requirements		\$68,250

#	Description		Draft GMP
	SPECIALTIES		\$169,085
71	Building Signage		\$94,306
72	Wall and Door Protection		\$52,560
74	Building Specialties		\$11,419
77	Visual Display Boards		\$10,800
	EQUIPMENT		\$787,987
84	Commercial Kitchen Equipment		\$659,000
89	Window Blinds and Shades		\$128,987
	MEP SYSTEMS		\$3,312,470
98	Fire Sprinkler Systems		\$108,680
99	Plumbing Systems		\$672,700
100	HVAC Systems & Controls		\$931,200
102	Test & Balance		\$13,890
103	Electrical, Low Voltage, & Fire Alarm Systems		\$1,558,000
104	Temporary Conditioning Requirements		\$28,000

Subtotal		\$13,730,112
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	CONTINGENCIES & ALLOWANCES		SUB TOTAL
2.50%	Contractor Construction Contingency		\$343,253
5.00%	Owner's Contingency		\$686,506
LS	Allowance #1: Right-Turn Deceleration Lane		\$100,000
LS	Allowance #2: Plan Check Review Comments		\$200,000

Subtotal		\$15,059,871
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	GENERAL CONDITIONS		SUB TOTAL
LS	General Conditions		\$1,426,566
LS	Warranty Service		\$71,063

Subtotal		\$16,557,500
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RATE	INSURANCE, BONDS, AND BUILDERS RISK		SUB TOTAL
	General Liability		\$177,658
	Subcontractor Default Insurance		\$184,228
	Payment and Performance Bond		\$119,031
	Builders Risk Insurance		\$19,478

Subtotal		\$17,057,895
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RATE	CONTRACTOR'S FEE		SUB TOTAL
4.15%	Construction Manager At Risk Fee		\$707,903

Subtotal		\$17,765,798
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Guaranteed Maximum Price Total	\$17,765,798
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Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 15, 2023



Fernley, NV

The Basis of GMP is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Guaranteed Maximum Price (GMP) dated November 15, 2023. The GMP is presented in a ten group, systems format best utilized for analyzing and comparing project costs during design and preconstruction. This GMP is based on CORE's incorporation of the scope shown on the 100% construction documents dated June 12, 2023, and the scope clarifications below.

Schedule

- Building permit is to be procured and in hand prior to Building Construction start. CMAR shall be granted an extension of time for delays resulting from not having an approved building permit(s) in place on the anticipated start date.
- CMAR anticipates normal working hours 7:00 AM to 3:30 PM, Monday through Friday. No Weekend work anticipated at this time.
- This GMP is based upon performance of the work per the enclosed Construction Schedule, which is an integral part of this proposal.

Project Milestones:

- Anticipated Notice to Proceed (NTP): 11/21/2023
- Anticipated Substantial Completion Date: 5/16/2025
- Anticipated Final Completion Date: 6/16/2025

Weather

The following table represents a mutual understanding of the number of reasonable days of adverse weather per month where no weather dependent, critical path construction activities may occur due to unworkable field conditions. CMAR has assumed the risk to make up for lost days per month in accordance with this table.

CMAR shall be granted an extension of time for delays resulting from additional lost days per calendar month beyond what is illustrated in this table. The lost days illustrated in this schedule are per calendar month and shall not accrue from month to month.

Month	Number of Anticipated Days of Adverse Weather Per Month	Average Rainfall
April '24	2	0.57
May '24	1	0.44
June '24	0	0.52
July '24	0	0.20
August '24	1	0.21

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 15, 2023



Fernley, NV

September '24	1	0.26
October '24	2	0.65
November '24	3	0.66
December '24	4	1.37
January '25	4	1.23
February '25	4	0.95
March '25	3	0.62
April '25	2	0.57
May '25	1	0.44
June '25	0	0.52

Cost

This GMP is based on current Davis-Bacon and Nevada Rural Counties Prevailing Wage Rates, factoring the higher of the two wage rates where applicable and required, including Nevada sales tax. The GMP value provided in the proposal includes all direct and indirect construction costs, but does not include design professional fees, permits and plan review fees, utility connection fees, land acquisition costs, "loose" furniture, fixtures and equipment (FF&E), or special inspections.

Contingency

- **CMAR Construction Contingency** – CMAR Construction Contingency is included in this proposal and is intended to be used at CMAR's discretion to cover costs that have not been completely identified as trade specific scope on the GMP construction documents which may require further clarification or coordination. These costs include, but are not limited to, scope gap, coordination issues between trades, and missed scope during the bidding process. The CMAR Construction Contingency is not intended to account for design revisions or additional scope requests by the design / owner during construction.
- **Owner Project Contingency** – CMAR is carrying an Owner Contingency within the estimated construction costs of this project. This contingency is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions and/or additional scope requests made by the owner and/or design team.

Allowances

We have included the Allowances listed below in this GMP. These Allowances are an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. A reasonable estimate for an assumed scope and quality is included as a placeholder. The Owner receives the savings for any amount under the allocation and is at risk for any amount over the allocation.

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 15, 2023



Fernley, NV

- **Allowance #1 – Right-turn Deceleration Lane**

- Includes an allowance for costs associated with the addition of a required Right-turn Deceleration Lane from E. Main St. to Lois Ln. as well as final Review Comments by the City, Authorities Having Jurisdiction (AHJs), and Design/Engineering entities that have not been incorporated into the GMP construction documents which may require further clarification or coordination.

- **Allowance #2 – Plan Check Review Comments**

- Includes an allowance for costs associated with Lois Lane improvements, final Plan Check and Permitting Review Comments by the City, Authorities Having Jurisdiction (AHJs), and Design/Engineering entities that have not been incorporated into the GMP construction documents which may require further clarification or coordination.

Hourly Rates

The following agreed to hourly rates will be used to determine and define "Actual Costs". The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
Project Management:		
Director of Operations	180	-
Project Director	155	-
Sr. Project Manager	142	-
Project Manager	118	-
Assistant Project Manager	105	-
Project Engineer	90	-
MEP QC Manager	125	-
BIM Manager	110	-
Contracts Manager	88	-
Assistant Contracts Manager	67	-
Project Coordinator	88	-
Project Accountant	88	-
Intern	44	66
Field Operations:		
General Superintendent	155	-
Superintendent	125	-
Asst. Superintendent	105	-
Carpenters	90	135
Laborers	90	135

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 15, 2023



Fernley, NV

General Assumptions

- This GMP is considered lump sum, not line itemed. Scope values are provided for transparency and as a contract schedule of values.
- CMAR's proposal is for construction costs only, unless otherwise specified.
- All concrete pours are assumed to be early morning pours. If the authorities having jurisdiction do not allow early morning pours, the concrete pour sequence would be extended which would affect the critical path of the schedule.
- The Owner will have all necessary leasing or ownership agreements for the property in place in advance of the anticipated start date. CMAR shall be granted an extension of time for delays resulting and potential adjustment of the GMP via change order if accelerating the schedule is required resulting from the Client not having all necessary property procurement documentation and legal action complete prior to mobilization.
- Due to current volatile market conditions, all parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to abnormal price increase due to circumstances beyond the control of the CMAR. CMAR understands that it is our duty to closely manage the procurement process to ensure that contract issuance, submittal approval, and material ordering are executed as expeditiously as possible. Any unanticipated cost increase will be evaluated on a case-by-case basis and be quantified in a manner mutually agreeable to all parties. Any potential change in cost shall be presented to the Owner per section 2.4.4 "Changes in the Work & Change Order Mark-Ups" from the General Conditions of the Contract.
- CMAR will coordinate the work with the Owner's contractors and agencies, for example NV Energy, AT&T/Charter, water and sewer companies, etc., with their respective scopes as it pertains to this project. The Owner will provide direction related to any conflict. The project schedule has been developed assuming these contractors/agencies will be able to meet all required scheduled installation and/or utility turn-on dates and these dates will be communicated through the Owner. Any costs due to changes made by the permitting agencies after submission of the GMP will require a change order.
- CMAR does not warrant or guarantee that the Contract Documents comply with Authorities Having Jurisdiction (AHJ), or local regulations or requirements. This is the responsibility of the Architect and we assume all requirements have been incorporated into the Contract Documents.
- Mechanical and electrical systems components will become operational before Substantial Completion and/or commencement of commissioning. CMAR will require the use of certain components of these systems as they become available for use in temporary climatization of the building as well as temporary construction heating, cooling, and supply/waste discharge, etc. The warranties for any such equipment and/or systems will still commence upon Substantial Completion per the terms of the contract.

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 15, 2023



Fernley, NV

- This GMP excludes costs for any and all design changes to meet the Build America, Buy America (BABA) Act. CMAR does not guarantee all specified materials and products as designed in the bid documents are compliant with the BABA Act, but will work with the City of Fernley, TSK Architects, and Trade Partners to ensure that all BABA Act requirements are documented and tracked appropriately for compliance purposes. Should a material substitution be necessary to comply with the BABA Act, any potential change in cost shall be presented to the Owner per section 2.4.4 "Changes in the Work & Change Order Mark-Ups" from the General Conditions of the Contract.

Specific Exclusions

- Soils Investigations, Hazardous material remediation / encapsulation (lead, asbestos, mold, etc.)
- "Loose" furniture, fixtures, and equipment (FF&E), such as tables, chairs, or desks.
- Special systems other than fire alarm not specifically indicated in the schedule of values.
- Power company / communication companies (telephone / internet) / gas company costs other than trenching, backfill, conduits and coordination.
- Salvaging and relocation of any existing equipment or furnishings, unless other specified.
- Bathroom specialties except as noted to be OFCI.
- Servers and equipment except as specifically noted in the GMP setting documents.
- Waste/Recycling Equipment or Trash Compactor.
- Televisions, assumed to be by Owner.
- Train Depot Roofing/remodel or Restroom Addition/remodel assumed separate projects.
- Intumescent Painting or Spray Fireproofing.
- Excludes concrete pads per note 15 on sheet AS1.01. These are not detailed or noted on the landscape sheets. CORE's understanding is that these pads are for future or not in contract projects.
- Building Automated Controls or Building Management System. Includes Controls that are integral with Mechanical and Electrical/Lighting Equipment as specified.
- Testing and inspection services of special inspectors.
- Services of a commissioning agent.
- Drone Aerials and Final Photos.
- Earthquake insurance coverage. If this is determined to be required, the amount to include this insurance is \$78,488 plus related markups.

Other scope specific Assumptions and Clarifications:

SITE WORK (ROUGH)

008 | SITE CLEARING, DEMO, EARTHWORK, UTILITIES, AND ASPHALT PAVING

- Any off-site or additional work not shown in the Construction Documents is included in Allowances #1 and #2.

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 15, 2023



Fernley, NV

SITE WORK (FINISH)

023 | SITE CONCRETE

- Any off-site or additional work not shown in the Construction Documents is included in Allowances #1 and #2.

STRUCTURE

029 | BUILDING CONCRETE

- Conflicting details: Interior slab curbs are figured per Structural typical detail 5 on sheet S0.2, not per Architectural detail 3 on sheet A2.31.

MPE SYSTEMS

100 | HVAC SYSTEMS & CONTROLS

- Includes double-wall insulated exterior shop-fabricated ductwork specified in section 23 31 20 – 2.3 in lieu of Therma duct per specification section 23 31 20 – 2.2.



Exhibit A.3
Construction Schedule

ID	Task Name	Duration	Start	Finish	2023 Nov	Dec	Qtr 1, 2024 Jan	Feb	Mar	Qtr 2, 2024 Apr	May	Jun	Qtr 3, 2024 Jul	Aug	Sep	Qtr 4, 2024 Oct	Nov	Dec	Qtr 1, 2025 Jan	Feb	Mar	Qtr 2, 2025 Apr	May	Jun
0	City of Fernley Community Response and Res	406 d	Wed 11/8/23	Mon 6/16/25																				
1	Construction	406 d	Wed 11/8/23	Mon 6/16/25																				
3	Contract Issuance and NTP	0 d	Tue 11/21/23	Tue 11/21/23	◆ 11/21																			
4	Administrative Start	0 d	Tue 11/21/23	Tue 11/21/23	◆ 11/21																			
5	Procurement	335 d	Tue 11/21/23	Tue 3/18/25																				
6	Submittals	45 d	Tue 11/21/23	Fri 1/26/24																				
20	Submittal Review	45 d	Thu 12/14/23	Fri 2/16/24																				
34	Long Lead Material Procurement	305 d	Mon 1/8/24	Tue 3/18/25																				
50	Construction Start	0 d	Thu 4/18/24	Thu 4/18/24	◆ 4/18																			
51	Rough Site Construction	78 d	Fri 4/19/24	Thu 8/8/24																				
72	Building Construction	261 d	Wed 5/8/24	Fri 5/16/25																				
73	Structure	118 d	Wed 5/8/24	Wed 10/23/24																				
84	Enclosure	65 d	Thu 10/24/24	Tue 1/28/25																				
94	Interior	143 d	Thu 10/24/24	Fri 5/16/25																				
121	Building Systems	42 d	Mon 3/17/25	Tue 5/13/25																				
64	Off-site Construction (Lois Lane)	32 d	Wed 5/15/24	Fri 6/28/24																				
130	2024 Finish Site Construction - Common Areas	30 d	Thu 9/12/24	Wed 10/23/24																				
137	2025 Finish Site Construction - Site Improvements	50 d	Mon 3/3/25	Fri 5/9/25																				
149	Substantial Completion	0 d	Fri 5/16/25	Fri 5/16/25	◆ 5/16																			
150	Complete Punch List	10 d	Mon 5/19/25	Mon 6/2/25																				
151	Contractual Close Out	20 d	Mon 5/19/25	Mon 6/16/25																				
152	Final Completion	0 d	Mon 6/16/25	Mon 6/16/25	◆																			

Task

Milestone

◆

Summary

Project Summary

Deadline

Critical

↓

Progress



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
(CRRC)
CORE Project No: 22-10-001

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 01	General Requirements				
11000	Summary	12-Jun-23	None	22-Aug-23	None
12500	Substitution Procedures	12-Jun-23	None	22-Aug-23	None
12600	Contract Modification Procedures	12-Jun-23	None	22-Aug-23	None
12613	Request for Information	12-Jun-23	None	22-Aug-23	None
13000	Administrative Requirements	12-Jun-23	None	22-Aug-23	None
13300	Submittal Requirements	12-Jun-23	None	22-Aug-23	None
13216	Construction Progress Schedule	12-Jun-23	None	22-Aug-23	None
14000	Quality Requirements	12-Jun-23	None	22-Aug-23	None
14100	Regulatory Requirements	12-Jun-23	None	22-Aug-23	None
15000	Temporary Facilities and Controls	12-Jun-23	None	22-Aug-23	None
16000	Product Requirements	12-Jun-23	None	22-Aug-23	None
17300	Execution Requirements	12-Jun-23	None	22-Aug-23	None
17419	Construction Waste Management and Disposal	12-Jun-23	None	22-Aug-23	None
17510	Electrical Systems Commissioning	12-Jun-23	None	22-Aug-23	None
17800	Closeout Submittals and Procedures	12-Jun-23	None	22-Aug-23	None
17836	Warranties and Bonds	12-Jun-23	None	22-Aug-23	None
17900	Demonstration and Training	12-Jun-23	None	22-Aug-23	None
19113	General Commissioning Requirements	12-Jun-23	None	22-Aug-23	None
Division 02	Existing Conditions/Site	12-Jun-23	None	22-Aug-23	None
24126	Selective Electrical Demolition	12-Jun-23	None	22-Aug-23	None
Division 03	Concrete	12-Jun-23	None	22-Aug-23	None
33000	Cast-in-Place Concrete	12-Jun-23	None	22-Aug-23	None
33511	Concrete Floor Finishes	12-Jun-23	None	22-Aug-23	None
Division 04	Masonry	12-Jun-23	None	22-Aug-23	None
42000	Unit Masonry	12-Jun-23	None	22-Aug-23	None
Division 05	Metals	12-Jun-23	None	22-Aug-23	None
51200	Structural Steel Framing	12-Jun-23	None	22-Aug-23	None
52100	Steel Joist Framing	12-Jun-23	None	22-Aug-23	None
53100	Steel Decking	12-Jun-23	None	22-Aug-23	None
54000	Cold-Formed Metal Framing	12-Jun-23	None	22-Aug-23	None
55000	Metal Fabrications	12-Jun-23	None	22-Aug-23	None
55133	Metal Ladders	12-Jun-23	None	22-Aug-23	None
Division 06	Wood, Plastics, and Composites	12-Jun-23	None	22-Aug-23	None
61000	Rough Carpentry	12-Jun-23	None	22-Aug-23	None
64100	Architectural Casework	12-Jun-23	None	22-Aug-23	None
64200	Wood Paneling	12-Jun-23	None	22-Aug-23	None
66116	Solid Surfacing Fabrications	12-Jun-23	None	22-Aug-23	None
66 400	Fiber Reinforced Plastic (FRP) Paneling	12-Jun-23	None	22-Aug-23	None
Division 07	Thermal and Moisture Protection	12-Jun-23	None	22-Aug-23	None
71300	Sheet Waterproofing	12-Jun-23	None	22-Aug-23	None
72100	Building Insulation	12-Jun-23	None	22-Aug-23	None
72500	Weather Barriers	12-Jun-23	None	22-Aug-23	None
74113.01	Metal Roof and Wall Panels	12-Jun-23	None	22-Aug-23	None
74243	Composite Wall Panels	12-Jun-23	None	22-Aug-23	None
75419	Polyvinyl-Chloride Roofing	12-Jun-23	None	22-Aug-23	None
76200	Sheet Metal Flashing and Trim	12-Jun-23	None	22-Aug-23	None
77113	Prefabricated Flashing and Trim	12-Jun-23	None	22-Aug-23	None
77200	Roof Accessories	12-Jun-23	None	22-Aug-23	None
79200	Joint Sealants	12-Jun-23	None	22-Aug-23	None
Division 08	Openings	12-Jun-23	None	22-Aug-23	None
81113	Hollow Metal Doors and Frames	12-Jun-23	None	22-Aug-23	None
83100	Access Doors and Panels	12-Jun-23	None	22-Aug-23	None
84313	Aluminum-Framed Entrances and Storefronts	12-Jun-23	None	22-Aug-23	None
87100	Door Hardware	12-Jun-23	None	22-Aug-23	None
88000	Glazing	12-Jun-23	None	22-Aug-23	None
Division 09	Finishes	12-Jun-23	None	22-Aug-23	None
90561	Common Work Results for Flooring Preparation	12-Jun-23	None	22-Aug-23	None
92116	Gypsum Board Assemblies	12-Jun-23	None	22-Aug-23	None
92216	Non-Structural Metal Framing	12-Jun-23	None	22-Aug-23	None
93000	Tiling	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
(CRRC)
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
95100	Acoustical Ceilings	12-Jun-23	None	22-Aug-23	None
96500	Resilient Flooring, Wall Base and Accessories	12-Jun-23	None	22-Aug-23	None
96723	Resionus Flooring Systems	12-Jun-23	None	22-Aug-23	None
96813	Tile Carpeting	12-Jun-23	None	22-Aug-23	None
97213	Digital Printed Vinyl Wallcovering	12-Jun-23	None	22-Aug-23	None
99000	Painting and Coating	12-Jun-23	None	22-Aug-23	None
99600	Anti-Graffiti Coatings	12-Jun-23	None	22-Aug-23	None
Division 10	Specialties	12-Jun-23	None	22-Aug-23	None
101100	Visual Display Units	12-Jun-23	None	22-Aug-23	None
101124	Tackable Wall Systems	12-Jun-23	None	22-Aug-23	None
101400	Signage	12-Jun-23	None	22-Aug-23	None
102601	Wall and Corner Guards	12-Jun-23	None	22-Aug-23	None
102800	Toilet Room Accessories	12-Jun-23	None	22-Aug-23	None
104300	Emergency Aid Specialties	12-Jun-23	None	22-Aug-23	None
104400	Fire Protection Specialties	12-Jun-23	None	22-Aug-23	None
107500	Flagpoles	12-Jun-23	None	22-Aug-23	None
Division 11	Equipment	12-Jun-23	None	22-Aug-23	None
114000	Foodservice Equipment	12-Jun-23	None	22-Aug-23	None
Division 12	Furnishings	12-Jun-23	None	22-Aug-23	None
122400	Window Shades	12-Jun-23	None	22-Aug-23	None
12 9300	Site Furnishings	12-Jun-23	None	22-Aug-23	None
Division 13	Special Construction	12-Jun-23	None	22-Aug-23	None
	Not Used	12-Jun-23	None	22-Aug-23	None
Division 14	Conveying Equipment	12-Jun-23	None	22-Aug-23	None
	Not Used	12-Jun-23	None	22-Aug-23	None
Division 21	Fire Suppression	12-Jun-23	None	22-Aug-23	None
210000	Fire Suppression Systems	12-Jun-23	None	22-Aug-23	None
210530	Hangers and Supports for Fire Suppression Systems	12-Jun-23	None	22-Aug-23	None
210540	Seismic Bracing for Fire Suppression Systems	12-Jun-23	None	22-Aug-23	None
Division 22	Plumbing	12-Jun-23	None	22-Aug-23	None
220000	Plumbing	12-Jun-23	None	22-Aug-23	None
220500	Basic Materials and Methods for Plumbing	12-Jun-23	None	22-Aug-23	None
220520	Operation and Maintenance of Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220530	Hangers and Supports for Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220540	Seismic Bracing for Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220700	Plumbing Insulation	12-Jun-23	None	22-Aug-23	None
220800	Testing, Adjusting, and Balancing of Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220900	Plumbing Fixtures and Trim	12-Jun-23	None	22-Aug-23	None
221000	Facility Water Distribution	12-Jun-23	None	22-Aug-23	None
221300	Facility Sanitary Sewerage	12-Jun-23	None	22-Aug-23	None
221400	Facility Storm Drainage	12-Jun-23	None	22-Aug-23	None
221500	Facility Natural Gas Systems	12-Jun-23	None	22-Aug-23	None
223400	Gas Fire Domestic Water Heaters	12-Jun-23	None	22-Aug-23	None
Division 23	Heating, Ventilating, and Air Conditioning	12-Jun-23	None	22-Aug-23	None
230000	Heating, Ventilating, and Air Conditioning	12-Jun-23	None	22-Aug-23	None
230500	Basic Materials and Methods for HVAC	12-Jun-23	None	22-Aug-23	None
230520	Operation and Maintenance of HVAC Systems	12-Jun-23	None	22-Aug-23	None
230530	Hangers and Supports for HVAC Systems	12-Jun-23	None	22-Aug-23	None
230540	Seismic Bracing for HVAC Systems	12-Jun-23	None	22-Aug-23	None
230700	HVAC Insulation	12-Jun-23	None	22-Aug-23	None
230800	Testing, Adjusting, and Balancing of HVAC Systems	12-Jun-23	None	22-Aug-23	None
231600	Facility Natural Gas Systems	12-Jun-23	None	22-Aug-23	None
233100	HVAC Ductwork	12-Jun-23	None	22-Aug-23	None
233110	HVAC Ductwork Accessories	12-Jun-23	None	22-Aug-23	None
233120	Exterior Ductwork	12-Jun-23	None	22-Aug-23	None
233400	HVAC Fans and Hoods	12-Jun-23	None	22-Aug-23	None
233700	Air Outlets and Inlets	12-Jun-23	None	22-Aug-23	None
238300	Rooftop Packaged Gas-Electric Unit (3-10 Tons)	12-Jun-23	None	22-Aug-23	None
238600	Split System Air Conditioning Systems	12-Jun-23	None	22-Aug-23	None
238900	Electrical Heaters	12-Jun-23	None	22-Aug-23	None
Division 26	Electrical	12-Jun-23	None	22-Aug-23	None
260001	Electrical General Provisions	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
(CRRC)
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
260002	Electrical Submittals	12-Jun-23	None	22-Aug-23	None
260003	Temporary Electrical Facilities for Construction	12-Jun-23	None	22-Aug-23	None
260503	Equipment Wiring Connections	12-Jun-23	None	22-Aug-23	None
260519	Low-Voltage Electrical Power Conductors and Cables	12-Jun-23	None	22-Aug-23	None
260526	Grounding and Bonding for Electrical Systems	12-Jun-23	None	22-Aug-23	None
260529	Hangers and Supports for Electrical Systems	12-Jun-23	None	22-Aug-23	None
260530	Seismic Protection	12-Jun-23	None	22-Aug-23	None
260533	Raceway and Boxes for Electrical Systems	12-Jun-23	None	22-Aug-23	None
260553	Electrical Identification	12-Jun-23	None	22-Aug-23	None
260573	Overcurrent Protection Device Coordination Study	12-Jun-23	None	22-Aug-23	None
260923	Lighting Control Devices	12-Jun-23	None	22-Aug-23	None
262200	Low-Voltage Transformers	12-Jun-23	None	22-Aug-23	None
262413	Switchboards	12-Jun-23	None	22-Aug-23	None
262416	Panelboards	12-Jun-23	None	22-Aug-23	None
262716	Electrical Cabinets and Enclosures	12-Jun-23	None	22-Aug-23	None
262726	Wiring Devices	12-Jun-23	None	22-Aug-23	None
262813	Fuses	12-Jun-23	None	22-Aug-23	None
262819	Enclosed Switches	12-Jun-23	None	22-Aug-23	None
262916	Enclosed Contractors	12-Jun-23	None	22-Aug-23	None
263323	Central Lighting Inverter System	12-Jun-23	None	22-Aug-23	None
263556	Surge Protective Devices	12-Jun-23	None	22-Aug-23	None
263600	Manual Transfer Switches	12-Jun-23	None	22-Aug-23	None
265100	Interior Lighting	12-Jun-23	None	22-Aug-23	None
265600	Exterior Lighting	12-Jun-23	None	22-Aug-23	None
266000	Electrical Systems Testing	12-Jun-23	None	22-Aug-23	None
Division 27	Communications	12-Jun-23	None	22-Aug-23	None
270500	Basic Telecommunications Requirements	12-Jun-23	None	22-Aug-23	None
270526	Grounding and Bonding for Communications Systems	12-Jun-23	None	22-Aug-23	None
270528	Pathways for Communications Systems	12-Jun-23	None	22-Aug-23	None
270544	Sleeves and Sleeve Seals for Communications Pathways and Cabling	12-Jun-23	None	22-Aug-23	None
271000	Structured Cable Systems	12-Jun-23	None	22-Aug-23	None
271100	Communications Equipment Room Fittings	12-Jun-23	None	22-Aug-23	None
271116	Communications Cabinets and Racks	12-Jun-23	None	22-Aug-23	None
271300	Communications Backbone Cabling	12-Jun-23	None	22-Aug-23	None
271500	Communications Horizontal Cabling	12-Jun-23	None	22-Aug-23	None
274100	Audio Video Systems	12-Jun-23	None	22-Aug-23	None
Division 28	Electronic Safety and Security	12-Jun-23	None	22-Aug-23	None
281300	Access Control	12-Jun-23	None	22-Aug-23	None
281333	Lockdown - Lockout Systems	12-Jun-23	None	22-Aug-23	None
281600	Intrusion Detection	12-Jun-23	None	22-Aug-23	None
282000	Video Surveillance	12-Jun-23	None	22-Aug-23	None
283100	Fire Detection and Alarm	12-Jun-23	None	22-Aug-23	None
Division 31	Earthwork	12-Jun-23	None	22-Aug-23	None
311000	Site Clearing	12-Jun-23	None	22-Aug-23	None
312200	Earth Moving	12-Jun-23	None	22-Aug-23	None
313000	Excavation, Backfilling, and Compacting for Utilities	12-Jun-23	None	22-Aug-23	None
314000	Graded Crushed Aggregate Base Course	12-Jun-23	None	22-Aug-23	None
Division 32	Exterior Improvements	12-Jun-23	None	22-Aug-23	None
320190	Landscape Maintenance	12-Jun-23	None	22-Aug-23	None
321216	Asphalt Paving	12-Jun-23	None	22-Aug-23	None
321220	Pavement Markings and Signage	12-Jun-23	None	22-Aug-23	None
321313	Concrete Items	12-Jun-23	None	22-Aug-23	None
321373	Concrete Paving Joint Sealants	12-Jun-23	None	22-Aug-23	None
321540	Decomposed Granite Pavement	12-Jun-23	None	22-Aug-23	None
323113	Chain Link Fences and Gates	12-Jun-23	None	22-Aug-23	None
324200	Precast Storm Concrete Items	12-Jun-23	None	22-Aug-23	None
328400	Planting Irrigation	12-Jun-23	None	22-Aug-23	None
329113	Landscape Soil Preparation	12-Jun-23	None	22-Aug-23	None
329300	Planting	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
(CRRC)
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 33	Utilities	12-Jun-23	None	22-Aug-23	None
331130	Facility Water Distribution	12-Jun-23	None	22-Aug-23	None
334100	Storm and Sewer Utility Drainage Pipe	12-Jun-23	None	22-Aug-23	None
DRAWINGS					
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
G0.01	GENERAL ACCESSIBILITY DETAILS	12-Jun-23	None	22-Aug-23	None
G1.01	LIFE SAFETY PLAN	12-Jun-23	None	22-Aug-23	None
C1.00	NOTES	12-Jun-23	None	22-Aug-23	None
C1.01	(E) CONDITIONS & DEMOLITION	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.00	SITE PLAN NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.01	SITE PLAN SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.02	HORIZONTAL CONTROL NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.03	HORIZONTAL CONTROL SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C3.00	UTILITY PLAN NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C3.01	UTILITY PLAN SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C4.00	GRADING PLAN NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C4.01	GRADING PLAN SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C4.02	PEDESTRIAN RAMPS GRADING	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.00	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.01	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.02	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.03	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
L1.00	IRRIGATION LEGEND	12-Jun-23	None	22-Aug-23	None
L1.01	IRRIGATION PLAN	12-Jun-23	None	22-Aug-23	13-Sep-23
L2.00	LANDSCAPE LEGEND, DETAILS AND NOTES	12-Jun-23	None	22-Aug-23	None
L2.01	LANDSCAPE PLAN	12-Jun-23	None	22-Aug-23	None
L3.00	LANDSCAPE DETAILS	12-Jun-23	None	22-Aug-23	None
AS1.01	SITE PLAN	12-Jun-23	None	22-Aug-23	None
AS1.11	ENLARGED SITE PLANS AND DETAILS	12-Jun-23	None	22-Aug-23	None
AS1.12	ENLARGED SITE PLANS AND DETAILS	12-Jun-23	None	22-Aug-23	None
AS2.01	SITE DETAILS	12-Jun-23	None	22-Aug-23	None
A1.01	OVERALL FLOOR PLAN	12-Jun-23	None	22-Aug-23	None
A1.21	DIMENSION & PARTITION PLAN	12-Jun-23	None	22-Aug-23	None
A1.22	DIMENSION HIGH WALL	12-Jun-23	None	22-Aug-23	None
A1.30	ENLARGED RESTROOM PLANS & INTERIOR ELEVATION	12-Jun-23	None	22-Aug-23	None
A1.31	ENLARGED RESTROOM PLANS & INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A1.41	FINISH PLAN	12-Jun-23	None	22-Aug-23	None
A1.51	SLAB PLAN	12-Jun-23	None	22-Aug-23	None
A2.00	MATERIAL FINISH SCHEDULE	12-Jun-23	None	22-Aug-23	None
A2.10	DOOR SCHEDULE	12-Jun-23	None	22-Aug-23	None
A2.20	EXTERIOR DOOR DETAILS	12-Jun-23	None	22-Aug-23	None
A2.21	INTERIOR DOOR DETAILS	12-Jun-23	None	22-Aug-23	None
A2.22	WINDOW DETAILS	12-Jun-23	None	22-Aug-23	None
A2.30	PARTITION TYPES	12-Jun-23	None	22-Aug-23	None
A2.31	PARTITION TYPES	12-Jun-23	None	22-Aug-23	None
A2.40	WINDOW SCHEDULE	12-Jun-23	None	22-Aug-23	None
A2.41	INTERIOR DETAILS	12-Jun-23	None	22-Aug-23	None
A2.42	INTERIOR DETAILS	12-Jun-23	None	22-Aug-23	None
A2.51	SIGNAGE TYPES & DETAILS	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
(CRRC)
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
A3.01	REFLECTED CEILING PLAN	12-Jun-23	None	22-Aug-23	None
A3.30	CEILING DETAILS	12-Jun-23	None	22-Aug-23	None
A4.01	ROOF PLAN	12-Jun-23	None	22-Aug-23	None
A4.20	ROOF DETAILS	12-Jun-23	None	22-Aug-23	None
A4.21	ROOF DETAILS	12-Jun-23	None	22-Aug-23	None
A4.22	ROOF DETAILS	12-Jun-23	None	22-Aug-23	None
A5.00	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.01	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.02	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.03	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.04	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A6.00	EXTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A6.01	EXTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A7.00	BUILDING SECTIONS	12-Jun-23	None	22-Aug-23	None
A7.01	BUILDING SECTIONS	12-Jun-23	None	22-Aug-23	None
A7.10	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.11	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.12	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.13	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.14	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.31	BUILDING DETAILS	12-Jun-23	None	22-Aug-23	None
A8.00	CASEWORK ELEVATIONS & DETAILS	12-Jun-23	None	22-Aug-23	None
S0	STRUCTURAL GENERAL NOTES	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.1	SPECIAL INSPECTIONS & QUALITY ASSURANCE	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.2	TYP. CONC. & FOUNDATION DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.3	TYP. CONC. & CMU DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.4	TYP. MASONRY DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.5	TYP. STEEL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.6	TYP. ROOF FRAMING DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.7	TYP. ROOF FRAMING DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.8	TYP. ROOF FRAMING DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.9	TYP. INTERIOR COLD-FORMED STEEL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.10	TYP. INTERIOR COLD-FORMED STEEL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.11	TYP. SITE DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S1.11	FOUNDATION PLAN	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.01	LOW ROOF FRAMING PLAN	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.02	HIGH ROOF FRAMING PLAN	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.03	LOW ROOF JOIST LOADING PLANS	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.04	HIGH ROOF JOIST LOADING PLANS	12-Jun-23	20-Jul-23	22-Aug-23	None
S5.01	WALL ELEVATIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S5.02	WALL ELEVATIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S7.01	STRUCTURAL SECTIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S7.02	STRUCTURAL SECTIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S8.01	STRUCTURAL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
FS0.0.0	FOODSERVICE EQUIPMENT GENERAL NOTES	12-Jun-23	None	22-Aug-23	None
FS0.1.0	FOODSERVICE EQUIPMENT FLOOR PLAN	12-Jun-23	None	22-Aug-23	None
FS0.2.0	FOODSERVICE EQUIPMENT SCHEDULE	12-Jun-23	None	22-Aug-23	13-Sep-23
FS0.3.0	FOODSERVICE EQUIPMENT PLUMBING PLAN	12-Jun-23	None	22-Aug-23	None
FS0.4.0	FOODSERVICE EQUIPMENT ELECTRICAL PLAN	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
(CRRC)
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
FS0.5.0	FOODSERVICE EQUIPMENT BUILDING WORK PLAN	12-Jun-23	None	22-Aug-23	None
FS0.6.0	FOODSERVICE EQUIPMENT REFRIGERATION PLAN	12-Jun-23	None	22-Aug-23	None
FS0.6.1	FOODSERVICE EQUIPMENT REFRIGERATION RACK DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.8.0	FOODSERVICE EQUIPMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.8.1	FOODSERVICE EQUIPMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.9.0	FOODSERVICE EQUIPMENT ATTACHMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.9.1	FOODSERVICE EQUIPMENT ATTACHMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.10.0	FOODSERVICE EQUIPMENT EXHAUST HOOD DETAILS	12-Jun-23	None	22-Aug-23	None
FP0.00	FIRE PROTECTION SCHEDULES, LEGEND, & NOTES	12-Jun-23	17-Jul-23	22-Aug-23	None
FP1.01	FIRE PROTECTION OVERALL FLOOR PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M0.00	MECHANICAL LEGEND, NOTES, & AIR DISTRIBUTION	12-Jun-23	17-Jul-23	22-Aug-23	None
M0.01	MECHANICAL EQUIPMENT SCHEDULES	12-Jun-23	17-Jul-23	22-Aug-23	None
M1.00	MECHANICAL ZONING PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M1.01	MECHANICAL FLOOR PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M4.01	MECHANICAL ROOF PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.01	KITCHEN EXHAUST FAN KEF-1	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.02	MAKE-UP AIR UNITS RTU-1 & RTU-2	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.03	RTU-1 INSTALLATION DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.04	RTU-2 INSTALLATION DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M6.01	MECHANICAL DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M6.02	MECHANICAL DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M7.01	TEMPERATURE CONTROLS	12-Jun-23	17-Jul-23	22-Aug-23	None
P0.00	PLUMBING SCHEDULES, LEGEND, NOTES, & SHEET INDEX	12-Jun-23	17-Jul-23	22-Aug-23	None
P1.00	PLUMBING SITE PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
P1.01	PLUMBING FLOOR PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
P2.01	PLUMBING ENLARGED FLOOR PLANS	12-Jun-23	17-Jul-23	22-Aug-23	None
P2.02	PLUMBING ENLARGED KITCHEN FLOOR PLANS	12-Jun-23	17-Jul-23	22-Aug-23	None
P4.01	PLUMBING ROOF PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
P6.01	PLUMBING DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
P6.02	PLUMBING DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.01	LEGENDS, FA ONELINE DIAGRAM & DRAWING SCHEDULE	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.02	ONLINE DIAGRAM AND LOAD CALCULATIONS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.03	PANEL SCHEDULES	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.04	FIXTURE SCHEDULE AND IECC CALCULATIONS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.05	LIGHTING CONTROL DETAILS & SEQUENCE OF OPERATION	12-Jun-23	17-Jul-23	22-Aug-23	13-Sep-23
E0.06	DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.07	DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
E1.01	ELECTRICAL SITE PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E2.01	LIGHTING PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E3.01	POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E4.01	MECHANICAL POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E4.02	ROOF MECHANICAL POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E5.01	FIRE ALARM PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E6.01	KITCHEN POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.01	TELECOM GENERAL NOTES, LEGEND, AND DRAWING SCHEDULE	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.02	TELECOM DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.03	TELECOM ONELINE DIAGRAMS AND DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.04	ENLARGED TELECOM ROOM AND EQUIPMENT RACK PLANS	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.05	SECURITY SYSTEM DOOR DETAILS AND RISER DIAGRAMS	12-Jun-23	17-Jul-23	22-Aug-23	None



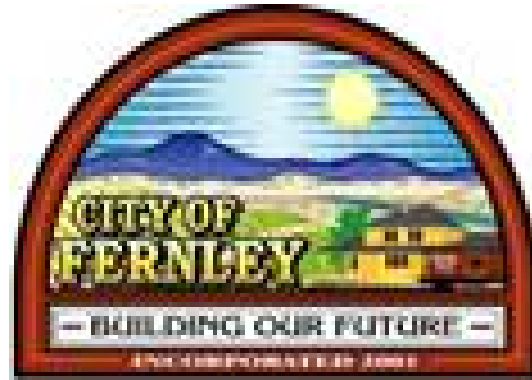
Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
(CRRC)

CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
T0.06	SECURITY CAMERA DETAILS AND SCHEDULE	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.07	PAGING SYSTEM DETAILS AND MULTI-PURPOSE A/V RISER DIAGRAM AND DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
T1.01	TELECOM SITE PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T2.01	TELECOM PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T3.01	AUDIO VIDEO & PUBLIC ADDRESS PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T4.01	SECURITY PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
ADDENDUMS					
Addendums	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
A	RFI Question Responses	None	None	8-Sep-23	None
B	L1.01 - Irrigation Plan	13-Sep-23	None	13-Sep-23	None
B	E0.05 - Lighting control Details and Sequence Of Operation	13-Sep-23	None	13-Sep-23	None
B	FS0.2.0 - Food Service Equipment Schedule	13-Sep-23	None	13-Sep-23	None

EXHIBIT E



**OWNER-CMAR GENERAL CONDITIONS
OF THE CONTRACT**

May 27, 2022

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SECTION 1: DEFINITIONS

1.1 PROJECT

The term Project is the total construction of which the work performed under the Contract Documents may be the whole or a part. The Project is identified by name, location, and a project number in the Owner-CMAR Construction Contract.

1.2 WORK

The term work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the Contract Documents.

1.3 OWNER

The Owner is the person or organization (e.g., City of Fernley; CITY) identified as such in the Owner-CMAR Construction Contract. The term Owner means the Owner and/or the Owner's authorized representative(s).

1.4 ARCHITECT

The Architect is the person or organization responsible for the design of the Project and the preparation of the Drawings and Specifications on behalf of the Owner. The term Architect means the Architect and/or the Architect's authorized representatives.

1.5 CONSTRUCTION MANAGER AT RISK (CMAR)

The CMAR is the person or organization identified as such in the Owner-CMAR Construction Contract. The term CMAR means the CMAR and/or the CMAR's authorized representatives.

1.6 SUBCONTRACTOR

A Subcontractor is a person or organization who has a direct contract with the CMAR to perform any of the work. The term Subcontractor means a Subcontractor and/or the Subcontractor's authorized representatives.

1.7 SUB-SUBCONTRACTOR

A Sub-Subcontractor is a person or an organization with direct or indirect contract with a Subcontractor to perform any of the work. The term Sub-Subcontractor means a Sub-Subcontractor and/or the Sub-Subcontractor's authorized representatives.

1.8 WRITTEN NOTICE

Written notice shall be deemed to have been duly served when delivered in person to the individual or member of the firm or to an officer of the organization for whom it was intended, or when sent by mail to the last known business address, or when sent by e-mail to the designated emails of the authorized representatives herein. Minutes of construction progress meetings and/or Requests for Information (RFI) do not constitute written notice.

1.9 CALENDAR DAYS

All references to a 'day' or to 'days' in the Contract Documents shall be understood to mean calendar days unless specifically indicated otherwise. A calendar day shall be understood to be any day of the year including weekends and holidays.

1.10 BUILDING OFFICIAL

The Building Official is the Building Official of the Authority Having Jurisdiction (AHJ). Any changes to the work that could be construed to have a potential code impact shall be reviewed and approved by the Building Official or other governmental authority, as applicable.

1.11 GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price (GMP) is the maximum cost for the work as outlined in the Owner-CMAR Construction Contract and is also referred to as the Contract Sum in various Contract Documents including the CMAR General Conditions of the Contract.

1.12 CMAR'S CONTINGENCY

The CMAR's Contingency is an itemized amount that may be utilized by the CMAR, at the CMAR's discretion to complete the contract work. The CMAR's Contingency may be used for missing items or "holes" within the scope of work or sub-bids or other items that are needed to complete the work, all of which must be agreed to by the Owner, Architect and the CMAR. CMAR Contingency may be used for clear intent of work shown on Drawings and in Specifications that may have been missed by CMAR during completion of work and must be approved by the Owner, Architect, and CMAR. Any portion of the CMAR's Contingency that remains when the work is completed shall be split between the Owner and CMAR in accordance with the percentage values listed in the Owner-CMAR Construction Contract. Any CMAR Contingency remaining unused at the time of final payment shall be split TBD to Owner and TBD to CMAR.

1.13 OWNER'S CONTINGENCY

The Owner's Contingency belongs solely to the Owner for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of the Owner's Contingency that remains when the work is completed belongs to the Owner in accordance with the percentage values listed in the Owner-CMAR Construction Contract. If any such claims remain unsatisfied after final payment is made, the CMAR shall refund to the Owner all monies the Owner may be compelled to pay in discharging such claims and any costs related thereto.

1.14 CONTRACT

All Contract Documents form the entire Contract between the Owner and the CMAR. The Contract Documents consist of all the following:

- A. Owner-CMAR Construction Contract Document
- B. General Conditions of the Contract for Construction Manager at Risk (including Division 1 requirements)
- C. CMAR Interview Submittal
- D. CMAR Fee Proposal
- E. Owner's Request for Proposal (RFP) Solicitation
- F. RFP Addenda and Amendments
- G. Wage Rates for Northern Nevada Rural Counties
- H. Performance and Payment Bonds

- I. Labor and Materials Bonds (if applicable to the Contract)
- J. Certificate(s) and related Endorsements of Insurance Liability
- K. Specifications
- L. Drawings
- M. Change Orders (if applicable)

1.15 SUBMITTALS AND SHOP DRAWINGS

Submittals and shop drawings are drawings, diagrams, illustrations, performance charts, brochures, samples, and other data, which are prepared by the CMAR or any Subcontractor, manufacturer, supplier, or distributor, which illustrate some portion of the work. Samples are physical examples furnished by the CMAR to illustrate materials, equipment, finishes, or workmanship, and to establish standards by which the work will be judged.

1.16 RULES AND REGULATIONS

The CMAR shall comply with all applicable portions of the Nevada Revised Statutes (NRS) (including, but not limited to, NRS Chapter 338) and any federal regulations attached herein. The CMAR shall comply with NRS Section 338.125 (which pertains primarily to discrimination against employees and applicants because of race, creed, color, national origin, sex, or age). A violation of any provision contained in NRS 338.125 shall constitute a material breach of the Contract.

1.17 ALLOWANCES

An Allowance is a specific value designated by the Owner for use to accommodate work that could not be identified adequately for bidding purposes in the original construction documents. Any portion of an Owner's Allowance that remains when the work is completed belongs to the Owner.

SECTION 2: CONTRACT DOCUMENTS

2.1 INTENT AND INTERPRETATION

2.1.1 The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. In the event of an inconsistency between or within any of the Contract Documents listed above, or between any of the applicable codes, the better quality or greater quantity of work shall be provided, at no additional cost to the Owner. If the terms, provisions, conditions, specifications, or requirements contained in one Contract Document should conflict with those contained in another, then such conflict shall be resolved in accordance with the following order precedence:

- 1) Owner-CMAR Construction Contract
- 2) General Conditions of the Contract for Construction Manager at Risk (including Division 1 requirements)
- 3) Owner's Request for Proposal (RFP) for CMAR Solicitation
- 4) RFP Addenda and Amendments
- 5) CMAR Interview Submittal
- 6) CMAR Fee Proposal
- 7) Specifications
- 8) Drawings (including Notes)

- 2.1.2 Specifications shall take precedence over notes on drawings. Large scale drawings shall take precedence over smaller scale drawings.
- 2.1.3 The Contract Documents are intended to include and require all items, which are necessary for the proper execution and completion of the work.
- 2.1.4 Interpretations of the Drawings and Specifications and the intent, which are necessary to the proper execution and completion of the work, will be made by the Architect. Words, which have well known technical, or trade meanings are to be interpreted in accordance with such recognized meanings.
- 2.1.5 The organization of the Specifications into divisions and sections, and the arrangement of the Drawings, shall not be construed to establish controls or limitations on the CMAR regarding dividing the work among Subcontractors, or in establishing the extent of work to be performed by any specific trade.

2.2 EXISTING CONDITIONS

- 2.2.1 It is the CMAR's responsibility to ascertain any existing conditions that may affect the cost of the proposed work, which could have been discovered by reasonable examination of the site. Reasonable examination shall not be construed to mean any sort of examination that requires the physical removal of any permanent improvement or physical barrier or the excavation or testing of any existing soil.
- 2.2.2 No additional costs shall be allowed to the CMAR for existing conditions, which could have been discovered by reasonable examination of the site. Reasonable examination shall not be construed to mean any sort of examination that requires the physical removal of any permanent improvement or physical barrier or the excavation or testing of any existing soil.
- 2.2.3 Existing improvements visible at the job site, for which no specific disposition is made in the Contract Documents, but which could reasonably be assumed to interfere with the satisfactory completion of the work, shall be removed and disposed of by the CMAR at no additional cost to the Owner, after written notification is given to the Owner.
- 2.2.4 The geotechnical report issued with the Contract Documents is provided for the CMAR's information and is not a Contract Document. The Owner does not guarantee the accuracy or completeness of the report and shall not be liable for any additional work or cost arising out of conclusions reached by the CMAR based upon the geotechnical report. The CMAR assumes all responsibility for any conclusions reached by the CMAR based on the geotechnical report.

2.3 REQUEST FOR INFORMATION

- 2.3.1 The CMAR shall, upon discovering any discrepancy, conflict, or inconsistency in the Contract Documents, immediately submit a Request for Information (RFI) to the Architect. The Architect, upon receipt of any such request, will promptly investigate

the circumstances and give appropriate instructions to the CMAR, but will take such action only after consultation with the Owner. Until such written instructions are given, any work done by the CMAR, either directly or indirectly relating to such discrepancy, conflict, or inconsistency will be at the CMAR's own risk, and CMAR shall bear all costs arising therefrom. The CMAR shall maintain a sequential log of all questions and inquiries (RFIs).

- 2.3.2 No work shall be performed by the CMAR without adequate Drawings or Specifications, or that conflicts with or is contrary to the Contract Documents. The CMAR shall immediately report to the Owner and the Architect any discrepancy, conflict, or inconsistency that CMAR may discover, or should have discovered, in the Contract Documents. If the CMAR performs any work contrary to the Contract Documents, CMAR shall be solely responsible and shall bear all costs attributable thereto.
- 2.3.3 Requests for Information shall be limited to one specific issue or group of related issues and shall not address multiple issues. The Architect will review and respond to RFIs within five (5) working days from the date that the RFI is received by the Architect unless additional time is needed as indicated by the Architect or Owner within such 5-day period. RFIs shall be issued by the CMAR to the Architect in a reasonable and orderly sequence such that they are not unreasonably grouped together and then delivered to the Architect.

2.4 CHANGES IN THE WORK & CHANGE ORDER MARK-UPS

- 2.4.1 A Change Order is an amendment to the Owner-CMAR Construction Contract and is a written order to the CMAR signed by the Owner and the CMAR, issued after the execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract Sum or the Contract Time.
- 2.4.2 The Owner and the Architect have the authority to order minor changes in the work, which do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be binding on the CMAR. CMAR shall bear the responsibility of the approved change.
- 2.4.3 The CMAR shall not proceed with changes to the work without a Change Order or a Construction Change Directive, except for minor changes as identified in Section 2.4.2. If the CMAR proceeds with changes to the work without proper written approval, the CMAR does so at the CMAR's own risk.
- 2.4.4 Should any event or circumstance occur that the CMAR believes may constitute a change in the work entitling the CMAR to an adjustment to the Contract Sum or the Contract Time, the CMAR shall issue written notice and a request for a Change Order to the Owner within five (5) working days of the occurrence of such event or circumstance. Such written notice shall be issued by the CMAR for any event or circumstance that the CMAR knows, or should have known, to have a potential impact on the work. The request shall describe in detail the related causes and any potential impact to the work. The CMAR shall also identify any anticipated adjustment to the Contract Sum and/or to the Contract Time as a result of such impact. Failure to submit such written notice and a request within the time stipulated and with the information required by this section shall constitute a waiver by the CMAR of the right to a Change Order; provided, however, if CMAR is unable to provide the potential impact and/or anticipated adjustment to the Contract Sum

and/or Contract Time within the designated time, CMAR shall describe in detail why it cannot do so and then promptly provide such information with the subsequent time agreed upon by the Owner, if any.

2.4.5 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:

- A. By unit prices stated in the Contract Documents or as subsequently agreed upon.
- B. By a lump sum proposal, which is mutually accepted, is properly itemized, and includes the following:
 - i. Labor, including benefits, payroll taxes, and Workers' Compensation insurance or any other associated labor costs.
 - ii. Materials entering permanently into the work, including sales tax.
 - iii. Costs for equipment utilized to perform the Change Order work.
- C. By a not-to-exceed maximum cost, which is based on the actual cost of time and materials, properly itemized, and verified, and includes the following:
 - i. Labor, including benefits, payroll taxes, and Workers' Compensation insurance.
 - ii. Materials entering permanently into the work, including sales tax.
 - iii. Costs for equipment utilized to perform the Change Order work.

2.4.6 The costs for changes in the work may be increased by the CMAR and Subcontractor to include taxes (if applicable), insurance, bonding, profit and overhead, CMAR profit and overhead on Subcontractor work, and profit and overhead on work done by the CMAR's own forces. This fixed mark-up shall not exceed the amounts stipulated below for a single Change Order item, or for any group of related items, and shall be full compensation for the cost of overhead and profit related to the Change Order. CMAR and Subcontractor shall not be entitled to additional costs for supervision or field/home office personnel due to a change unless that change includes additional time. In that case, the CMAR shall be allowed to calculate costs for supervision and field office personnel who are directly attributable to the change. Administration or preparation costs shall not be allowed, and no other costs or expenses are agreed to unless otherwise agreed to in writing. All proposals shall be submitted to the Architect in sufficient detail to perform a complete analysis of all costs. The CMAR shall, upon request by the Owner or Architect, submit backup documentation to substantiate itemized costs, which may include, but are not limited to, payroll, invoices for materials, and invoices for equipment utilized in Change Order work. Labor rates or additional rates not identified as part of Prevailing Wage rates shall be identified and approved by Owner prior to start of construction.

CHANGE ORDER MARK-UP SCHEDULE

1. Additive Change Order (for the entity performing the work):	
<u>Total Cost of Change Order</u>	<u>Allowable Fee</u>
+\$0.01 to +\$9,999.99	15% of the Total Cost
+\$10,000.00 and above	10% of the Total Cost
2. Additive Change Order (Contractor Markup) Subcontractor work:	
<u>Total Cost of Change Order</u>	<u>Allowable Fee</u>
Any Amount	5% of the Total Subcontractor Fee
3. Deductive Change Order:	
<u>Total Credit Cost of Change Order</u>	<u>Credit Fee to be Applied</u>
Any Amount	5% of the Total Credit Cost. (Deductive)
<i>Example of Deductive Change: Assume <\$5,000.00> to be credited. The Contractor must include a 5% credit for profit and overhead, i.e. $\\$5,000.00 \times 0.05 =$ <\$5,250.00> total credit to the Contract.</i>	

- 2.4.7 Execution of a Change Order shall be considered complete and final adjustment of the Contract Sum and the Contract Time and represents complete and final resolution of all matters related to, or arising out of, the Change Order. The CMAR may not reserve the right to make further claims with regard to any executed Change Order. Any attempt by the CMAR to reserve such a right shall be considered invalid and unenforceable.
- 2.4.8 All requests for changes in the work shall be submitted to the Owner and the Architect in sufficient detail to allow a complete analysis of all proposed costs. The CMAR shall, upon request by the Owner or the Architect, submit invoices for materials and equipment utilized in Change Order work. Labor rates, including fringe benefits, shall be in conformance with the applicable prevailing wage rates as defined in the Contract Documents and/or related to the Project.
- 2.4.9 The CMAR shall provide, at the time of the GMP, detailed rationale and justification for all labor rates to be utilized in Change Order work, including any overtime labor rates applied to the project.
- 2.4.10 The CMAR will not be entitled to a Change Order for any work that reasonably could have or should have been identified as necessary during the CMAR's participation in the design review process as defined in the Owner-CMAR Preconstruction Contract. The CMAR and the Owner mutually agree that the Owner shall have the right to issue one or more Change Orders at or near the end of the Project, requiring work to be performed after the expiration of the Contract Time, without the assessment of liquidated damages to the CMAR; however, the allowance made for the completion of such incidentals will not negate or affect the Owner's right to assess any liquidated damages that the Owner may be entitled to as a result in the delays of the Project in its entirety by fault of the CMAR. The scope of such Change Orders shall be limited to work that is deemed by the Owner to be incidental in nature and necessary to allow for proper completion of the Project.

2.5 CONSTRUCTION CHANGE DIRECTIVE

- 2.5.1 A Construction Change Directive (Directive) is a written instruction to the CMAR, signed by the Owner and the Architect, which shall serve as formal and binding direction for the CMAR to proceed with a defined change in the work. The Directive may be implemented when deemed necessary as an interim action until a Change Order can be formally assessed and executed. Upon receipt of a Construction Change Directive, the CMAR shall promptly proceed with the directed changes.
- 2.5.2 The Owner, without invalidating the Contract, may order changes in the work utilizing a Construction Change Directive with the Contract Sum and/or the Contract Time being adjusted as deemed appropriate. The CMAR shall comply with the provisions of Section 2.4.4 if the CMAR believes that a Construction Change Directive has a potential impact on the Contract Time or the Contract Sum.

2.6 USE OF CONTRACT DOCUMENTS BY CMAR

- 2.6.1 Copies of the Contract Documents, which are reasonably necessary for the proper execution, progress, and satisfactory completion of the work, shall be provided to the CMAR by the Owner. Copies so furnished are not to be used by the CMAR on any other project.

SECTION 3: CONTRACT

3.1 ENTIRE CONTRACT

- 3.1.1 The Contract (as made up of the Contract Documents) for preconstruction and construction related services represents the entire and integrated agreement between the Owner and the CMAR and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 3.1.2 The Contract shall not be binding on either the Owner or the CMAR until the Owner-CMAR Construction has been approved and signed by authorized representative of both the Owner and CMAR, including City Council or their authorized representative.; Performance and Payment Bond(s) and Labor and Materials Bond(s) (when applicable to the Contract) have been properly signed and submitted by the CMAR to the Owner; and a valid Certificate of Liability Insurance is submitted by the CMAR to Owner and that has been approved by the Owner to meet the needs of the Contract.
- 3.1.3 Execution of the Owner-CMAR Construction Contract shall constitute the CMAR's representation that the CMAR has carefully examined the contents of all Contract Documents that the CMAR has read and understands the same, and specifically agrees to be bound thereby. Additionally, execution of the Owner-CMAR Construction Contract by the CMAR shall represent that the CMAR has inspected the site, familiarized itself with all local conditions, laws, and regulations under which the work is to be performed and has correlated this knowledge with the requirements of the Contract Documents.

- 3.1.4 The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and the CMAR; between the Owner and a Subcontractor; or, between any persons or entities other than the Owner and the CMAR. The Architect shall, however, have authority to act on behalf of the Owner, to the extent provided in the Contract Documents.
- 3.1.5 The laws of the State of Nevada and the applicable rules and regulations of the State of Nevada's departments, agencies, and institutions shall govern the Project and the work, as well as federal laws and regulations as applicable. If there is a conflict between the laws or regulations of the State of Nevada and federal laws and regulations, then the stricter will apply, unless the federal law or regulation at issue relates to the American Rescue Plan Act or funding provided thereunder, in which case the federal law or regulation will control. All provisions of law and clauses required by law to be inserted in the Contract shall be deemed to be inserted therein, and the Contract shall be read and enforced as though such provision were included therein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be physically amended to make such insertion or correction.
- 3.1.6 The Contract Sum is the sum stated in the Owner-CMAR Construction Contract and is the total dollar amount payable by the Owner to the CMAR for the complete and approved performance of the work in strict conformance with the Contract Documents. The Owner's Contingency belongs solely to the Owner for the purpose of being allocated towards stipulated additional work.

3.2 CONTRACT TIME

- 3.2.1 The Contract Time is the period of time, in calendar days, allotted in the Contract Documents for the completion of the work. A calendar day shall be understood to be any day of the year including weekends and holidays (refer to Section 1.9).
- 3.2.2 The date of commencement of the work is the date established in the Notice to Proceed issued by the Owner to the CMAR.
- 3.2.3 The CMAR shall begin the work on the starting date established in the Notice to Proceed. The CMAR shall perform the work expeditiously with adequate forces and shall complete the work within the Contract Time.
- 3.2.4 CMAR shall coordinate hours with the Owner prior to scheduling the work. Unless otherwise agreed upon, normal working days are:
- ❖ Monday through Friday, excluding holidays observed by the Owner, between the hours of 7:00 a.m. and 3:30 p.m.
- 3.2.5 If the CMAR desires to work on any weekend day, any Owner's observed holiday, and/or during any other hours of the day CMAR shall request and obtain the Owner's written approval at least five (5) days in advance of the requested deviation. The Owner reserves the right to change working hours.

- 3.2.6 It is expressly understood and agreed that the Contract Time is a reasonable and acceptable time for completion of the work considering the requirements of the Contract Documents, the type and scope of the Project, and the usual industrial and labor conditions prevailing in the locality of the Project.

It is expressly understood and agreed that the Contract Time includes adequate time to allow for usual weather delays considering the climatic conditions in the area of the Project. No adjustments to the Contract Time will be allowed on the account of usual weather. The CMAR shall include adequate float or other allowance in the CMAR's construction schedule to accommodate weather conditions that may be associated with weather dependent work. An extension to the Contract Time will be considered only in a case where an abnormal or unusual weather delay has directly affected the critical path identified in the approved construction schedule. Any extension of time for delays related to weather shall be considered by the Architect and Owner only when a request for such extension is made in writing by the Contractor and provided further that any such request shall be presented to the Architect or Owner within five (5) working days from the commencement of the period of delay.

- A. Time extensions for weather will only be considered when both the number of reasonably anticipatable days of adverse weather **and** the average precipitation in any given month have been exceeded in accordance with the following table, Contractor's non-workdays bank, and allowance of time:

Month	# of Reasonable Anticipated Days of Weather per Month	Average Precipitation
January	4	1.23
February	4	0.95
March	3	0.62
April	2	0.57
May	1	0.44
June	0	0.52
July	0	0.20
August	1	0.21
September	1	0.26
October	2	0.65
November	3	0.66
December	4	1.37

- B. Monthly precipitation shall be gauged at the Reno/Tahoe International Airport station as posted on the Reno, WFO, Nevada (266791) website located at: <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?nv6791>
- C. Total non-workdays shall be calculated by overall contract time from the date of Notice to Proceed to date of Substantial Completion.
- D. All accepted non-work weather days shall be implemented per Specification Section 01310B.

E. Time extension requests for delays caused by additional adverse weather conditions will be evaluated individually. Inclement weather days in which no work is conducted at the Project site will be considered by the Owner for full day time extensions. Inclement weather days in which any trade or workman actually work on the Project will be considered by the Owner for a maximum of one-half day time extension.

3.2.7 The Contract Sum is based on the Contract Time specified in the Owner-CMAR Construction Contract and shall not be based on an early completion schedule. No additional compensation shall be granted to the CMAR for delays to an early completion schedule and any such claim is hereby waived.

3.3 CONTRACT TIME EXTENSIONS

3.3.1 An extension in the Contract Time for a delay will be allowed only in the case that a full normal working day is lost. Delays will not be allowed for lost partial days or for lost non-working days.

3.3.2 All requests by the CMAR for extensions of the Contract Time due to delays to the work shall be made in writing to the Owner and the Architect within five (5) working days after the start of the delay. Each request shall describe in detail the event or events causing the delay, any related causes, and any impact to the work. Failure to submit such requests within the stipulated time and with the information required by this paragraph shall constitute a waiver by the CMAR of the CMAR's right to an extension of the Contract Time based upon this event or issue.

3.3.3 If the CMAR is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect, or by any employee of either, by any separate contractor employed by the Owner, or by circumstances that are agreed to be beyond the control and without the fault of the CMAR and the CMAR's Subcontractors and suppliers, the Contract Time may be extended by Change Order for such reasonable time as the Owner may determine.

3.3.4 The CMAR shall not claim or be entitled to any compensation or damages from the Owner because of delay caused by persons other than the Owner, or the Owner's agents and employees, and any entitlement thereto is hereby waived. The CMAR agrees that the CMAR's remedy in the event of a delay caused directly by the Owner, or by the Owner's agents and employees, shall be an extension of Contract Time that includes General Conditions costs and supervision costs at the same rate as agreed upon in the Contract Documents. Exceptions include where the delay unreasonably interferes with the CMAR's ability to complete the work within the Contract Time; so unreasonable in length as to amount to an abandonment of the work; is caused by fraud, misrepresentation, concealment, or other bad faith by the Owner; is caused by active interference by the Owner; and/or is caused by a decision made by the Owner to add significant scope or duration to the work.

3.3.5 The CMAR must submit any request for an extension of Contract Time in strict conformance with this section.

- 3.3.6 Should the CMAR request and be allowed cumulative time extensions, which cause the Contract Time to end on a non-workday (i.e., a weekend day or a holiday), the non-workday(s) may, at the Owner's discretion, be added to the Contract Time such that the Contract Time ends on a working day.
- 3.3.7 Extensions to the Contract Time will only be allowed for delays that affect the critical path for completion of the entire work as identified in the approved construction schedule.
- 3.3.8 Extensions to the Contract Time will not be allowed for delays, which could have been avoided by the exercise of care, prudence, foresight, and/or diligence by the CMAR, or for delays resulting from correction of work rejected as defective or as failing to conform to the Contract Documents.

3.4 SUBSTANTIAL COMPLETION

- 3.4.1 Substantial Completion is the stage in the progress of the work, or a designated portion thereof, when construction is sufficiently complete in accordance with the Contract Documents, so that the Owner can occupy and/or utilize the work (or portion thereof) for t h e work's intended use. The work will not be considered substantially complete if any of the following conditions exist:
 - A. Any of the work is incomplete including work identified in the final punch list, which in the opinion of the Owner, would prevent or interfere with occupancy and/or full use of the facility.
 - B. The Project's mechanical systems have not been tested, balanced, and accepted as being fully complete (including commissioning when applicable).
 - C. The Project's electrical and life safety systems have not been tested and accepted as being fully complete (including commissioning when applicable).
 - D. A Certificate of Occupancy has not been issued by the Building Official (either a Temporary/Conditional or a Final/Unconditional Certificate of Occupancy).
 - E. Final clean-up is not complete.
- 3.4.2 The following procedure shall be used in establishing Substantial Completion of the work, unless otherwise agreed to in writing:
 - A. When the CMAR determines that the work, or a portion thereof, which the Owner agrees to accept separately, is substantially complete, the CMAR shall submit written notice thereof to the Owner and the Architect and shall include a punch list of all items which remain to be completed or corrected. Failure to include any items on the list does not alter the CMAR's responsibility to complete all the work in accordance with the Contract Documents.
 - B. Inspections for Substantial Completion may be requested by the CMAR only after the status of completion has been reviewed and assessed by the Owner and the Architect. Upon such review the Owner and/or the Architect will issue a list of any observed deficiencies that affect the issuance of a Certificate of Substantial Completion.

- C. If the Owner and the Architect, based on an on-site inspection, agree that the work is substantially complete, the Architect may provide the CMAR with a list of additional corrective items, which shall be added to the CMAR's, and the Owner's punch lists.
- D. If the Owner and the Architect, based on an on-site inspection, determine that the work is not substantially complete, the Architect will notify the CMAR in writing, and will provide a list of observed deficiencies. The CMAR shall remedy the deficiencies and submit another written request for Substantial Completion.
- E. When the Owner and the Architect determine that the work is substantially complete, the Owner will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion, state the responsibilities of the Owner and the CMAR for maintenance, heat, utilities, and insurance, and fix the time within which the CMAR shall complete the punch list items that are attached to the Certificate of Substantial Completion.
- F. The Certificate of Substantial Completion, when signed by the Owner and the CMAR, shall serve to document the CMAR's acceptance of the responsibilities assigned to him in such Certificate.

3.4.3 No payment, nor any use or occupancy of the Project, or any portion thereof, by the Owner, shall constitute acceptance of any work that is not completed in accordance with the Contract Documents, nor shall it relieve the CMAR of full responsibility for correcting defective work or materials found at any time prior to completion of the entire Project or during the warranty period.

3.5 FINAL COMPLETION

- 3.5.1 When the CMAR considers the work fully completed, CMAR shall submit written notice to the Owner and the Architect confirming all the following:
- A. The work has been fully completed in accordance with the Contract Documents and is ready for final inspection.
 - B. All punch list items have been corrected or completed.
 - C. All equipment and systems have been tested, adjusted, and balanced and are fully operational.
 - D. All training required by the Contract Documents has been provided.
 - E. All operation and maintenance manuals and "as-built" drawings have been submitted to the Architect in accordance with the Contract Documents and have been accepted as being complete.
 - F. All surety releases required by the Contract Documents have been submitted to the Owner.

- 3.5.2 The Architect and Owner will perform a final inspection of the work. If the work is found to be incomplete or defective, the CMAR will be notified in writing and provided with a list of observed deficiencies. The Owner may withhold such payment as deemed appropriate to ensure the correction of the deficiencies. Should the CMAR fail to promptly correct the deficiencies noted in the final punch list, the Owner may, upon a seven (7) day written notice to the CMAR, hire another contractor to correct such deficiencies, notify the CMAR's Surety, and/or otherwise complete or correct the listed deficiencies, at the CMAR's expense.
- 3.5.3 When the work and all requirements of the Contract Documents are fully and satisfactorily completed, the Owner will pay to the CMAR a final payment consisting of the remaining unpaid balance of the Contract Sum due the CMAR. The acceptance of the final payment by the CMAR shall constitute a full and final release and waiver of all CMAR claims and rights of claim against the Owner relating or pertaining to the work.

3.6 WARRANTY REQUIREMENTS

- 3.6.1 The CMAR and the CMAR's Surety shall unconditionally guarantee all workmanship and materials incorporated in the work to be and remain free of defects for a period of one (1) year from the date of the Certificate of Substantial Completion, or for such longer periods as stipulated in the Contract Documents.
- 3.6.2 When the work, or a portion thereof, is accepted as being substantially complete, the warranty period will commence on the date of the Certificate of Substantial Completion for the completed portion of the work.
- 3.6.3 The CMAR shall perform all service and maintenance on any equipment that is operated prior to the date of the Certificate of Substantial Completion. Such service and maintenance shall be performed in accordance with the equipment manufacturer's written instructions, and as required to maintain the equipment warranty.
- 3.6.4 Within the one (1) year warranty period, and for such longer periods as specified in the Contract Documents, the CMAR shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom. The Owner shall promptly notify the CMAR in writing of any observed defects. The CMAR shall ensure that the corrective work is commenced within seven (7) days of such notice and completed in an expeditious and timely manner.
- 3.6.5 The obligations of the CMAR herein shall be in addition to and not in limitation of any obligation imposed by law.
- 3.6.6 Prior to the end of the one (1) year warranty period (approximately eleven (11) months after the date of the Certificate of Substantial Completion, on a date scheduled by the Owner) the CMAR and all requested Subcontractors shall attend a warranty inspection. The CMAR shall take immediate action to remedy, at no cost to the Owner, all warranty items identified during the warranty inspection.

3.7 LIQUIDATED DAMAGES

- 3.7.1 It is hereby mutually understood and agreed, by and between the CMAR and the Owner, that the Contract Time, as specified in the Contract, is an essential condition of the Contract. It is further mutually understood and agreed that both the work and the Contract Time shall commence on the starting date established in the Notice to Proceed.
- 3.7.2 The CMAR agrees that all the work shall be prosecuted regularly, diligently, and without interruption at a rate of progress that will ensure completion of the work within the Contract Time.
- 3.7.3 If the CMAR shall neglect, fail, or refuse to achieve Substantial Completion of the work within the Contract Time, then the CMAR and the CMAR's Surety do hereby agree, as part of the consideration for the Contract, to pay to the Owner, not as a penalty, but as liquidated damages, the amount of money specified in the Owner-CMAR Construction Contract for each and every excess calendar day that is required to achieve Substantial Completion of the work. The specified liquidated damages shall be the Owner's sole and exclusive remedy for excess calendar days. The CMAR agrees to and hereby waives any defense as to the validity or enforceability of any liquidated damages payable by the CMAR under the Contract on the grounds that such damages are a penalty or that such damages are disproportionate to the actual damages sustained by the Owner.
- 3.7.4 The CMAR and the Owner mutually agree that in the event of a delay the actual damages to be suffered by the Owner are difficult to determine and accurately quantify. Accordingly, the CMAR, the CMAR's Surety, and the Owner agrees that the amount specified in the Owner-CMAR Construction Contract for liquidated damages is the appropriate and best estimate of the damages that would actually be incurred by the Owner should the work not be completed within the Contract Time.
- 3.7.5 Should the remaining balance of the Contract Sum be insufficient to cover the specified liquidated damages due the Owner, then the Owner shall have the right to recover such damages from the CMAR and/or the CMAR's Surety.
- 3.7.6 Liquidated damages shall cease to be assessed on the date that Substantial Completion is achieved provided the CMAR completes all punch list work within the time limit stipulated in the Certificate of Substantial Completion.

3.8 CLAIMS FOR DAMAGES

- 3.8.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of that party's employees, agents, or others for whose acts the party is legally liable, claim shall be made in writing by CMAR to Owner within five (5) working days after the first knowledge of such injury or damage and from Owner to CMAR within thirty (30) working days after the first knowledge of such injury or damage.

- 3.8.2 Any costs to the Owner caused by defective or ill-timed work performed by the CMAR shall be paid by the CMAR.
- 3.8.3 Except for damages mutually agreed upon by the Owner and the CMAR as liquidated damages in accordance with this section and excluding losses covered by insurance that is required by the Contract or losses incurred due to violations of ARPA related federal procurement laws or timing requirements by CMAR, the Owner and the CMAR agree to mutually waive all claims against each other for any consequential damages suffered or incurred by the other party that arise from or relate to the Contract, including, without limitation, rental expenses or other damages resulting from a loss of use or availability of the work, lost income, lost profit, lost financing or opportunity, lost business or reputation, principle office expenses, and loss of management or employee availability, productivity, opportunity, or services.
- 3.8.4 The provisions of this section shall also apply to termination of the Contract and shall survive such termination. The CMAR shall require similar waivers in all contracts with the CMAR's Subcontractors and others retained on the Project and that those parties' contracts with lower-tiered contractors likewise contain similar waivers.

3.9 DISPUTE RESOLUTION

- 3.9.1 Except as provided in this section any controversy or claim arising out of or related to the Contract Documents or the work shall be subject to all provisions of Section 3.9.
- A. The provisions of Sections 3.9.1 through 3.9.7 do not apply if the Owner has given notice to the Surety under *Section 3(A) of the Performance Bond*. If the Owner discovers construction defects after the warranty period has expired, the Owner has the right to immediately a demand for binding arbitration or alternatively, file a judicial action in any Nevada court of competent jurisdiction. When the CMAR accepts final payment pursuant to Section 8.4, the CMAR waives all rights under this section, including the filing of binding arbitration, and any right to file a judicial action.
- 3.9.2 Unless otherwise agreed to in writing, the CMAR shall continue the work and maintain the construction schedule of the work during any dispute resolution proceedings. If the CMAR continues to perform in accordance with the Contract Documents, the Owner shall continue to make payments in accordance with the Contract Documents.
- 3.9.3 The Parties agree that if the Parties encounter any difference or dispute whatsoever relating to the interpretation, validity or performance of this Agreement ("Controversy") the parties agree that every good faith attempt will be made to resolve the controversy within thirty (30) days of an issuance of written notice by either party to the other party, which notice shall include a statement of all material facts, theories, and arguments then known by the complaining party. If a successful resolution of the controversy has not been achieved to the satisfaction of both parties at the end of the thirty (30) day period, the following steps will be followed.

- 3.9.4 Within thirty (30) days following the above-referenced 30-day period, a party may issue a Notice of Mediation to the other party, and the controversy shall be resolved in accordance with the Mediation Rules of the American Arbitration Association, in effect as of the date of the execution of this Agreement, which are incorporated by reference and shall guide this procedure.
- 3.9.5 If no resolution has been mutually agreed to through mediation within ninety (90) days of service of a Mediation Notice, then and only then may the controversy be submitted to arbitration, after a finding by the mediator that each party participated in mediation in good faith.
- 3.9.6 Within thirty (30) days of such finding, the parties agree to in good faith, proceed with binding confidential arbitration using the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date of the execution of this Agreement, which are incorporated by reference and shall guide this procedure.
- 3.9.7 The Parties consent to jurisdiction and venue for purposes of Alternative Dispute Resolution to be Lyon County, Nevada. Further the parties agree any judgment, award, or decision obtained through this section, may be entered thereon in any state or federal court in the same manner as if the parties were residents of the state or federal district in which said judgment is sought to be entered. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the requirements of this Section are being followed.
- 3.9.8 Notwithstanding the foregoing, nothing in this Agreement shall preclude the parties from seeking temporary or permanent injunctive relief from a court of competent jurisdiction in Lyon County, Nevada.

3.10 CONTRACT TERMINATION BY THE CMAR

- 3.10.1 The CMAR may, upon seven (7) days written notice, terminate the Contract after the work is stopped for a period of sixty (60) consecutive calendar days through no act or fault of the CMAR and/or their employees or agents, Subcontractor, Sub-Subcontractor, or due to issuance of a court order or other order from a public authority having jurisdiction. If the CMAR terminates the Contract under certain terms specified herein, the CMAR may recover from the Owner payment for work completed and approved, including reasonable overhead, profit, and termination costs. The CMAR will not be entitled to overhead and profit on any unperformed work.

3.11 CONTRACT TERMINATION BY THE OWNER

- 3.11.1 If any one of the following occurs, then the Owner may, without prejudice to any other right or remedy, and after giving the CMAR and the CMAR's Surety seven (7) days written notice, terminate the employment of the CMAR:
- A. The CMAR is adjudged bankrupt; or
 - B. The CMAR makes a general assignment for the benefit of the CMAR's creditors; or

- C. A receiver is appointed on account of the CMAR's insolvency; or
- D. The CMAR persistently or repeatedly refuses or fails to supply an adequate number of properly skilled workmen, proper supervision, or proper materials; or
- E. The CMAR fails to make prompt payment to Subcontractors or to materials suppliers for materials or labor; or
- F. The CMAR disregards any law, ordinance, rule, regulation, or order of any Public authority having jurisdiction.
- G. The CMAR otherwise materially breaches the Contract.

3.11.2 Upon termination by the Owner, the Owner may take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the CMAR and may finish the work utilizing whatever means and methods the Owner deems appropriate.

3.11.2.1 Should the Owner terminate the Contract for any of the aforementioned reasons, the CMAR shall not be entitled to receive any further payment until the entire work is fully complete and the actual amount due the CMAR can be properly determined.

3.11.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for any additional professional services, such excess shall be paid to the CMAR. If such costs exceed the unpaid balance, the CMAR or the CMAR's Surety shall promptly pay the difference to the Owner.

3.11.3 The Owner expressly reserves the right to terminate the Contract at any time due to a national emergency, court injunction, or for any reason determined to be in the best interest of the Owner, by giving the CMAR and the CMAR's Surety seven (7) days written notice. The CMAR shall be paid for work completed and approved, including reasonable overhead, profit, and termination costs. The CMAR will not be entitled to overhead and profit on any unperformed work.

3.12 SEPARATE CONTRACTS

3.12.1 The Owner reserves the right to award other separate contracts in connection with other portions of the Project.

3.12.2 The CMAR shall afford the Owner's separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly interface and coordinate the CMAR's work with theirs.

3.12.3 If any part of the CMAR's work depends on the proper execution of the work of any separate contractor, the CMAR shall inspect and promptly report to the Owner and the Architect in writing any discrepancies or defects in such other work. Failure of the CMAR to so inspect and report shall constitute an acceptance of the separate contractor's work as fit and proper to receive the CMAR's work, except as to defects

which may develop in the other separate contractor's work after the execution of the CMAR's work.

3.12.4 The CMAR shall do all cutting, fitting, and patching of the work that may be required to accommodate and incorporate the work of any separate contractor, as shown upon or as reasonably implied by the Contract Documents. The CMAR shall not endanger or alter the work of any separate contractor.

3.12.5 Should the CMAR cause damage to the work or property of any separate contractor on the Project, the CMAR shall, upon written notice, settle with the separate contractor. If any separate contractor asserts any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the CMAR, who shall indemnify, hold harmless, and defend the Owner against any such claim.

3.12.6 If a dispute arises between the CMAR and a separate contractor as to their responsibility for any costs or damages to the Project, the Owner may assign and charge such costs or damages to the CMAR and/or the separate contractor as the Owner, in the Owner's sole discretion, determines to be appropriate.

3.13 ASSIGNMENT

3.13.1 The CMAR binds itself and each of the CMAR's partners, successors, assigns and legal representatives to the Owner and to the Owner's partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

3.13.2 The CMAR shall not assign or sublet the Contract, in whole or in part, without the written consent of the Owner, nor shall the CMAR assign any monies due or to become due to him/her hereunder, without the prior written consent of the Owner.

3.14 SEVERABILITY

3.14.1 The Contract and the various provisions thereof are severable. Should any part, clause, provisions, or terms be declared invalid, ineffective, or unenforceable, the remaining provisions of the Contract shall remain in full legal force and effect.

3.15 INDEMNIFICATION

3.15.1 To the fullest extent permitted by law, the CMAR shall defend, indemnify, and hold harmless the Owner, the Architect, the Architect's consultants, and the agents and employees of any of them from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of the work or caused by the negligent acts or omissions of the CMAR, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- 3.15.2 The Owner and the CMAR shall each indemnify the other for any losses principally caused by the indemnifying party.
- 3.15.3 In any/all claims against the Owner or the Architect or any of their officers, agents, or employees by any employee of the CMAR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- 3.15.4 Obligations of the CMAR hereunder shall not extend to the liability of the Architect, the Architect's agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or the giving of or the failure to give directions or instructions by the Architect, the Architect's agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
- 3.15.5 Obligations of the CMAR hereunder shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist pertaining to a party or person described herein. This indemnification obligation shall not be diminished or limited in any way by the limits of insurance required in this Contract or otherwise available to the CMAR.
- 3.15.6 All indemnification obligations of the CMAR shall survive final payment.

3.16 COMPLIANCE WITH NRS SECTION 338.0117

- 3.16.1 To the extent permitted by applicable law, the CMAR shall comply with all the requirements listed herein for the duration of the Project as attested to by the CMAR in the CMAR's Affidavit of Compliance. The CMAR shall submit a report substantiating the CMAR's successful compliance with each listed requirement prior to submitting the CMAR's final progress payment application:
- A. At least fifty percent (50%) of all workers collectively employed by the CMAR, including any of those workers employed by the CMAR's Subcontractors, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and
 - B. All vehicles used primarily for the Project will be registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS Section 706.826; or will be registered in the State of Nevada; and
 - C. The CMAR and all of the CMAR's Subcontractors will maintain and make available for inspection within this State all payroll records relating to the work and related Project.
- 3.16.2 In the event that the CMAR cannot meet the requirements of Section 3.16.1, the CMAR must provide Written Notice to the Owner within seven (7) days of the CMAR's discovery of that fact and include a detailed explanation of why the requirements of

Section 3.16.1 cannot be met.

3.16.3 If the CMAR causes a material breach of the Contract as a result of a failure to comply with the requirements of Section 3.16.2 the CMAR is liable to the Owner for a penalty in the amount of one percent (1%) of the Contract Sum.

3.16.4 All contracts between the CMAR and a Subcontractor or supplier, and each contract between a Subcontractor and a Sub-Subcontractor or supplier must provide that:

- A. If a party to a contract causes a material breach of the contract between the CMAR and the Owner as a result of a failure to comply with the requirements of this section, the party is liable to the Owner for a penalty in the amount of one percent (1%) of the cost of the largest contract to which it is a party; and
- B. The right to recover the amount determined pursuant to this section by the Owner may be enforced by the Owner directly against the party that causes the material breach; and
- C. No other party is liable to the Owner for a penalty as set forth this section.

3.17 CMAR BIDDING PROCEDURES & OWNER'S OVERSIGHT

NOTE: All CMAR self-performed proposals/bids shall be received by the Owner from the CMAR no less than twenty-four (24) hours prior to the scheduled Subcontractor bid due date.

3.17.1 The CMAR shall coordinate with, document, and disclose to the Owner all qualification, bidding, and contracting procedures utilized in assessing, negotiating with, and contracting with Subcontractors as required by NRS Sections 338.16991 and 338.16995 and by the Contract Documents.

3.17.2 The CMAR shall coordinate all bid openings with the Owner and the Owner shall attend all bid openings.

3.17.3 Immediately following the opening of Subcontractor proposals/bids, the CMAR shall provide the Owner with a list that shall include at minimum the contact information for the Subcontractor, the associated trade, any exclusions, any stipulations/exceptions, and the bid amount.

3.17.4 The CMAR shall demonstrate to the satisfaction of the Owner that the CMAR has adequate previous experience on any work that the CMAR intends to self-perform and shall also provide evidence that the CMAR's proposed cost for such work is lower than the other bids received for that work.

3.18 CMAR PRE-QUALIFICATION OF SUBCONTRACTORS

3.18.1 Prior to advertisement for Subcontractor qualifications the CMAR shall provide the Owner with a copy of the Subcontractor pre-qualification application for review and approval.

3.18.2 The CMAR shall pre-qualify all Subcontractors whose scope of work is more than one

percent (1%) of the total estimated cost of construction in compliance with all requirements of NRS Sections 338.16991 and 338.16995 and with all provisions under this section.

3.18.3 The CMAR shall pre-qualify at least three (3) Subcontractors for each trade/discipline of work unless the Owner issues written authorization to pre-qualify less than three (3) Subcontractors for a specific scope of work.

3.18.4 When pre-qualifying a Subcontractor the CMAR shall consider and utilize only the criteria listed in NRS Section 338.16991(a-j). Per NRS Section 338.16991(5-7), the Owner shall ensure that each Subcontractor determination has been made per the required criteria.

3.18.5 The CMAR shall notify each applicant and the Owner in writing of a determination made pursuant to the required criteria per NRS Section 338.166991(a-j). Any applicant who is not qualified may be appealed to NRS Section 338.1381 to the Owner with whom the CMAR has entered into a contract for the construction of the work.

3.18.6 All Subcontractors, regardless of the value of their portion of the work, except those that are not required to have a State of Nevada Contractor's license pursuant to NRS 624.031(7) or 624.020(3) (merely furnishes materials or supplies without fabricating them into, or consuming them in the performance of, the work of a contractor, shall have and maintain a State of Nevada Contractor's license in good standing for the entire duration of the work, and must not be disqualified by the State Public Works Division pursuant to NRS Section 338.1376.

3.18.7 The CMAR shall maintain a record of all documents generated and received in connection with the pre-qualification of Subcontractors.

3.19 CMAR REQUEST FOR PROPOSALS/BIDS FROM SUBCONTRACTORS

3.19.1 The CMAR shall provide the Owner with a copy of the CMAR's request for Subcontractor proposals along with all associated documentation reasonably requested by Owner for review prior to issuing the request to Subcontractors.

3.19.2 CMAR is to verify that receiving Subcontractors were pre-qualified for the trade and/or scope of work that the proposal applies and provide said verification to the Owner.

3.19.3 If a MANDATORY Pre-Proposal/Bid Meeting was held, the CMAR is to verify that any Subcontractor submitting a proposal/bid attended said meeting.

SECTION 4: THE OWNER

4.1 OWNER'S RESPONSIBILITIES

- 4.1.1 The Owner, either directly and/or through an Owner's Representative, will provide general administration of the Contract Documents, including performance of the functions described herein. Such general administration shall not relieve the CMAR of complete responsibility for the means and methods of construction and performance of the work in accordance with the Contract Documents.
- 4.1.2 The Owner shall furnish site surveys describing the topography and physical characteristics, legal limits, and utility locations for the Project site.
- 4.1.3 Except for securing permits, which is the responsibility of the CMAR under the Contract Documents, the Owner shall pay for all costs associated with plan checking, building permits, easements, utility connection fees for permanent structures, and/or permanent changes in existing facilities.
- 4.1.4 Information or services under the Owner's control shall be furnished by the Owner within a reasonable time to avoid delays in the orderly progress of the work.
- 4.1.5 Prior to the start of construction, the Owner shall obtain all land and rights-of-way necessary for the carrying out and completion of the work.
- 4.1.6 In case of termination of the employment of the Architect, the Owner shall appoint a replacement whose status under the Contract Documents shall be that of the former Architect.
- 4.1.7 The Owner will issue the Notice to Proceed and Certificate of Substantial Completion.
- 4.1.8 The preceding items are in addition to other duties, responsibilities, and rights of the Owner enumerated throughout the Contract Documents.

4.2 OWNER'S AUTHORITY

- 4.2.1 The Owner and the Architect shall always have access to the work. The CMAR shall provide proper equipment and facilities for such access and inspection. If any work is required to be tested or approved, the CMAR shall give the Owner timely notice of the CMAR's readiness for inspection. Neither the observations of the Owner or the Architect in the general administration of the Contract, nor any inspections, tests, or approvals shall relieve the CMAR from the CMAR's obligation to perform the work in accordance with the Contract Documents.
- 4.2.2 If the Owner or the Architect determine that the CMAR has proceeded with work that does not comply with the Contract Documents, then the CMAR shall be required to correct such work at the expense of the CMAR.
- 4.2.3 The Owner will not be responsible for the acts or omissions of the CMAR or any Subcontractor, or any of their agents or employees, or any other persons performing any of the work.

- 4.2.4 If the CMAR defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the CMAR, and without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CMAR the cost of correcting such deficiencies, including the cost of the additional professional services (including attorney's fees) made necessary by such default, neglect, or failure. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall immediately pay the difference to the Owner.
- 4.2.5 If the CMAR fails to carry out the work in accordance with the Contract Documents or fails to correct work which is not in accordance with the Contract Documents, the Owner, by written notice, may order the CMAR to stop the work, or any portion thereof, until the cause for such order has been eliminated. The CMAR shall not be entitled to any compensation or to any additional time for such work stoppage.

4.3 INSPECTION BY THE OWNER

- 4.3.1 The Owner's Construction Project Manager and/or Project Coordinator/Inspector has authority to enforce compliance with the Contract Documents and to direct the CMAR to correct non-complying work. The Architect will render interpretations of the Drawings and Specifications as may be necessary to assist the Construction Project Manager and/or Project Coordinator/Inspector with proper assessment of non-complying work.
- 4.3.2 The Owner's Construction Project Manager and/or Project Coordinator/Inspector may direct the CMAR to stop any unsafe work, any non-complying work, and/or any work that presents a life-safety concern. The CMAR shall not be entitled to any compensation or to any additional time for such work stoppage.
- 4.3.3 Once the CMAR is advised of non-complying work, proceeding with that work or with any related work shall be at the CMAR's risk and at the CMAR's expense.
- 4.3.4 The CMAR shall provide the Owner's Construction Project Manager and/or Project Coordinator/Inspector with a minimum twenty-four (24) hour written notice of all desired inspections required by inspections that are performed by the Owner. The CMAR shall be responsible for scheduling all testing inspections with the professional consultant and/or firm doing any testing work, as well as all inspections required by the Authority Having Jurisdiction (AHJ) for building permit required inspections.
- 4.3.5 The CMAR will be charged for extra inspection services when any work requiring inspection is performed during time periods other than the proposed and agreed upon schedule provided to the Owner by the CMAR. The charges shall be based on the current rate of pay for the Owner's personnel, including any applicable travel and per diem expenses. Charges for extra inspection services beyond the agreed upon schedule provided to the Owner by the CMAR will be processed as deductive changes to the Contract Sum.

- 4.3.6 The Owner shall be permitted to inspect the work, materials, payroll records, personnel records, invoices for materials, and other relevant data of the CMAR and Subcontractors. Such inspection by the Owner shall not be considered a warranty as to the fitness or acceptability of the work, materials, payrolls, records of personnel, invoices for materials and other relevant data and work, and shall not relieve the CMAR or the CMAR's Subcontractors of their obligations or duties required by the Contract Documents.

SECTION 5: THE CONSTRUCTION MANAGER AT RISK (CMAR)

5.1 CMAR'S REVIEW OF CONTRACT

- 5.1.1 The CMAR shall carefully study and compare all parts of the Contract Documents with each other and with all information furnished by the Owner and shall immediately report any discrepancies, conflicts, or inconsistencies that CMAR discovers in writing to the Owner and the Architect.
- 5.1.2 The CMAR shall not be liable to the Owner and/or the Architect for any damages resulting from discrepancies, conflicts, or inconsistencies in the Contract Documents unless the CMAR recognized, or should have recognized, such discrepancies, conflicts, or inconsistencies and failed to report them to the Owner and the Architect. No mobilization shall commence, and no work shall be performed until all required insurance certificates have been provided to the Owner.
- 5.1.2 If the CMAR performs any work knowing that it involves a recognized discrepancy, conflict, or inconsistency in the Contract Documents, without specific notice to the Owner and the Architect, the CMAR shall assume all responsibility for such performance, including but not limited to, any/all costs for correction.
- 5.1.3 The CMAR shall submit cost proposals, progress schedules, payrolls, reports, estimates, records, and other data as the Owner or Architect may request concerning work self-performed under the Contract.

5.2 CMAR'S RESPONSIBILITIES

- 5.2.1 The CMAR shall perform and complete the work in a timely and professional manner and in strict conformance with the Contract Documents.
- 5.2.2 The CMAR shall prepare and submit daily reports to the Owner and the Architect within two (2) days of the reported day. Reports shall include workers on site, work performed, weather conditions, material and equipment deliveries, outstanding issues, and pending RFIs.
- 5.2.3 The CMAR shall supervise and direct all portions of the work. The CMAR shall be solely responsible for all construction procedures, methods, techniques, sequences, and safety, and for coordinating all portions of the work to comply with the Contract Documents. The CMAR shall be responsible for the acts and omissions of the CMAR's employees and Subcontractors, their agents and employees, and all other persons performing any of the work.

- 5.2.4 The CMAR and each Subcontractor, except those that are not required to have a State of Nevada Contractor's license pursuant to NRS 624.031(7) or 624.020(3) (merely furnishes materials or supplies without fabricating them into, or consuming them in the performance of, the work of a contractor, shall have and maintain a State of Nevada Contractor's license in good standing for the entire duration of the work.
- 5.2.5 The CMAR shall at all times enforce good discipline and order among the CMAR's employees and Subcontractors and shall, at the CMAR's own cost, provide the security necessary to adequately protect the work.
- 5.2.6 The CMAR shall at all times, and at the CMAR's own cost, safely guard and protect the Owner's property, the work, and all property adjacent to the Project, from damage, injury, or loss in connection with the Project and shall replace or make good any such damage, injury, or loss. The CMAR shall be responsible for the protection of adjacent property and the maintenance of passageways, guard fences, and other protective facilities.
- 5.2.7 The CMAR shall give all notices and shall comply with all laws, ordinances, rules, orders, and regulations of all public authorities, relating to the performance of the work.
- 5.2.8 In the event of a temporary suspension of the work, and/or during inclement weather, the CMAR shall protect, and shall cause the Subcontractors and Sub- Subcontractors to protect the work and materials against damage, injury, or loss. If any work or materials become damaged, injured, or lost due to any cause within the CMAR's control, such work and materials shall be removed and replaced at the expense of the CMAR.
- 5.2.9 It shall be the CMAR's responsibility to ensure that all construction loading of the structural decks complies with the metal deck manufacturer's allowable loading criteria. The storage of materials and the use of mechanical lifts or other heavy moveable or stationary equipment utilized on elevated concrete slabs to perform work shall be conducted in a safe manner, so as to not cause any damage or deformation to steel decks or other portions of the structure. The CMAR shall take all necessary precautions, including hiring a structural engineer, when necessary, to evaluate the imposed loadings on elevated slabs from materials, manpower, lifts, and equipment, in order to comply with the deck manufacturer's safe loading criteria and deflection limitations. The CMAR shall be fully responsible for any damage caused to elevated slabs or other portions of the work as a result of construction-imposed loads utilized in performing the work. The CMAR shall include adequate provisions in the CMAR's bid to accommodate any limitations, restrictions, or additional costs that are necessary to meet the deck manufacturer's requirements for the metal deck type, spans, and materials specified in the bid documents. The CMAR shall not be entitled to an increase in the Contract Sum or an extension to the Contract Time for complying with any of the requirements of this section.
- 5.2.10 The CMAR shall ensure that all ductwork either stored on site or installed at the Project site is thoroughly sealed to protect against dirt and moisture until such time that the Project site/building is deemed, by the Owner, to be adequately clean to allow for start-up of the associated air handling equipment. Should ductwork not be sealed

as specified, then the CMAR shall have such ductwork professionally cleaned to an as-new condition at no cost to the Owner.

5.3 SUPERINTENDENT, ASSISTANTS & EMPLOYEE SUBSTITUTIONS

- 5.3.1 The CMAR shall employ a competent full-time Superintendent and necessary assistants who shall be in attendance at the Project site throughout the progress of the work. The Superintendent shall represent the CMAR and have full authority to act on the CMAR's behalf.
- 5.3.2 CMAR firm shall not substitute a different employee for an employee whose resume was submitted during the proposal phase of the Request for Proposal solicitation unless: (A) the employee whose resume was submitted is no longer employed by the CMAR; (B) if the employee is unavailable for medical reasons; (C) or if the Owner entered into a contract with the CMAR for Preconstruction services pursuant to NRS 338.1693 more than ninety (90) days after the date on which the final ranking of application was made pursuant to NRS 338.1696(7).

5.4 LABOR AND MATERIALS & APPRENTICE UTILIZATION ACT OF 2019

- 5.4.1 Unless otherwise specifically stated in the Contract Documents, the CMAR shall provide and pay for all labor, materials, tools, equipment, water, light, power, heat, transportation, supervision, temporary construction services, procedures, and facilities of every nature required to properly execute and complete the work in accordance with the Contract Documents. All materials shall be installed in strict compliance with the Contract Documents and the recommendations of the manufacturer.
- 5.4.2 In any case where the manufacturer's installation instructions conflict with the Contract Documents the CMAR shall bring such conflict to the attention of the Owner and the Architect prior to installing the associated materials or equipment, such that the Owner and the Architect may provide direction for an appropriate resolution to the identified conflict. If the CMAR proceed with installing any materials or equipment in a manner contrary to the manufacturer's instructions without first notifying the Owner and the Architect, t h e n the CMAR shall remove and reinstall the materials or equipment in accordance with the manufacturer's instructions at no cost.
- 5.4.3 The CMAR shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. The CMAR shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, race, color, creed, or national origin. The CMAR shall comply with and shall require the CMAR's Subcontractors to comply with all applicable provisions of NRS Title 28 (Public Works and Planning) and NRS Title 53 (Labor and Industrial Relations) and any and all applicable federal laws and regulations.
- 5.4.4 The CMAR shall comply strictly with the requirements of NRS Chapter 338 and the Apprentice Utilization Act of 2019 (Act). CMAR shall indemnify, protect, and defend Owner against any alleged violation of the Act by CMAR or any of its lower-tiered contractors.

A contractor or subcontractor employing a worker as defined in NRS 338.040, shall use one (1) or more apprentices for at least ten percent (10%) of the total hours on vertical construction and three percent (3%) of the total hours for horizontal construction of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work when more than three (3) employees of each craft are employed at the site of work.

❖ *If the construction project is considered a VERTICAL project, then it is subject to ten percent (10%) apprentice utilization.*

A Public Body, upon request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to the bid advertisement; the bid opening; and the award of the contract.

The Labor Commissioner may also grant a waiver from the requirements of Section 1 of this Act after work on the public work has commenced if the public body, contractor, or subcontractor submits documentation and evidence that meets the requirements to establish Good Cause.

Good Cause is defined as:

- a. There are no apprentices available from an apprenticeship program within the jurisdiction where the public work is to be completed as recognized by the State Apprenticeship Council.*
- b. The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; and*
- c. The contractor or subcontractor has requested apprentices from an apprenticeship program and the request has been denied or the request has not been approved within five (5) business days.*

The term Good Cause does not include the refusal of a contractor or subcontractor to enter into an apprenticeship agreement.

Workforce Information (to comply with the Act):

- a. Upon request from OWNER, the contractor is required to submit the Comprehensive Contractor/Subcontractor List and Project Workforce Checklist.*
- b. Contractor is required to submit, within ten (10) business days of request for Project Workforce Checklist, all supporting documentation for waiver(s), including, but not limited to, the Request for Apprentice Availability on A Public work form.*
- c. Submit all requested documentation to cmarrfp@cityoffernley.org and identify in the email the construction project to which the documents apply.*

❖ *Failure to submit the required documentation within the required timeframe may delay the Notice to Proceed and will not be considered as cause for contract time extension.*

- 5.4.5 When required by the Contract Documents, the CMAR shall ensure that all employees on the Project are paid in accordance with the Prevailing Wage Rates as published in the Contract Documents and as issued by the State Labor Commissioner for the area or place of the work. The CMAR shall forfeit, by deductive Change Order, the amounts stipulated in NRS Section 338.060, should the CMAR fail to comply with any of the applicable prevailing wage rate requirements.
- 5.4.6 The CMAR shall ensure that all the CMAR's Subcontractors comply with the reporting requirements of NRS Section 338.070.
- 5.4.7 All work performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the Owner unless previously agreed to otherwise by the Owner.
- 5.4.8 Unless otherwise specifically required, all materials and equipment incorporated in the work shall be new, free of faults and defects, and shall conform to the Contract Documents. If required, the CMAR shall furnish evidence, satisfactory to the Owner, as to the type and quality of all materials and equipment.
- 5.4.9 No materials or equipment for the work shall be purchased by the CMAR, nor shall the CMAR permit any Subcontractor to purchase materials or equipment, that are subject to any chattel mortgage or are under a conditional sale contract or other security agreement by which any right, title, or interest is retained by the seller.
- 5.4.10 All materials and equipment used in the work shall be subject to inspection and testing in accordance with accepted standards to ensure conformity with the requirements of the Contract Documents, laws, ordinances, rules and regulations, or orders of any public authority having jurisdiction. Where specific certificates concerning materials and/or equipment are required, securing payment for the prompt delivery of such certificates shall be the responsibility of the CMAR. Such certificates shall be executed by qualified firms acceptable to the Owner, shall include all information required by the Contract Documents and shall clearly refer specifically to the relevant materials and/or equipment.

5.5 TEMPORARY UTILITIES, HEATING, AND COOLING

- 5.5.1 The CMAR shall be solely responsible for providing all necessary temporary utilities. The CMAR shall pay all costs related thereto, including, but not limited to, applications, fees, permits, engineering, and any other costs as may be required to acquire temporary utilities. The Owner will not be responsible for any delays or costs related to obtaining temporary utilities unless otherwise agreed to by Owner.
- 5.5.2 Temporary utilities may be connected to the Owner's existing metered utilities only with the Owner's and utility company's written authorization. Any connection to the

Owner's existing utilities shall be separately metered to allow for proper allocation of utility costs unless another arrangement is specifically agreed to and authorized by the Owner in writing. Temporary meters shall be removed upon completion of the work.

- 5.5.3 The CMAR shall be solely responsible for providing temporary heating, cooling, and/or ventilation as required to prevent degradation or damage to the work unless otherwise agreed to by Owner. The permanent heating, cooling, and air handling systems shall not be utilized for the purpose of temporary heating, cooling, or ventilation until the Owner approves of such use in writing. In no case shall the permanent heating, cooling, or air handling systems be operated until they are complete, including formal start-up, check-out, and testing and balancing. Utilization of any of the permanent heating, cooling, or air handling systems prior to Substantial Completion shall not impact the specified warranty for such equipment, which shall begin on the date of Substantial Completion.

5.6 EMERGENCIES

- 5.6.1 In case of an emergency, which threatens loss or damage to property, personal injury, or life safety, the CMAR shall immediately take all feasible actions to prevent or mitigate such loss, damage, injury, or death, without awaiting instructions from the Owner or the Architect. The CMAR shall notify the Owner and the Architect in writing of such emergency at the first feasible opportunity.
- 5.6.2 The amount of reimbursement claimed by the CMAR on account of any emergency action shall be determined in the manner provided herein for claims.
- 5.6.3 The CMAR shall maintain a current emergency telephone number list at the job site. The list shall include telephone numbers for the CMAR's Superintendent and for other responsible CMAR representatives that can be contacted after normal working hours in the event of an emergency. This list shall be prominently posted both inside and outside of the CMAR's field office.

5.7 PROGRESS PHOTOGRAPHS

- 5.7.1 The CMAR shall take not less than twelve progress photographs of the work each month at a minimum resolution of 640 by 480 pixels. The photographs shall be taken with the intent of providing a clear and complete depiction of overall Project progress. Each photograph is to be clearly marked with the time, date, location/view, and other details sufficient to identify the subject.
- 5.7.2 Camera view/locations shall be coordinated with and approved by the Owner or the Architect.
- 5.7.3 Progress photos shall be stored on an electronic jump-drive/flash drive and issued to the Owner along with each progress payment application. Other data storage formats will be acceptable to the Owner with prior approval.

5.8 TAXES, PERMITS, FEES, AND NOTICES

- 5.8.1 The CMAR shall pay all sales, consumer, use, and other taxes required by law.
- 5.8.2 The CMAR shall secure and pay for all construction-related permits, fees, and licenses necessary for the proper execution and completion of the work, including, but not limited to, dust control permits, storm water mitigation permits, and temporary utility tap fees. Municipal or county plan checking, building permit or permanent utility usage fees will be the responsibility of the Owner.
- 5.8.3 The CMAR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the work. If the CMAR discovers that any of the Contract Documents are at variance therewith, he shall immediately notify the Owner and the Architect in writing. If the CMAR performs any work which he knows or should have known to be contrary to such laws, ordinances, rules, and regulations, or orders, without such written notice and written instruction from the Owner or Architect, he shall assume full responsibility therefore and shall bear all costs attributable thereto. Any permit issued shall not warrant continued work in violation of law and once discovered, must be remediated and paid for by Owner.

5.9 PROJECT SIGNS

- 5.9.1 Within thirty (30) days of the Notice to Proceed, and maintain for the life of the Project, the CMAR shall erect one painted Project identification sign of the design, text, and colors designated by the Architect, measuring 4 feet by 8 feet (4' x 8'), in the format directed by the Owner.
- 5.9.2 This sign shall be the only CMAR sign displayed on the Project site. The sign shall include as a minimum the Project name, the Architect, the CMAR, City of Fernley, and major Subcontractors.

5.10 ACCESS ROADS

- 5.10.1 The CMAR shall use designated access roads as directed by the Owner, and the CMAR shall always keep these roads passable. The CMAR shall be entirely responsible for any damage to roads, trees, shrubs, gates, fences, grass, curbs, gutters, and driveways due to construction usage. All damaged portions shall be restored by the CMAR, at the CMAR's own cost, to the same condition as existed before the commencement of the work.
- 5.10.2 Dirt roads shall be periodically sprinkled with water when dust conditions create an onsite or offsite hazard or nuisance to workmen, neighboring properties, or the public in general. The CMAR shall secure and pay for any dust control permits required by State or local jurisdictions.

5.11 CONSTRUCTION SURVEYS

5.11.1 Unless otherwise expressly provided for in the Contract Documents, the CMAR shall furnish and pay for all construction surveys necessary for execution of the work or required by the Contract Documents.

5.12 ARCHAEOLOGICAL FINDINGS

5.12.1 Any historic, prehistoric, archeological evidence, or artifacts discovered on the site shall remain undisturbed and shall be reported immediately to the Owner in writing. Any such findings are the property of the Owner.

5.13 SUBSURFACE CONDITIONS

5.13.1 Should the CMAR encounter subsurface or hidden conditions at the site materially differing from those indicated in the Contract Documents, the CMAR shall immediately give written notice to the Owner and the Architect of such conditions before they are disturbed. The Architect will investigate the conditions, and if found to materially differ, the Architect will, after consultation with the Owner, make such changes in the Contract Documents as deemed necessary. Any increase or decrease in cost resulting from such changes will be adjusted by Change Order.

5.13.2 The CMAR shall perform all work in strict conformance with the current “*Call Before You Dig*” program applicable at the location of the Project.

5.14 PATENTS AND ROYALTIES

5.14.1 To the fullest extent permitted by law, the CMAR shall defend and hold harmless the Owner and the Owner’s officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of claimed infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the work, including the use of the work by the Owner, unless otherwise specifically stipulated in the Contract Documents.

5.14.2 If the CMAR uses any design, device or materials covered by letters, patent, or copyright, the CMAR shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material.

5.14.3 It is mutually agreed and understood, that without exception, the Contract Sum includes all royalties or costs arising from the use of any such design, device, or materials in the work.

5.15 MATERIALS TESTING

5.15.1 Testing of construction materials delivered to the job site shall be carried out by the Owner unless otherwise required in the Contract Documents. The Owner shall select the testing laboratory or inspection agency to carry out this work. The purpose of such

testing is to verify conformity of materials and/or equipment with the Contract Documents. Where tests indicate conformity, costs of testing will be paid by the Owner; where tests indicate non-conformance, costs of re-testing will be paid by the CMAR by deductive Change Order.

5.15.2 If special inspection or testing requirements are established by any of the Contract Documents, performance of and payment for such inspection or testing shall be as specifically stated therein. If the manner of payment is not specified or if there is no mention of such inspection or testing in the Contract Documents, but such inspection is judged necessary by the Owner, then the Owner shall pay the cost thereof. The CMAR shall cooperate toward minimizing the cost of such inspection and testing.

5.15.3 All testing and inspection carried out by the Owner is for the benefit of the Owner and not the CMAR. Lack of performance or failure on the part of any testing laboratory or inspection agency retained by the Owner shall not relieve the CMAR of the CMAR's responsibility to complete the work in accordance with the Contract Documents.

5.16 CORRECTION OF THE WORK

5.16.1 If any work is covered prior to either a specified or a requested inspection, the CMAR shall uncover the work for observation and if found to be defective or non-conforming shall replace the work at no cost to the Owner.

5.16.2 If any work has been covered, which the Owner or the Architect has not specifically requested to observe prior to being covered, the Owner may request to see such work and it shall be uncovered by the CMAR. If the uncovered work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If the uncovered work is not in accordance with the Contract Documents, the CMAR shall pay such costs.

5.16.3 The CMAR shall promptly correct all work rejected as defective or as failing to conform to the Contract Documents, whether observed before or after the Certificate of Substantial Completion is issued, and whether or not fabricated, installed, or completed. The CMAR shall bear all costs of correcting such rejected work, including, but not limited to, the cost for additional professional services.

5.16.4 The CMAR shall bear all costs associated with making good all work of separate contractors destroyed or damaged by removal or correction.

5.16.5 If the CMAR does not remove defective or non-conforming work immediately upon written notice, the Owner may remove it and may store the materials or equipment at the expense of the CMAR. If the CMAR does not pay the cost of such removal and storage immediately upon written notice, the Owner may sell such work at auction or at private sale to recover the related costs. If such proceeds do not cover all related costs incurred by the Owner, the difference shall be charged to the CMAR, and an appropriate Change Order shall be issued.

5.16.6 If the CMAR fails to correct defective or non-conforming work, the Owner may correct it at the CMAR's expense.

5.16.7 If the Owner prefers to accept non-conforming work, Owner may do so instead of

requiring its removal or correction, in which case an appropriate reduction will be made to the Contract Sum, or, if the amount is determined after final payment, such amount shall be paid to the Owner by the CMAR immediately upon written notice.

- 5.16.8 All damage or loss to any property caused in whole or in part by the CMAR, any Subcontractor, Sub-Subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CMAR, except damage or loss attributable to errors and/or omissions in the Contract Documents.

5.17 SUBCONTRACTORS & SUBSTITUTES

- 5.17.1 After selecting a subcontractor, the CMAR shall not change Subcontractors without proper justification and without the prior written approval of the Owner.

- 5.17.2 Should the CMAR decide for any reason to substitute a Subcontractor for work that the CMAR listed to be self-performed, the CMAR shall provide a written explanation of why the Subcontractor was not utilized in the original list and why the substitution is in the best interest of the Owner. The Owner reserves the right to either approve or deny such requests.

- 5.17.3 If the Owner has a reasonable objection to any Subcontractor, and requests in writing a change in Subcontractors, the CMAR shall submit an acceptable substitute, and the Contract Sum may be increased or decreased by any reasonable costs directly caused by such substitution.

- 5.17.4 The CMAR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the CMAR by all Contract Documents. These provisions shall include, but shall not be limited to, the following:

- A. Require that the Subcontractor's work be performed in accordance with the requirements of the Contract Documents and be guaranteed for a period of one year after the date of Substantial Completion, or as may be required in the Contract Documents.
- B. Require that the Subcontractor's work be performed in accordance with the CMAR's construction schedule to ensure completion within the Contract Time.
- C. Require that all claims by the Subcontractor for additional costs or extensions of time with respect to subcontracted portions of the work shall be submitted to the CMAR in the time and manner provided in the Contract Documents for like claims by the CMAR upon the Owner.

- 5.17.5 The CMAR shall pay each Subcontractor, within ten (10) calendar days after receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the CMAR on account of each Subcontractor's work. The CMAR shall also require that each Subcontractor make similar payments to each Sub-Subcontractor.

- 5.17.6 The CMAR shall be as fully responsible to the Owner for the acts and omissions of the CMAR's Subcontractors, and of persons either directly or indirectly employed by

them, as he is for the acts and omissions of the persons directly employed by him. If, through acts or neglect on the part of the CMAR, any Subcontractor suffers loss or damage, the CMAR agrees to settle with such Subcontractor. If such Subcontractor asserts any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the CMAR, who shall indemnify, hold harmless, and defend the Owner against any such claim.

5.17.7 If the CMAR fails to make appropriate payments to any Subcontractor, Sub-Subcontractor, worker, and/or supplier, then the Owner may pay unpaid bills and/or withhold from the CMAR's unpaid compensation a sum of money deemed reasonably sufficient to reimburse the Owner or pay any/all such claims until satisfactory evidence is furnished that all such liabilities have been fully discharged by the CMAR; however, in no event shall the provisions of this paragraph be construed to impose any obligations upon the Owner to the CMAR, Subcontractors, Sub-Subcontractors, workers, and/or suppliers. In paying any unpaid bills of the CMAR, the Owner shall be deemed the agent of the CMAR, and any payment so made by the Owner, shall be considered as a payment made under the Contract Documents by the Owner to the CMAR, and the Owner shall not be liable to the CMAR for any such payment made in good faith.

5.17.8 The CMAR shall be responsible for the proper distribution of all insurance recoveries resulting from an insured loss under the Contract.

5.17.9 The Owner may furnish to a Subcontractor or supplier, information regarding payments to the CMAR on account of work done by such Subcontractor or supplier, if requested.

5.17.10 Neither the Owner nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor, workman, or supplier, except as may otherwise be required by law.

5.17.11 Prior to receiving or accepting any payment, each Subcontractor must have a valid Nevada business license, pursuant to NRS 338.072.

5.18 SAFETY PROGRAM & HOT WORK PERMIT

5.18.1 In order to be eligible to provide labor on the Project, the CMAR must have in existence a Safety Program. This requirement is a reasonable precaution to ensure a safe working environment on construction projects that may involve workers being in relatively close contact with students, staff, and the community.

5.18.2 The CMAR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

5.18.3 All work shall be performed in strict accordance with the most current edition of the State of Nevada Occupational Safety and Health Standards.

5.18.4 The CMAR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

- A. All employees on the Project and all other persons who may be affected thereby.
- B. All work, whether in storage on or off the site.
- C. All property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

- 5.18.5 The CMAR shall comply with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction for the safety of persons or property, or to protect them from damage, injury, or loss. The CMAR shall erect and maintain, as required by existing conditions and by the progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating regulations, and notifying Owners and users of adjacent properties.
- 5.18.6 The CMAR's Project Superintendent, unless otherwise designated in writing by the CMAR to the Owner, shall serve as the responsible member of the CMAR's organization at the site, whose duty shall be supervision and practice of the CMAR's Safety Program (and the prevention of accidents. In any emergency affecting the safety of persons or property, the CMAR shall act, at discretion, to prevent threatened damage, injury, or loss.
- 5.18.7 The CMAR shall be responsible for the safe operation of all equipment, for utilizing safe construction methods, and for any damage which may result from failure or from improper construction, maintenance, or operation.
- 5.18.8 The CMAR shall securely fence, barricade, cover, or otherwise adequately protect all excavations, holes, shafts, or other hazards to guard against danger to persons or animals and shall properly maintain such protection until the completion of the Project.
- 5.18.9 The CMAR shall immediately notify the Owner, and shall take immediate action to prevent damage, injury, or loss, should any suspected hazardous materials be encountered during the course of work on the Project.
- 5.18.10 Prior to conducting any hot work (welding, brazing, soldering, cutting, grinding, etc.) in an existing building the CMAR shall complete and submit to the Owner a Hot Work Permit (utilizing the associated form as issued by Factory Mutual or Global Risk Consultants).

5.19 SITE MANAGEMENT & CLEANUP PROCEDURES

- 5.19.1 The CMAR shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site. The CMAR shall always keep the site and the work free from accumulation of waste materials and debris resulting from the CMAR's operations.
- 5.19.2 The CMAR shall obtain any required dust control permit and shall implement a dust control program prior to beginning any activity at the Project site. The CMAR's dust control program shall comply with all applicable state and local requirements. At a

minimum, the CMAR shall periodically shower the entire construction site with water as required to prevent blowing dust from becoming a hazard or nuisance to workmen, neighboring properties, or the public.

5.19.3 The CMAR shall develop and implement a stormwater pollution prevention plan complying with the most current version of the federal Environmental Protection Agency Construction General Permit, or with applicable state or local stormwater pollution prevention requirements, whichever is more stringent.

5.19.4 Upon completion of the work the CMAR shall remove all waste materials, debris, tools, construction equipment and machinery, and surplus materials from the Project site. The CMAR shall clean all surfaces and leave the work in a finished, cleaned, washed, waxed, and polished condition. The cleanup requirements are also specifically applicable to all mechanical equipment and to all mechanical equipment rooms.

5.20 ROOFING INSTALLATION AND PROTECTION

5.20.1 No work including staging or access to other portions of the work shall be permitted on the finished membrane.

5.20.2 All roofing work shall commence at the furthest point from the workers' access and progress back towards the access point.

5.20.3 If staging, access, or work is required on the finished membrane, the CMAR shall provide protection along the access path and under the work extending 48 inches beyond the required work area. Protection shall consist of $\frac{3}{4}$ inch plywood over a heavy canvas tarp with sandbag ballasts as required to prevent the plywood from becoming airborne during strong winds.

5.21 QUALITY ASSURANCE & QUALITY CONTROL PROGRAM

5.21.1 The CMAR shall develop and implement an appropriate Quality Assurance & Quality Control Program for the Project. A detailed description of the program shall be furnished to the Owner and the Architect for review prior to submitting the first progress payment application.

5.22 DRUG AND ALCOHOL POLICY

5.22.1 In order to be eligible to provide labor on the Project, the CMAR must have in existence a Drug and Alcohol Policy. This requirement is a reasonable precaution to ensure a safe and drug-free environment on City construction projects that may involve workers being in relatively close contact with students.

5.22.2 All other contractors who provide labor on CITY projects, regardless of tier, shall have in place a Drug and Alcohol Policy applicable to all workers who will be employed on those projects.

5.22.3 Drug and Alcohol Policies must meet the minimum requirements of the Owner. The CMAR shall demonstrate compliance with this provision by submitting a certification

under penalty of perjury that the Drug and Alcohol Policy is in place, that it will be actively enforced, and that all workers who will be employed on the Project will have undergone the pre-placement drug testing required by Owner.

5.22.4 Owner, is empowered to review any/all contractors' records of enforcement of any/all contractors' Drug and Alcohol Policy at any time during the period following award of the resulting contract up to and including completion of the Project in order to determine whether the Drug and Alcohol Policy is in fact being enforced. Any/all contractors shall forthwith deliver to the Owner any/all records requested to determine compliance with the Drug and Alcohol Policy requirement. Failure to maintain or rigorously enforce the Drug and Alcohol Policy or to timely respond to the Owner demands for production of records relating to the Drug and Alcohol Policy may result in termination of the Project contract at no cost to the Owner.

5.23 ENVIRONMENTAL SAFETY REGULATIONS (updated as of December 2020)

MATERIAL DISTURBANCE PERMIT

The building Material Disturbance Permit (MDP) is a City of Fernley (CITY) document that identifies asbestos and lead site specific information, and it is issued by the Environmental, Safety and Assessment (ES&A) Department. A site-specific Material Disturbance Permit is required for each project. Each project and facility require a separate Material Disturbance Permit because each facility has specific information and direction regarding asbestos and lead, as each facility is different in that regard. The Material Disturbance Permit is to be requested by the Project Manager, in accordance with current Material Disturbance Permit requirements. No work can be done by a Contractor for CITY of FERNLEY without an MDP.

WATER SYSTEM DISTURBANCE

Improper closing of valves and other improperly conducted disruptions to City facilities can result in cross connections and back siphoning of chemicals and other contaminants into the water supply. Since these disturbances are very important, Owner has added a water system disturbance section to the Material Disturbance Permit (MDP). work, as a part of this contract, may involve the disturbance of a facilities water distribution system and, as such, the Contractor is required to comply with the Water System Disturbance Permit Appendix section of the Material, Water and Lead Disturbance Permit for any work impacting a facility water system.

The Contractor shall carefully comply with all requirements of the Material, Water and Lead Disturbance Permit, and shall be aware of this process prior to bid preparation and any construction. The permit requirements are hereby made a part of this specification and contract to the same extent as if bound herein and shall apply to all contractors, Subcontractors, and Sub-Subcontractors.

The Contractor shall be responsible for all costs incurred by Owner, including the consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from an unauthorized disturbance of a water system caused by the Contractor, Subcontractors, and Subcontractors resulting in a cross connection or backflow incident.

If Contractors have any questions regarding the requirements of the Water System Disturbance Permit, please call the ES&A Department for the Regulated Systems Compliance and Safety Officers at (775) 325-8491.

INDOOR ENVIRONMENTAL QUALITY

Preventative job site practices will reduce the potential for residual problems with indoor air quality in completed buildings and reduce undue health risks for all workers. The following are the minimum standards required by the CITY for on-site construction in the city.

A. Existing HVAC System:

When feasible, the HVAC system for the project area will be shut down for the duration of the project. If occupied spaces will be adversely affected by the shut-down of the system, construction area return registers should be sealed with polyethylene sheeting and secured as an alternative. Registers must be sealed prior to the start of work.

B. Separating Occupied Spaces from Non-Occupied:

Keep work areas separate from occupied spaces with polyethylene sheeting (or similar) if there are no other natural barriers in place OR in spaces where air exchange will occur around the barriers.

C. Ventilation:

During the installation of carpet, paints, furnishings, and any other VOC emitting products, provide “spot” ventilation during application/installation and for at least 24 hours after the work is completed. In most cases, opening windows and doors will not be enough to effectively exhaust contaminants. It is recommended that an exhaust fan be used to pull polluted air out of the building. This can be accomplished by placing a fan in a window or door and temporarily sealing any opening around the fan with plastic. Additionally, a door or window at the opposite end of the room should be opened to allow fresh, outdoor air to flow across the work area and sweep polluted air out through the exhaust fan. As long as odors are present, the temporary exhaust ventilation must continue to operate. This may include nights and weekends, as necessary. Ventilation should continue for a minimum of 24 hours after the completion of the project or until there are no more noticeable odors.

D. Construction Dust:

Minimize the amount of dust in the air and on surfaces. Examples include the use of vacuum assisted drywall sanding equipment and the use of vacuums instead of brooms to clean construction dust from floors.

E. After Hours Scheduling:

Schedule high dust generating operations or extreme noise generating activities for after normal working hours. (i.e., saw cutting, jack hammering) and install temporary barriers to confine dust, as necessary.

F. Gasoline/Diesel Powered Equipment:

Electric powered equipment must be used in lieu of diesel or gasoline powered equipment. Gas and diesel equipment may not be used inside a CITY building or near an outdoor fresh air building intake.

G. Material Safety Data Sheets (MSDS):

MSDS must be made be maintained onsite and made available upon request as required by federal law.

H. Construction Completion:

Prior to the occupancy of the building but after the installation of new furniture, carpet, etc., the building should be flushed with 100% outside air for one to three days.

I. Air Filters:

Replace all filtration media immediately at the conclusion of the job.

J. Monitoring Air Quality:

Indoor air quality monitoring will be conducted randomly throughout the project. Results and any recommendations will be communicated through the building inspector to construction management.

K. Preconstruction work Area Inspection:

Any overhead work including roof, the Contractor shall conduct a pre room condition walk through with CITY Project Manager to determine the level of cleanliness that will be expected at completion of project. Contractor shall be responsible for cleaning all exposed surfaces within the facility beneath the work area. At the completion of the project, the Contractor shall clean all exposed surfaces within the facility beneath the aforementioned work area including but not limited to all shelving, duct, lighting, flooring, furniture, etc.

LOCK OUT TAG OUT (LOTO) PROCEDURE

When applicable to the work of the project, the Contractor will be responsible for the isolation and termination of all building systems that may be impacted by the scope of work within this bid. Contractor will coordinate all shut-down processes with the construction manager prior to any shutdowns up to and including Lock Out Tag Out procedures 24 hours prior to any shutdowns. CITY will make the final determination of which systems and location shall be isolated. All Lock Out Tag Out will be performed at main service panel.

5.24 BUILDING INFORMATION MODELING (BIM) REQUIRED FOR NEW BUILDINGS

5.24.1 Building Information Modeling (BIM) is an intelligent 3D model-based process that gives architecture, engineering, and construction professionals the insight and tools to plan more efficiently, design, construct, and manage buildings and infrastructure.

5.24.2 The Level of Development (**LOD**) Specification is a reference that enables architecture, engineering, and construction professionals to specify and articulate with a high level of clarity the content and reliability of BIMs at various stages in the design and construction process

5.24.3 The LOD for this Project's BIM shall be LOD 300. At the completion of the Project, said model shall be provided to the Owner in full editable and usable format. The Model or Revit file will be provided to the awarded Contractor (except electrical). The

Electrical Subcontractor will be required to provide the Subcontractor's own Revit file.

5.24.4 Required for new buildings, the BIM modeling, at a minimum, shall include:

- 1) all duct work and air handling equipment (ductwork shall show flanges) and model shall show insulation around duct work
- 2) all mechanical equipment
- 3) all hangers including Unistrut, clevis, all-thread, and strap material
- 4) duct fittings including HETO (high efficiency take off) and flex and diffusers/grilles
- 5) electrical work and controls conduit cumulating 1.5 inches or larger
- 6) mechanical access zones
- 7) fire/smoke or fire dampers including access zones.
- 8) mechanical piping larger than ¾ inch
- 9) refrigerant lines, no matter the size
- 10) cable tray
- 11) electrical equipment
- 12) all hangers and supports for electrical equipment
- 13) all light fixtures
- 14) all power feeds including conduit or bus bars
- 15) outlets and switches where location is a priority for architectural
- 16) electrical equipment access zones
- 17) all occupancy sensors, daylight sensors, exit signs, fire alarm strobes and horns, cameras, speakers, and av equipment located in ceiling grid.
- 18) natural gas lines larger than ½ inch
- 19) plumbing lines larger than ½ inch
- 20) insulation shall be shown with the correct sizing on plumbing lines
- 21) all plumbing valves and cleanouts
- 22) access zones to plumbing valves and cleanouts
- 23) fire protection piping no matter the size
- 24) fire protection drops
- 25) fire protection equipment
- 26) the entire steel structure including beams, columns, supports, braces, bent plate, supports or secondary supports
- 27) all catwalks and their support systems
- 28) all concrete and block structures include walls, columns, or beams
- 29) all access doors in the architectural ceiling for access to all electrical, plumbing, and mechanical systems
- 30) ceiling grid
- 31) all walls windows and doors
- 32) lab hoods
- 33) soda machine lines
- 34) kitchen equipment and hoods

SECTION 6: THE ARCHITECT

6.1 ARCHITECT'S RESPONSIBILITIES

- 6.1.1 The Architect will provide all applicable professional services for the duration of the Project. The Architect is the Owner's representative and will advise and consult with

the Owner for the duration of the Project.

- 6.1.2 The Architect will be the interpreter of the Drawings and Specifications and will render interpretations as may be necessary for proper execution of the work.
- 6.1.3 The Architect will review and respond to all Requests for Information issued by the CMAR within the time period stipulated in Section 2.3.
- 6.1.4 The Architect shall always have complete access to the work.
- 6.1.5 The Architect will make periodic visits to the site to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the Contract Documents.
- 6.1.6 The Architect will review all shop drawings, samples, and submittals required by the Contract Documents.
- 6.1.7 The Architect will not be responsible for the acts or omissions of the CMAR and/or their agents or employees, or any Subcontractor, Sub-Subcontractor, or any other persons performing any of the work.
- 6.1.8 Based upon site observations and the CMAR's progress payment applications, the Architect will review and make recommendations to the Owner, regarding the amounts claimed by the CMAR in each progress payment application.
- 6.1.9 The Architect will have authority to reject work which does not conform to the Contract Documents.
- 6.1.10 The Architect will prepare Change Orders and Construction Change Directives for review and approval by the Owner.
- 6.1.11 The Architect will have authority to order minor changes in the work that do not involve a change in the Contract Sum or the Contract Time.
- 6.1.12 The Architect shall attend and conduct all scheduled construction progress meetings at the Project site.
- 6.1.13 The Architect's decisions on matters relating to aesthetics will be final if consistent with the intent expressed in the Contract Documents.

SECTION 7: INSURANCE AND BONDING

7.1 GENERAL REQUIREMENTS OF INSURANCE DOCUMENTATION

- 7.1.1 Without limiting any of the other obligations or liabilities of the CMAR, the CMAR shall, at the CMAR's sole expense, procure, maintain, and keep in force not less than the following amounts, types, and coverages of insurance conforming to the minimum requirements set forth in this section, unless otherwise agreed to by the Owner in writing.
 - 7.1.1.1 The required insurance coverage shall be procured before any work

commences on the Project and shall always be maintained continuously in force. If the CMAR fails to comply with this section, the CMAR shall be considered in default of the Contract, if determined by the Owner.

7.1.2 Without limiting any of the other obligations or liabilities of the CMAR, the CMAR shall, at the CMAR's sole expense, cause each Subcontractor and each Sub-Subcontractor involved with the work of construction under the direction and control of the CMAR for this contract, to procure, maintain and keep continuously in force insurance types and limits to conform to the minimum requirements set forth in this section, unless otherwise agreed to beforehand by the Owner in writing.

7.1.2.1 The required insurance coverage shall be procured before any work commences on the Project and shall always be maintained continuously in force.

7.1.3 Unless specified herein or otherwise agreed to by the Owner, the required insurance policy(s) and required endorsements shall be received and in effect prior to the commencement of work by the CMAR. The certificates for each insurance policy shall be signed by a person authorized by the insured's agent or broker and shall continue in force until the latter of the following conditions:

- A. Final acceptance by the Owner of the completed work and acceptance of final payment by the CMAR.
- B. At such time that the insurance is no longer required by the Owner under the terms of the Contract Documents.
- C. The expiration of any applicable law (including any Statute of Repose), by which any party may bring a claim against Owner.

7.1.4 As evidence of compliance with the insurance required in the section, the CMAR shall furnish the Owner with all certificates of insurance liability coverage (using an Acor Form 25 or equivalent form approved by the Owner) prior to the award of the contract. The CMAR shall maintain original copies of Subcontractor insurance certificates for the duration of the Project and through the warranty period. Such records shall be furnished to the Owner upon request. The certificates for each insurance policy shall be signed by a person authorized by the insured's agent or broker.

7.1.5 The Owner reserves the right to require and obtain complete, certified copies of any insurance policies required by the Contract Documents at any time. Complete copies of policies shall be furnished by the CMAR and by any Subcontractor or Sub-Subcontractor within thirty (30) days after a written request is issued by the Owner. In lieu of a required certificate of insurance the CMAR may furnish an original binder signed by an authorized representative of the Insurer(s) for a maximum of sixty (60) days from the date of inception of the associated policy(s). Said certificates of insurance or original binder must include the Additional Insured Endorsement as required in this section.

7.1.6 Except as provided below, coverages shall not be suspended, cancelled, non-renewed or reduced in coverage or in limits by either the CMAR or by the CMAR's Insurer, without written notice by email to: cmarrfp@cityoffernley.org (preferred), or at a

minimum via U.S. Mail of said suspension, cancellation, non-renewal, or reduction in coverage, or in limits by the CMAR or the Insurer given no less than thirty (30) days. The Contractor's insurance certificates shall include endorsement(s) stating that thirty (30) days' prior written notice will be given by the Insurer to the certificate holder if cancellation is to be before the expiration date set forth in the certificate.

- 7.1.7 Cancellation by the Insurer for non-payment of premium requires that the Insurer give the CMAR a notice of cancellation ten (10) calendar days before the effective date of the cancellation and the CMAR shall notify Owner immediately upon receipt of the notice.
- 7.1.8 CMAR's Insurers or Surety Company(s) shall have and maintain throughout the period for which coverage is required, an A.M. Best Company Rating of A- or better and an A.M. Best Company Financial Size Category of X or better, unless specifically waived or adjusted by the Owner.
- 7.1.9 Insurers or Surety Company(s) providing the insurance or providing the bonds required by this Contract must be either:
 - A. Authorized by certificates of authority issued by the Department of Insurance of the State of Nevada; or
 - B. With respect only to Workers' Compensation, be authorized as a Self-Insured under NRS Section 616.291.
- 7.1.10 The insurance provided by the CMAR and the CMAR's Subcontractors pursuant to this Contract shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner shall be in excess of and not contributing to the insurance provided by or on behalf of the CMAR. Coverage maintained by the CMAR or the CMAR's Subcontractors shall apply first, before any other insurance, on a primary basis, and without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Owner. Such approval shall not relieve the CMAR from payment of any deductible or self-insured retention owed on CMAR's insurance.
- 7.1.11 The Owner and the Architect shall be named as Additional Insured on all insurance provided by the CMAR and the CMAR's Subcontractors as required in this section (except for Workers Compensation). The Workers Compensation Insurance shall provide a Waiver of Subrogation endorsement as required in this section. The CMAR shall comply with all warranties required by the Insurer. Any deductible shall be the responsibility of the CMAR.
- 7.1.12 Failure to maintain the required insurance or surety requirements may result in termination of this contract at Owner's option. If CMAR or its Subcontractors fails to maintain insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance or bond at the CMAR's and/or Subcontractor's expense.
- 7.1.13 By requiring insurance herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Owner and such coverage and limits shall not be deemed as a limitation on CMAR's or Subcontractor's liability under the indemnities granted to Owner in this contract.

7.2 COMMERCIAL GENERAL LIABILITY INSURANCE

7.2.1 The CMAR shall carry and maintain a Commercial General Liability (CGL) Insurance and, if necessary, a Commercial Umbrella Liability Insurance, provided on a form at least as broad as the Insurance Service Office (ISO) CG 00 01 12 07 and/or CG 00 01 04 13 occurrence forms and shall cover all operations, activities and exposures of the CMAR including, but not limited to, the following:

- A. Premises and Operations Liability.
- B. Products and Completed Operations Liability.
- C. Personal and Advertising Injury.
- D. Contractual Liability safeguarding the obligations assumed by the CMAR in the Contract Documents.
- E. Liability which the CMAR may incur as a result of the operations, acts, or omissions of the CMAR's Subcontractors, independent contractors, suppliers, their agents, or employees.
- F. "Claims Made" or "Modified Occurrence" coverage forms may not be used and are not acceptable (except for Professional Liability Insurance).
- G. Defense costs and expenses shall not reduce the limits of insurance and shall not apply within any aggregate limit of insurance unless approved by the Owner.

7.2.2 The CMAR's CGL coverage shall be \$2,000,000 per occurrence and \$4,000,000 in both the General Aggregate and Products/Completed Operations Aggregate or the amount customarily carried by CMAR, whichever is greater, combined single limit per occurrence for bodily injury, personal injury and property damage.

7.2.2.1 The required limits of CGL coverage for Subcontractors shall be a minimum of \$2,000,000, or the amount customarily carried by the Subcontractor, whichever is greater, per occurrence for bodily injury, personal injury, and property damage. If the CMAR fails to comply with this section, the CMAR shall be considered to be in default of the Contract if determined by the Owner.

7.2.3 The General Aggregate must be on a "per project" basis. CGL coverage shall specifically apply to the acts and/or omissions of CMAR and the Subcontractors. **The CGL coverage shall be maintained in full force and effect for five (5) years from the date of completion of the project and shall solely apply to this Project.**

- Products/Completed Operations Aggregate \$4,000,000
- Personal and Advertising Injury \$4,000,000
- Each Occurrence \$2,000,000
- Excess/Umbrella Policy \$10,000,000

- Fire Damage (Any One Fire) NIL (*Latin for “nothing”*)
- Medical Expense (Any One Person) NIL (*Latin for “nothing”*)

- 7.2.4 The Owner’s Project’s Number, Project Name, and the Project’s location shall be noted on each certificate of insurance. An additional certificate evidencing continuation of Commercial General Liability (CGL) insurance for completed operations shall be submitted with the final payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by the Owner under the terms of the Contract. Upon Owner’s written request information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CMAR with reasonable promptness.
- 7.2.5 The CMAR shall maintain per project coverage with separate limits of coverage applicable only to the work performed under that project’s Contract. The minimum limits to be maintained by the CMAR (inclusive of any amounts provided by an Umbrella or other excess policy) shall be those that would be provided with the attachment of ISO Endorsement Amendment of Limits of Insurance (Designated Project or Premises) to a CGL insurance with the minimum amounts stated in this section. The CMAR shall continue to maintain the required coverage (inclusive of any amounts provided by an Umbrella or excess policy) along with Products/Completed Operations coverage, without restrictive endorsements unless approved by the Owner, for the applicable statute of repose per NRS 11.202, 11.203, 11.204, 11.205, and 11.2055, or any applicable law as required under the Contract. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 or CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a Products-Completed Operation Aggregate of at least twice (2x) the amount each occurrence limit.
- 7.2.6 Additional Insured status and coverage to Owner, Owner’s officials, officers, and employees shall be included in accordance with an endorsement attached to the insurance and under the commercial Umbrella, if, providing coverage at least as broad as the combination of forms, which include the unmodified ISO CG 20 10 07 04 and the ISO CG 20 37 10 01 endorsements.
- 7.2.7 The endorsement shall name and list Owner, Owner’s officials, officers, and employees as Additional Insureds under the CGL and shall apply until the applicable state statute of repose has expired for potential defective workmanship.
- 7.2.8 This Additional Insured coverage shall apply on a primary basis and be “non-contributory” with respect to any other valid and applicable insurance, self-insurance or deductible afforded to Owner.
- 7.2.9 The status of Owner as an insured under a CGL obtained in compliance with this Contract Documents shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to Owner.
- 7.2.10 There shall be no endorsement or modification of the CGL limiting the scope of

coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work.

7.3 COMMERCIAL AUTO LIABILITY INSURANCE

- 7.3.1 The CMAR's Commercial Automobile Liability (CAL) Insurance coverage shall be \$1,000,000 minimum or the amount customarily carried by the CMAR, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limits may apply. Non-owned and hired automobile liability must be included in the policy.
- 7.3.2 The CMAR's CAL shall cover the CMAR's liability arising out of any auto and be written on any of the unmodified forms at least as broad as the (ISO CA 0001, CA 00 055, CA 00 12, CA 00 20). The form shall include coverage for any owned, non-owned, and hired autos used by the CMAR, its Subcontractors (if not separately insured), its employees, agents, or representatives. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- 7.3.3 CMAR waives all rights against Owner and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the business CAL or Commercial Umbrella Liability Insurance obtained by CMAR pursuant to the Contract Documents.

7.4 WORKERS' COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

- 7.4.1 The CMAR shall obtain statutory limits of Workers' Compensation and Employer's Liability Insurance for employees engaged on or at the site of the project in accordance with Chapters 616A to 616D, inclusive, and 617 of NRS.
- 7.4.2 Employers Liability Insurance must be maintained in a minimum amount of \$1,000,000 in limits. If an excess policy is utilized, the policy will provide excess coverage for Employer's Liability Insurance.
- 7.4.3 The CMAR's Workers' Compensation Insurance shall comply with all statutory requirements of the State of Nevada. The CMAR's insurance or authorized self-insurance shall cover the CMAR, and to the extent not otherwise insured, the CMAR's Subcontractors of every tier for those sources of liability that would be covered by the standard Workers' Compensation Insurance as prescribed in NRS Chapter 616 and Employers Liability coverage without restrictive endorsements. Each Workers' Compensation insurance shall provide a Waiver of Subrogation endorsement against the Owner. In addition, where appropriate, coverage shall be included for any other applicable federal or state law, including but not limited to, the Longshore and Harbor Workers Compensation Act, Maritime including Jones Act, and Federal Employers Liability Act.
- 7.4.4 Subject to the restrictions of coverage found in the Nevada Industrial Insurance Act (NRS Chapter 616), there shall be no maximum limit on the amount of coverage for liability imposed by the Nevada Industrial Insurance Act, the Longshore and Harbor Workers Compensation Act, or any other coverage customarily insured under Part One of a standard Workers Compensation Insurance. The minimum amount of coverage for those coverages insured under Part Two of the Standard Workers'

Compensation Insurance (inclusive of any amounts provided by an Umbrella or excess policy) shall be those amounts stated under in this section. If self-insured, such insurance must be provided to and approved by Owner.

7.5 PROPERTY, BUILDERS RISK, INSTALLATION FLOATER, AND BOILER & MACHINERY INSURANCE

- 7.5.1 Property Insurance shall be on an ALL RISK or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The Owner reserves the right to require the CMAR to provide other forms of Property Insurance if determined by the Owner.
- 7.5.2 Property Insurance shall cover the entire work of the Project, identified in the Contract Documents including reasonable compensation for Architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site, but intended for use at the site, and shall also cover portions of the work in transit. If the Contract includes both construction of or additions to buildings or structures and the installation of machinery or equipment, Builders Risk Insurance shall include coverage during transit, interim off-site storage, and during post-installation testing. If the Contract is solely for the purpose of installation of machinery or equipment in existing buildings or structures, the CMAR shall provide an All-Risk Installation Floater including coverage during transit, interim off-site storage, and during post-installation testing.
- 7.5.3 For Builders Risk Insurance the amount of insurance is to be one hundred percent (100%) replacement cost plus an additional fifteen (15%) for debris removal of the completed value including foundations of the entire addition(s), building(s) or structure(s). In the event that such Builders Risk Insurance includes debris removal in excess of the policy limit, the limit shall not require the additional amount for debris removal. In the case of a remodel or renovation project, the policy limit shall be the greater of the project amount or \$500,000. The extra expense sublimit shall be the greatest of twenty percent (20%) of the policy limit or \$1,000,000.
- 7.5.4 The amount of insurance for an All-Risk Installation Floater shall be one hundred percent (100%) of the installed replacement cost value, and valuation shall be replacement cost.
- 7.5.5 The Builders Risk Insurance and/or the All-Risk Installation Floater must not be subject to any limitation or exclusion of coverage because of occupancy of the building(s), addition(s) or structure(s) in the course of construction or the putting to use of the machinery or equipment. The policy must be endorsed to provide that, subject to the notice of cancellation requirement, coverage will continue to apply until the Certificate of Substantial Completion is issued by the Owner for the building(s), building addition(s) or structure(s), or the machinery or equipment.

- 7.5.6 The CMAR shall maintain and provide a Boiler and Machinery Insurance with replacement cost endorsement with a minimum limit of twenty-five percent (25%) of the bid value unless such project is for the installation of fired equipment wherein the limit shall be one hundred percent (100%) of bid. The CMAR may be released from this responsibility by the Owner through written confirmation. The “connected and ready for use” requirement, underground property exclusion or any similar limitation shall be excluded. Such coverage may be incorporated as part of the Builders Risk Insurance through the elimination of exclusions for mechanical and electrical breakdown as well as the addition of coverage for damage stemming from change in temperature to machinery or equipment.
- 7.5.7 If applicable, there shall be no exclusion in the Builders Risk Insurance and/or Boiler and Machinery Insurance for any loss caused by or resulting from workmanship, construction, materials, specifications, or design defect. Nor shall there be any other exclusion in the policy which the Owner, in its sole discretion, finds unacceptable.
- 7.5.8 Owner and CMAR waive all rights against each other and each of their Subcontractors, Sub-Subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by Builders Risk Insurance purchased pursuant to the requirements of this Contract, or any other property insurance applicable to the work. If the Builders Risk Insurance and other property insurance policies purchased as required in this section do not allow the Insured to waive rights of recovery against others prior to loss, CMAR shall cause them to be endorsed with a Waiver of Subrogation as required above.

7.6 PROFESSIONAL LIABILITY & EXTENDED REPORTING INSURANCE

- 7.6.1 Professional Liability (Errors and Omissions) Insurance shall apply to all activities performed under the Contract in a form acceptable to the Owner.
- 7.6.2 The CMAR will maintain Professional Liability (Errors and Omissions) Insurance during the term of the Contract Documents and for a period of three (3) years from the date of completion of the construction of the project unless otherwise agreed to by the Owner.
- 7.6.3 In the event that the CMAR goes out of business during the term of the Contract, or the three (3) year period described above, the CMAR shall purchase at the request and expense of the Owner, if available, Extended Reporting Insurance for claims arising out of the CMAR’s negligent acts and/or errors and omissions committed during the term of the Professional Liability Insurance. Professional Liability Insurance coverage shall be \$1,000,000 per claim minimum or the amount customarily carried by the CMAR, whichever is greater.

7.7 ELECTRONIC DATA LIABILITY INSURANCE

- 7.7.1 CMAR shall maintain Electronic Data Liability Insurance if applicable to the Project and insuring against liability arising out of the loss of, loss of use of, corruption of liability access, and/or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000.

7.8 POLLUTION LIABILITY INSURANCE

- 7.8.1 Contractor shall maintain in force for the full period of this Contract, unless otherwise approved by the Owner, Pollution Liability Insurance covering losses caused by pollution incidents that relate to the Project and arise from the operations of the Contractor and/or Subcontractors. Insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000.
- 7.8.2 Owner, its officers, and employees shall be included as an Additional Insured. If coverage as required is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract and that continuous coverage will be maintained, or an extended discovery period will be exercised through the Statute of Repose beginning from the time that work under the Contract is completed.
- 7.8.3 If the Project includes the disposal of any hazardous or nonhazardous materials from the job site, the Contractor must furnish to the Owner evidence of the Pollution Liability Insurance maintained by the Disposal Site Operator for losses arising from the insured facility accepting waste under this Contract. Coverage must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.
- 7.8.4 Pollution Liability Insurance policy must be equivalent to the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

7.9 PERFORMANCE AND PAYMENT BONDS

- 7.9.1 Per NRS Section 339.025, Performance and Payment Bonds are required for new construction, repair, or reconstruction of any public building or other public work or public improvement of any contracting body (e.g., CITY/Owner) is awarded to any contractor. Upon award to the contractor, the contractor shall immediately cause to be executed all required Performance and Payment Bonds in a form acceptable to the Owner for one hundred percent (100%) of the Contract Sum. The Performance and Payment Bonds shall be furnished no later than fifteen (15) calendar days after the Contract is awarded.
- 7.9.2 The Owner reserves the right to require the CMAR to obtain Performance and Payment Bonds of any Subcontractor in the amount of one hundred percent (100%) of the Subcontractor's bid. If said bonds cannot be obtained within sixty (60) calendar days of notification, the Subcontractor shall be replaced at no additional cost to the Owner.
- 7.9.2.1 The Owner will pay the actual cost of any bond, if required by the Owner of the Subcontractor, not including any overhead and profit.

- 7.9.3 The Owner will not require the CMAR to increase the Performance and Payment Bonds to accommodate Change Orders. The Owner will not pay additional costs for increased bond fees resulting from Change Orders.
- 7.9.4 With respect only to the bonds required in this section, the CMAR shall furnish the Owner with properly executed bonds on forms acceptable to the Owner and shall have affixed to each bond a certified copy of a current Power of Attorney of the Attorney-In-Fact who executed the bond on behalf of the surety.

SECTION 8: PAYMENT

NOTE: Division 1, Section 01027 – Application for Payment shall also apply to this section.

8.1 SCHEDULE OF VALUES

- 8.1.1 Within fourteen (14) calendar days after the issuance of the Notice to Proceed, the CMAR shall submit to the Owner and the Architect a Schedule of Values of the various portions of the work, aggregating to the total Contract Sum, divided to facilitate payments to Subcontractors, prepared in a form acceptable to the Owner, and supported by such data to substantiate its correctness as the Owner may require. The Schedule of Values, when approved by the Owner and the Architect, shall be the basis for each Progress Payment Application.
- 8.1.2 The Schedule of Values shall be itemized in accordance with the breakdown listed in the CMAR's GMP Proposal specific to the phase of construction the Project will be entering and according to the list of defined components included in this section.

8.2 COST OF WORK

- 8.2.1 Any portion of the Cost of Work that remains below the GMP when the work is completed belongs TBD to the Owner and TBD to the CMAR. The Cost of the Work includes wages paid for labor in the direct hire of the CMAR in the performance of the work. Labor rates, including fringe benefits, shall be in conformance with the applicable Prevailing Wage Rates as published by the Nevada State Labor Commission for this Project, including for employees of CMAR performing work covered by Prevailing Wage Rates. Employees of CMAR that are not performing work covered by Prevailing Wage Rates shall be paid in accordance with the applicable rate or schedule of values established for that position.
- 8.2.2 The Cost of the Work includes the following:
- A. Cost of all materials, supplies, and equipment incorporated in the cost of the work, cost of certificates for inspection and testing, transportation, storage, and handling.
 - B. All payments made by the CMAR to the Subcontractors and suppliers for the cost of the work performed under the Contract.
 - C. Cost of bonding as stipulated in Section 7 herein.

- D. All allowable permits, fees, licenses, and tests.
- E. Rental charges for all necessary machinery and equipment, exclusive of hand tools owned by workers, used for the work, whether rented from the CMAR or others.
- F. Installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs will be at rates consistent with those prevalent in the area.
- G. Sales, use, gross receipts, other taxes, tariffs, and/or duties related to Project for which the CMAR is liable.

8.3 PROGRESS PAYMENT APPLICATIONS

- 8.3.1 The CMAR shall submit a Progress Payment Application not more than once (1x) each month in the form required by the Owner. Each Progress Payment Application shall be accompanied by a current construction schedule, updated to reflect all change orders, and/or changes in the work.
- 8.3.2 Each Progress Payment Application shall correctly set forth the value of all work satisfactorily performed to date, less five percent (5%) of that amount as a retained percentage. The Owner may pay the invoiced value, less retention, of materials properly stored on site or in approved, bonded, and insured facilities.
 - 8.3.2.1 In no event will the CMAR be paid more than the listed value of each properly completed portion of the work, less the required retention, until the entire work has been successfully completed.
- 8.3.3 If payment is requested for materials or equipment not yet incorporated in the work, but delivered and properly stored at the site or at a bonded and insured facility previously approved by the Owner in writing, such payment shall be conditioned upon the CMAR's submission of documentation, satisfactory to the Owner, as deemed necessary to protect the Owner's interest, including applicable insurance and transportation to the job site. The risk of loss for such materials or equipment shall remain with the CMAR until final completion and acceptance of the work.
- 8.3.4 The CMAR guarantees that title to all work, materials, and equipment covered by a Progress Payment Application, whether incorporated into the Project or not, has passed to the Owner prior to issuing the Progress Payment Application.
 - 8.3.4.1 Said title shall be free and clear of all liens, claims, security interests, or encumbrances, and that no work, materials, or equipment covered by a Progress Payment Application has been acquired by the CMAR, or by any other person.
 - 8.3.4.2 This matter subject to an agreement under which an interest therein, or an encumbrance thereon is retained by the seller/supplier or otherwise imposed by the CMAR or such other person.

8.3.4.3 This provision shall not be construed to relieve the CMAR of the CMAR's sole responsibility for the care and protection of the work, and to restore all damages thereto, nor shall serve as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.

8.3.5 Upon receipt of each Progress Payment Application, and within a reasonable time, the Owner and the Architect will either approve the Progress Payment Application, modify the Progress Payment Application for such amount as is determined to be properly due, or reject the Progress Payment Application and notify the CMAR.

8.3.6 The Owner or the Architect may decline to approve any Progress Payment Application, or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of a Progress Payment Application previously paid to such extent as may be necessary to protect the Owner from loss based on any of, but not limited to, the findings outlined below. When the findings are resolved, payment shall be approved for the associated amount withheld.

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating the probable filing of claims.
- C. Failure of the CMAR to make proper payments to Subcontractors and/or suppliers.
- D. Reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum.
- E. Damage to a separate contractor, including, but not limited to Subcontractors.
- F. Reasonable indication that the work will not be completed within the Contract Time.
- G. Unsatisfactory execution of the work by the CMAR.
- H. Failure to maintain any insurance required by the Contract Documents.
- I. Any other material breach of the Contract Documents.

8.3.7 No payment by the Owner shall constitute an acceptance of any work not in accordance with the Contract Documents, nor shall it relieve the CMAR of full responsibility for correcting defective work or materials found at any time.

8.4 FINAL PAYMENT

8.4.1 When the Owner has received satisfactory evidence that all claims and obligations of the CMAR have been paid, discharged, or waived, the Owner will make final payment to the CMAR of all monies retained on all properly completed and accepted work.

8.4.2 Issuance of final payment shall constitute a waiver of all claims by the Owner except those arising from any of the following:

- A. Unsettled claims.
- B. Guarantee or warranty issues.
- C. Faulty or defective work.
- D. Failure of the work to comply with the requirements of the Contract Documents.
- E. Latent defects in the work.
- F. Violations of laws, rules, or regulation.
- G. Indemnification claims.

8.4.3 The acceptance by the CMAR of final payment shall constitute a full and complete release to the Owner of: all claims by, and all liability to, the CMAR for all things done or furnished in connection with the work; and for every act and neglect of the Owner and any others for whom the Owner is or may be responsible relating to or arising out of performance of the work by the CMAR.

8.4.4 No payment, final or otherwise, shall operate to release the CMAR or the CMAR's surety from any obligations under the Contract and/or under the Performance and Payment Bonds.

8.4.5 As a condition of requesting or receiving final payment, the CMAR shall submit all operation and maintenance manuals, guarantees, as-built drawings, surety release, and all other close-out documents as may be applicable under the Contract Documents.

8.5 INTEREST PAYMENTS

8.5.1 Interest will be paid to the CMAR for monies that are retained on satisfactorily completed work, in accordance with NRS Section 338.515.

SECTION 9: GENERAL CONDITIONS OF THE CMAR

NOTE: For additional information, refer to CMAR Fee Proposal Form, Exhibit B, Page 2 of 2.

9.1 ALLOWABLE EXPENSES UNDER GENERAL CONDITIONS OF THE CMAR

9.1.1 The General Conditions of the CMAR include positions/salaries of CMAR's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing jobsite functions while located at the principal office. These positions/salaries include, but are not limited to the following identified below; provided however that the Division of Costs Elements Matrix identifies which positions and/or costs are included in fee, general requirements (and costs of the work), general conditions, A/E costs, Owner costs, and direct costs of work:

- A. General Superintendent
- B. Project Superintendent
- C. Assistant Superintendent/Non-Working Foreman
- D. Project Manager (full and/or part-time)
- E. Senior Project Manager (full and/or part-time)
- F. Assistant Project Manager (full and/or part-time)
- G. Project Engineer (full and/or part-time)
- H. Project Administrator/Coordinator (full and/or part-time)
- I. Job Site Clerk
- J. Job Site Contract Coordinator (full and/or part-time)
- K. Project Estimator/Estimating Support

9.2 The General Conditions of the CMAR also include, but are not limited to the following:

- A. Project management; scheduling; equipment and employee costs; general conditions; and shall be itemized and billed based upon the percentage complete of the work.
- B. The cost of all employee benefits and taxes including, but not limited to: unemployment compensation; social security; health; welfare; retirement; and other fringe benefits as required by law, labor agreements, or paid under the CMAR's standard personnel policy, insofar as such costs are actually paid to employees of the CMAR who are engaged in the work.
- C. The cost, including transportation and maintenance of, all materials, supplies, equipment, temporary facilities, and consumables that are used or consumed in the performance of the work.
- D. Sales, use, gross receipts, other taxes, tariffs, and/or duties related to the work for which the CMAR is liable.
- E. All costs associated with establishing, equipping, operating, maintaining, and demobilizing the specified field office(s).
- F. All costs for reproduction, photographs, fax transmissions, long distance telephone calls, data processing services, postage, express delivery charges, and on-site telephone service at the CMAR's field office.
- G. All temporary water, power, and fuel costs necessary for the work.
- H. All costs for removal of all generated non-hazardous substances, debris, and waste materials.
- I. Costs incurred by the CMAR due to any emergency affecting the safety of persons and/or property of the Project.
- J. All costs directly incurred in the performance of the work or in connection with

the Project, and not included in the CMAR's Fee, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.

- K. Only costs related to the CMAR's Safety Program's consumables. The CMAR Fee includes all other costs related to CMAR's Safety Program.

SECTION 10: CMAR'S FEE

NOTE: For additional information, refer to CMAR Fee Proposal Form, Exhibit B, Page 2 of 2.

10.1 ALLOWABLE EXPENSES UNDER CMAR'S FEE

10.1.1 The CMAR's Fee shall NOT include those expenses related to the General Conditions of the CMAR in Section 9. The CMAR's fee may include the following:

- A. Salaries and other mandatory or customary compensation of the CMAR's employees at its principal and branch offices, except employees assigned to the Project at the principal office. These positions/salaries include but are not limited to: Firm Principals; Executives; Project Executives; Firm Management; Project Accountants; Director of Operations.
- B. General and administrative expenses of the CMAR's principal and branch offices other than the field office. Specifically excluded are materials and equipment utilized at the jobsite.
- C. CMAR's capital expenses, including interest on the CMAR's capital employed for the work.
- D. Transportation, travel, and hotel expenses for the CMAR's personnel incurred in connection with the work.
- E. Cost for insurances, bonding, profit, and overhead that would impact the total proposed cost related to construction of the Project.

SECTION 01001 – CONSTRUCTION PROCEDURES FOR EXISTING CITY SITES

PART 1 – GENERAL

1.1 DESCRIPTION

- A. All work activities under this contract shall be coordinated with the requirements of the City of Fernley's (CITY) Facilities Management Department. CITY shall be contacted prior to any service shutdown and advised when such shutdown shall be commenced. All materials and equipment shall be stored in spaces assigned by CITY. The Contractor will be required to maintain a neat and orderly operation and to limit or keep noise and nuisance to a minimum.
- B. CITY reserves the right to remove any person from the property for the safety and security of the facility

1.2 GENERAL REQUIREMENTS FOR WORK INSIDE THE EXISTING PERIMETER AND EXISTING BUILDINGS

- A. It is a felony to transport any alcoholic beverages, drugs, weapons or ammunition of any kind on CITY property
- B. Any contact or conversation with students is prohibited.
- C. Smoking is prohibited on all CITY property.
- D. Working hours inside the existing perimeter and existing building will be coordinated with CITY.
- E. Storage of materials inside the existing perimeter and buildings will be coordinated with CITY Facilities Management Department.
- F. Construction operations shall be confined to the areas permitted under the contract. Areas beyond indicated work areas are not to be disturbed. Conform to site rules and regulations affecting the work.
- G. Keep driveways and entrances serving the premises clear and available at all times. Do not use these areas for parking or storage of materials.
- H. Passenger cars, trucks and motorized construction equipment, when parked and unattended, shall be locked and the ignition key removed. Do not leave any such vehicle with the motor running.
- I. Limitations on site usage, as well as specific requirements that impact site utilization are indicated on the drawings and any other contract documents. Allocate available space equitably among sub-contractors needing both access and space so as to produce the best overall efficiency. Schedule deliveries to minimize space and time requirements for storage of materials and equipment.

J. All refuse will be removed daily.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01001

SECTION 01010 - SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

1.2 PROJECT DESCRIPTION

- A. Project to entail work as described in scope of work.
- B. The project shall consist of all on and off-site improvements, as shown in the contract documents.

1.3 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises (construction area) for construction operations. The Contractor's use of the premises (construction area) is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of project.
- B. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment site.

1.4 OWNER OCCUPANCY

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to substantial completion provided that such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work.

1.5 OWNER FURNISHED ITEMS

- A. The Owner will provide certain pieces of equipment and accessories that are to be installed and connected by the Contractor.
 - 1. The Owner will arrange and pay for delivery of Owner furnished items in accordance with the Contractor's construction schedule and will inspect deliveries for damage.

2. If Owner furnished items are damaged, defective or missing, the Owner will arrange for replacement. The Owner will also arrange for manufacturer's field services and the delivery of manufacturer's warranties and bonds to the Contractor.
3. The Contractor is responsible for designating the delivery dates of Owner furnished items in the Contractor's construction schedule and for receiving, unloading and handling Owner furnished items at the site. The Contractor is responsible for protecting Owner furnished items from damage, including damage from exposure to the elements, and to repair or replace items damaged as a result of the Contractor's operations.
4. Owner furnished and Contractor installed and connected equipment shall be as indicated in the contract documents.

END OF SECTION 01010

SECTION 01015 – SCHEDULE OF DRAWINGS

SECTION 01020 – PERSONNEL SAFETY CHECK APPLICATION (NEW CONSTRUCTION)

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for submittals required for performance of the work for all entities/individuals including, but not limited to, the following:
 - 1. General Contractor
 - 2. Sub-Contractor
 - 3. Sub-Contractor of Sub-Contractor
 - 4. Quality Control Personnel
 - 5. Special Inspection Personnel
 - 6. Security Personnel
 - 7. Consultant Personnel
- B. Administrative Submittals: Refer to other Division 1 sections and other Contract Documents for requirements for administrative submittals.

1.3 SUBMITTAL PROCEDURES

- A. Required Submittals
 - 1. Each company, engaged on a project, shall report to the City of Fernley all required certifications for every employee who will be on a City of Fernley site. This includes all personnel whom the Contractor engages for work on the project site as defined in 1.2 (A). This information must be submitted within twenty-one (21) calendar days prior to commencement of work by the Contractor, and any sub-contractor, regardless of tier. Such submittals required include:
 - a. Certification by Company Regarding Personnel Safety Check Application.

PART 2- PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

**CERTIFICATION BY COMPANY REGARDING
PERSONNEL SAFETY CHECK APPLICATION
(NEW CONSTRUCTION)**

Owner – Capital Improvement Projects’ New Facilities

I certify on behalf of the company/firm named below that adequate background check procedures have been or will be performed for all employees that will work on Owner’s project _____ (Project Name) regarding _____ (Company/Firm Name) to determine that their employees meet the qualifications required by the Owner.

With this certification, I confirm that:

- All employees working on a City of Fernley project shall not have been arrested, convicted, pled guilty, or pled nolo contendere for any offenses related to:
 - ☐ Sexual assault or sexual activities with a minor
 - ☐ Child abuse
 - ☐ Felony drug possession
 - ☐ Felony weapons possession
- All employees working on a City of Fernley project shall not:
 - ☐ Have any active Wants/Warrants
 - ☐ Is a Registered Sex Offender
 - ☐ Is on a Terrorist list.

I understand that the City of Fernley maintains the right to remove any individuals from the project who do not comply with the above requirements.

I certify the information provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be an automatic disqualification.

I hereby release, discharge, exonerate and hold harmless the City of Fernley, its agents and representatives and persons furnishing information from any and all liability arising out of the disseminating and inspection of my records.

Company/Firm Name

Name of Executive Officer

Title

Signature

Date

SECTION 01027 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following sections contain requirements that relate to this section.
 - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in SECTION 01300 - SUBMITTALS.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule
 - b. Application for Payment forms, including continuation sheets
 - c. List of all tier Sub-Contractors
 - d. List of products
 - e. List of principal suppliers and fabricators
 - f. Schedule of Submittals
 - g. Schedule of Allowances
 - h. Schedule of Alternates
 - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than seven (7) calendar days before the date scheduled for submittal of the initial Application for Payment.
 - 3. Sub-schedules: Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location
 - b. Name of the Architect
 - c. Project Number
 - d. Contractor's name and address
 - e. Date of submittal
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division
 - b. Description of Work
 - c. Name of Sub-Contractor
 - d. Name of manufacturer or fabricator
 - e. Generic Name of supplier
 - f. Change Orders (numbers) that affect value
 - g. Dollar value
 1. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Application for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items. Include a line item for Force Accounts and unit price items, as applicable.
4. The total shall equal the Contract Sum.
5. For each part of the work where an Application for Payment may include materials or equipment, purchased or fabricated and stored on or off-site, provide separate line items on the Schedule of Values for cost of those materials.
 - a. If the Contractor is requesting payment for materials or equipment that are stored off-site, those materials must be stored in a bonded and insured third party warehouse, and they must be segregated from other stored materials and they shall be identified according to project name, material and/or equipment description, and quantity. These materials must be observed in their stored condition by either the Architect or the Owner's representative prior to approval of the Application for Payment. In lieu of bond for stored materials offsite the contractor/subcontractor may provide an appropriate insurance policy approved by the owner to provide for the full replacement cost coverage for all materials stored. Any coverage for materials or equipment stored off-site shall include Owner as loss payee with respect to its interests. These materials must be observed in their stored condition by either the Architect or the Owner's representatives prior to approval of the Application for Payment.

6. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values
7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and Owner's representative and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements
 2. Each application for payment shall include sufficient documentation to substantiate completed work including but not limited to subcontractor invoicing, all tiers; general conditions cost breakdown, etc.
- B. Payment Application Times: The date for each progress payment is as indicated in the Contract. The period covered by each Application for Payment is the period indicated in the Contract.
- C. Payment Application Forms: Use Owner's Certificate for Payment form only, which will be the AIA G702 & G703 continuation forms. This form is available in both hard copy format or electronic format.
- D. Application Preparation: Complete every entry on the form. The execution of this form shall be by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Pre-Approval of Application: Percentages of completed work are to be verified by the Owner's Representative and Architect prior to transmittal to the Architect.
 1. The payment application review will be managed by Cumming Group, with input and assistance from TSK.
- F. Record Drawings and Record Specifications: Prior to transmittal of the Application for Payment, Record Drawings and Record Specifications must be reviewed and approved by the Owner's Representative and Architect.
 1. It shall be established at the Pre-Construction meeting the protocols that are

acceptable to each party for the review of Record Drawings and Specifications.

- G. Transmittal: Submit one (1) signed original copy of each Application for Payment to the Architect by a method ensuring receipt within twenty-four (24) hours. The submitted copy shall be complete, including waivers of lien and similar attachments, when required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
 - 2. Obtain Owner's Representative's initials as established during the Pre-Construction meeting and in sub-section 1.4, items E & F above.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit conditional waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the work covered by the payment.
 - 1. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- I. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
 - 1. List of Sub-Contractors (all tiers)
 - 2. List of principal suppliers and fabricators
 - 3. Schedule of Values
 - 4. Contractor's Construction Schedule
 - 5. Schedule of principal products
 - 6. Submittal Schedule
 - 7. List of Contractor's staff assignments
 - 8. List of Contractor's principal consultants
 - 9. Copies of Building Permits
 - 10. Copies of authorizations and licenses from governing authorities for performance of the work
 - 11. Initial Progress Report
 - 12. Report of Pre-Construction meeting

13. Data needed to acquire the Owner's insurance

14. Initial settlement survey and damage report, if required, (existing facility condition)

15. Record Drawings *

16. Record Specifications*

* Record Drawings and Specifications must be reviewed and approved by the Owner's Representative prior to the Application for Payment.

J. Continuing Application for Payments: Administrative actions and submittals, that must precede or coincide with submittal of the Application for Payment, include the following:

1. Updated Contractor's Construction Schedule

2. Progress report

3. Record Drawings*

4. Record Specifications*

*Record Drawings and Specifications must be reviewed and approved by the Owner's Representative prior to the Application for Payment.

K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.

2. Administrative actions and submittals that shall precede or coincide with this application include:

a. Occupancy permits and similar approvals

b. Changeover information related to Owner's occupancy, use, operation, and maintenance

c. Final cleaning

d. Application for reduction of retainage and consent of surety

e. Advice on shifting insurance coverages

f. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion

g. Record Drawings*

h. Record Specifications*

i. Meter Readings

j. Change of door locks to Owner's access

*Record Drawings and Specifications must be reviewed and approved by the Owner's Representative prior to the Application for Payment.

L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of project closeout requirements
2. Completion of items specified for completion after Substantial Completion
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete work is not accepted and will be completed without undue delay
5. Transmittal of required project construction records to the Owner
6. Proof that taxes, fees, and similar obligations were paid
7. Removal of temporary facilities and services
8. Removal of surplus materials, rubbish, and similar elements
9. Certified property survey
10. Warranties (Guarantees) and Maintenance Agreements
11. Test/adjust/balance records
12. Operation and Maintenance Manuals
13. Startup performance reports
14. Final progress photographs

1.2 Final progress photographs

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01030 – ALTERNATES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This section includes administrative and procedural requirements for Alternates.
- B. This section identifies each Alternate by number and describes the basic changes to be incorporated into the work when each Alternate is made a part of the work by specific provisions in the Agreement between the Owner and Contractor.
- C. The contract documents sections referenced within the respective Alternates describe the general requirements for the work under each Alternate.

1.02 DEFINITIONS

- A. An Alternate (or Alternate Bid) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in this section, is accepted by the Owner.
- B. Refer to the contract documents for further information.

1.03 PROCEDURES

- A. Coordinate related work and modify surrounding work as required to integrate the various elements of the Alternates in the complete work. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated or specified as part of the Alternate.
- B. Immediately following award of the contract, notify in writing parties involved of the status of each Alternate. Indicate if Alternate has been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to Alternates, if any.
- C. Execute accepted Alternates under the same conditions as other work of the Contract.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 PREPARATION

- A. Base Bid shall include all site work, architectural, structural, mechanical, electrical, food service and all other work as required to render the facility complete and operable except for the Add Alterations as described in this section.

((COMPLETE THE FOLLOWING SCHEDULE AS REQUIRED FOR
THE SPECIFIC WORK TO BE INCLUDED AS AN ALTERNATE))

3.02 SCHEDULE OF ALTERNATES

A. ALTERNATE NO. 1

1. General:

B. ALTERNATE NO. 2

1. General:

END OF SECTION 01030

SECTION 01035 - MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Division 1 SECTION 01300 – SUBMITTALS for requirements for the Contractor's Construction Schedule.
 - 2. Division 1 SECTION 01027 – APPLICATIONS FOR PAYMENT for administrative procedures governing Applications for Payment.
 - 3. Division 1 SECTION 01631 – SUBSTITUTIONS for administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the work, not involving adjustment to the contract sum or contract time, as an Architect's Supplemental Instruction.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the work that will require adjustment to the contract sum or contract time. If necessary, the description will include supplemental or revised drawings and specifications.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 - 2. Within fourteen (14) working days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.

- a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the work will have on the contract time.
 - d. Include all subcontractor and contractor overhead and profit per contract documents.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
- 1. 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.
 - 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Comply with requirements in SECTION 01631 – SUBSTITUTIONS if the proposed change requires substitution of one product or system for a product or system specified.
 - 5. Include a list of all associated cost that would be incurred, including subcontractor and contractor overhead and profit per contract documents.
- C. The Contractor shall prepare his response in accordance with the requirements set forth in the General Conditions.
- D. Proposal Request Form: Use AIA Document G709-2001 for Change Order Proposal Requests or Change Order Request Form (CP-F107).

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Owner and Architect may issue a Construction Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The Construction Change Directive will be approved upon email confirmation from the Owner.

1. The Construction Change Directive contains a complete description of the change in the work. It also designates the method to be followed to determine change in the contract sum or contract time.
 - B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- 1.6 CHANGE ORDER PROCEDURES
- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701-2000/2001 or CITY's Change Order Form (CP-F107).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01035

ARCHITECT / OWNER
SAMPLE PRICE
REQUEST

Date: _____ Price Request # _____

Contractor: _____

Bid/Quote #: _____

Project: _____

Please submit a Price Quotation for the following changes being considered. Quote the change within five (5) calendar days - ADD or DEDUCT - in the Contract Sum and any change in the Contract Time. Also, please state how long the price quoted is effective before job conditions warrant an increase in price. This is NOT authorization to proceed with this work.

REFERENCE: _____

CHANGE: _____

REQUESTED BY: _____

REASON: _____

CONTRACTOR / OWNER
SAMPLE CHANGE ORDER
REQUEST

Date: _____ Price Request # _____

Contractor: _____

Bid/Quote #: _____

Project: _____

Please submit a Price Quotation for the following changes being considered. Quote the change within five (5) calendar days - ADD or DEDUCT - in the Contract Sum and any change in the Contract Time. Also, please state how long the price quoted is effective before job conditions warrant an increase in price. This is NOT authorization to proceed with this work.

REFERENCE: _____

CHANGE: _____

REQUESTED BY: _____

REASON: _____

SAMPLE CLARIFICATION

DATE: _____

TO: _____

FROM: _____

SUBJECT: _____

REFERENCE: _____

CLARIFICATION: _____

THIS INFORMATION IS PROVIDED FOR CLARIFICATION ONLY AND DOES NOT INVOLVE ANY CHANGE IN CONTRACT PRICE OR TIME.

SIGNATURE: _____

TITLE: _____

DATE: _____ CLAR. NO.: _____

SAMPLE REQUEST FOR INFORMATION

DATE: _____

TO: _____

FROM: _____

SUBJECT: _____

REFERENCE:
Specification Section: _____ Paragraph: _____

Drawing Number: _____ Details: _____

INFORMATION REQUIRED: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

REPLY TO ABOVE RFI: _____

THIS INFORMATION IS PROVIDED FOR CLARIFICATION ONLY AND DOES NOT INVOLVE ANY CHANGE IN CONTRACT PRICE OR TIME.

SIGNATURE: _____

TITLE: _____

DATE: _____ CLAR. NO.: _____

SECTION 01040 – COORDINATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
 - 1. General project coordination procedures
 - 2. Conservation
 - 3. Coordination Drawings
 - 4. Administrative and supervisory personnel
 - 5. Cleaning and protection
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Division 1 Section 01050 – FIELD ENGINEERING specifies procedures for field engineering services, including establishment of benchmarks and control points.
 - 2. Division 1 Section 01200 – PROJECT MEETING for progress meetings, coordination meetings, and pre-installation conferences.
 - 3. Division 1 Section 01300 – SUBMITTALS for preparing and submitting the Contractor's construction schedule.
 - 4. Division 1 Section 01600 – MATERIALS AND EQUIPMENT for coordinating general installation.
 - 5. Division 1 Section 01700 – CONTRACT CLOSEOUT for coordinating contract closeout.

1.3 COORDINATION

- A. Coordinate construction operations included in various sections of these Specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination, include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules
 - 2. Installation and removal of temporary facilities
 - 3. Delivery and processing of submittals
 - 4. Progress meetings
 - 5. Project closeout activities
- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work.
- E. Coordinate the installation of all motor starters. General Contractor is responsible for costs associated with supplying and installing all required motor starters.
- F. Dimensions: The Structural drawings are to be used in conjunction with the Architectural, Mechanical and Electrical drawings. Primary structural elements are dimensioned on the structural plans and details. Not all secondary dimensions are shown, such as exact door and window locations, wall configurations, slab slopes, depressions, curbs, etc. Coordination of the structure of the dimensions as shown on the drawings and architectural items to be embedded into, or attached to the structure, is the responsibility of the Contractor. Any dimensions discrepancies between the Architectural, Civil Structural, Mechanical and Electrical drawings shall be reported to the Owner's Representative and Architect before proceeding with the work.
- G. Intent of Drawings:
1. The work of the Contractor and subcontractor shall conform to the intent of the architectural and coordination drawings as reviewed by the Architect. Drawings are partly diagrammatic and do not intend to show in detail all features of work. The Contractor shall carefully review the work to be performed by other trades, compare related drawings and shall thoroughly understand the building conditions affecting their work.
 2. All changes required in the work caused by failure to do so shall be at no expense to the Owner.
- H. Interfaces and Right-of-Way:
1. Make proper provisions to avoid interfaces.
 2. Where conflicts occur, architectural and structural has right-of-way over mechanical and electrical work; concealed mechanical work has right-of-way over concealed electrical work; exposed electrical fixtures have right-of-way over mechanical fixtures.
 3. Submit conflicts which cannot be resolved by right-of-way to the Owner for direction.
 4. Submit reflected ceiling coordination plans showing work by all applicable trades for review and approval by the Architect.

I. Masonry Wall Coordination Drawings:

1. Contractor shall be responsible for providing masonry wall coordination drawings for all concrete masonry unit walls. Drawings shall consist of wall elevations drawn to scale at not less than $\frac{1}{4}" = 1'0"$.
2. Wall elevations shall include dimensioned sizes and locations for all door, window and mechanical openings and penetrations, beam and joist bearing pockets, ledger angles, embedded plate connections, and anchor bolts. All miscellaneous steel to be embedded in the masonry unit wall shall be referenced by show drawing mark number or structural detail number.
3. Masonry wall coordination drawings shall be reviewed and approved by interfacing trades prior to submittal to the Architect. Shop drawings for masonry reinforcement shall be an 'overlay' of the masonry wall coordination drawings. Detail, fabricate and place per ACI 315. Reinforcing shop drawings elevations shall show all vertical and horizontal reinforcing layouts; special reinforcement at lintels and jams at doors, windows, mechanical openings and as called out on Structural drawings.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space of efficient installation of different components.
 1. Show the relationship of components shown on separate Shop drawings.
 2. Indicate required installation sequences.
 3. Comply with requirements contained in Section 01300 - SUBMITTALS.
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the project site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

1. Post copies of the list in the Project Meeting Room, the temporary field office and each temporary telephone.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 1. Excessive static or dynamic loading
 2. Excessive internal or external pressures
 3. Excessively high or low temperatures
 4. Thermal shock
 5. Excessively high or low humidity
 6. Air contamination or pollution
 7. Water or ice
 8. Solvents
 9. Chemicals
 10. Light

11. Radiation
12. Puncture
13. Abrasion
14. Heavy traffic
15. Soiling, staining and corrosion
16. Bacteria
17. Rodent and insect infestation
18. Combustion
19. Electrical current
20. High-speed operation
21. Improper lubrication
22. Unusual wear or other misuse
23. Contact between incompatible materials
24. Destructive testing
25. Misalignment
26. Excessive weathering
27. Unprotected storage
28. Improper shipping or handling
29. Theft
30. Vandalism

END OF SECTION 01040

SECTION 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A This section includes administrative and procedural requirements for cutting and patching.
- B Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 1 SECTION 01040 - COORDINATION for procedures for coordinating cutting and patching with other construction activities.
 - 2. Division 2 SELECTIVE DEMOLITION for demolition of selected portions of the building for alterations.
 - 3. Refer to other sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - a. Requirements of this section apply to mechanical and electrical installations. Refer to Division 15 and 16 sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 SUBMITTALS

- A Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform work.

4. Indicate dates when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

A Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - a. Foundation construction
 - b. Bearing and retaining walls
 - c. Structural steel
 - d. Lintels
 - e. Miscellaneous structural metals
 - f. Piping, ductwork, vessels, and equipment

B Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment
 - b. Air or smoke barriers
 - c. Water, moisture or vapor barriers
 - d. Membranes and flashings
 - e. Fire protection systems
 - f. Noise and vibration control elements and systems

- g. Control systems
- h. Communication systems
- i. Electrical wiring systems
- j. Operating systems of special construction in Division 13 sections

C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1. If possible, retain the original installer or fabricator to cut and patch the exposed work. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

1.5 WARRANTY

A. Existing Warranties: Replace, patch and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties, required or existing.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill.
 - 4. Comply with requirements of applicable Division 2 sections where cutting and patching requires excavating and backfilling.

5. Where services are required to be removed, relocated or abandoned, bypass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
 4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

SECTION 01050 - FIELD ENGINEERING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. General: This section specifies administrative and procedural requirements for field engineering services including, but not limited to, the following:
 - 1. Land survey work
 - 2. Civil Engineering Services
 - 3. Damage Surveys
 - 4. Geotechnical Monitoring
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 1 SECTION 01040 – COORDINATION for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 SECTION 01300 – SUBMITTALS for submitting project record surveys.
 - 3. Division 1 SECTION 01700 – CONTRACT CLOSEOUT for submitting final property survey with Project Record Documents and recording of Owner accepted deviations from indicated lines and levels.

1.3 SUBMITTALS

- A. Certificates: Submit a certificate signed by the land surveyor or professional engineer certifying the location and elevation of improvements upon completion of construction.
- B. Final Property Survey: Submit ten (10) copies of the final property survey.

- C. Project Record Documents: Submit a record of work performed and record survey data as required under provisions of SECTION 01300 – SUBMITTALS and SECTION 01700 – CONTRACT CLOSEOUT.

1.4 QUALITY ASSURANCE

- A. Surveyor Qualifications: Engage a land surveyor registered in the State of Nevada, to perform required land surveying services.
- B. Engineer Qualifications: Engage an engineer of the discipline required, licensed in the State of Nevada, to perform required engineering services.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Identification: The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.
- C. Establish and maintain a minimum of two (2) permanent benchmarks on the site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.

1. Prior to construction, verify the location and invert elevation at points of connection of all underground utility including but not limited to sanitary sewer, storm sewer, water service piping, electric conduits and gas service piping.

3.2 PERFORMANCE

- A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each stage/story of construction and elsewhere as needed to locate each element of the project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions.
 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
 1. Record deviations from required lines and levels and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 2. On completion of foundation walls, major site improvements and other work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site work.
- C. Site Improvements: Locate and lay out site improvements, including but not limited to, pavements; stakes for grading; fill and topsoil placement; utility; slopes; invert elevations; etc.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical work.
- E. Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in or affected by construction. Coordinate with local Authorities Having Jurisdiction (AHJ).

- F. Final Property Survey: Prepare a final property survey showing significant features (real property) for the project. Include on the survey a certification, signed by the Surveyor, that principal metes, bounds, lines and levels of the project are accurately positioned as shown on the survey.
 - 1. Recording: At Substantial Completion, have the final property survey recorded by or with the AHJ as the official Property Survey.

END OF SECTION 01050

SECTION 01110 – PREVAILING WAGE AND APPRENTICESHIP UTILIZATION SPECIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents, addendums and all Apprenticeship Utilization Act requirements associated with this project shall apply to this section. Various forms and information regarding the Apprenticeship Utilization Act (2019) can be found on the Office of the Labor Commissioner's website: http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for submittals required for performance of the work, including the following:
 - 1. Contractor/Subcontractor Notification (Section 1.3, Item B, subsections b-d - Apprenticeship Utilization forms)
 - 2. Completion Notification
 - 3. Weekly Wage and Hour Report of Public Works Contractors.
 - 4. Weekly Wage and Hour Report submittal log.
 - 5. Certification of bidder regarding penalties for noncompliance
 - 6. Certification of bidder, proposed contractor or subcontractor regarding debarment, suspension, ineligibility of voluntary exclusion.
- B. Related Sections: The following section(s) may contain requirements that relate to this section if included:
 - 1. SECTION - 01027 APPLICATIONS FOR PAYMENT
 - 2. SECTION – 01300 SUBMITTALS

1.3 SUBMITTAL PROCEDURES

- A. Compensation:
 - 1. No extension of contract time, overhead, or profit will be authorized because of failure to transmit any required

submittals or payroll report submittals to the Owner sufficiently in advance of progress payment submittals.

2. No extension of contract time will be authorized because of failure to transmit Apprenticeship Utilization Act forms.

B. Required Submittals

1. CONTRACTOR/SUBCONTRACTOR NOTIFICATION

- a. The Apparent Low Bidder is requested to submit the information on the Comprehensive Contractor/Subcontractor List for the Prime Bidder, and all named (used) Subcontractors whom they engage for work within two (2) business days after Recommendation of Award, which will be supplied by the Purchasing Department.
- b. The Apparent Low Bidder is requested to submit the Project Workforce Checklist form for the Prime Bidder, and all named (used) Subcontractors within two (2) business days after Recommendation of Award, which will be supplied by the Purchasing Department.
- c. All supporting documentation including, but not limited to, the Apprenticeship Utilization Act Waiver Request form and Request for Apprentice Availability on a Public Work from and any additional documentation for waiver(s), must be submitted within ten (10) business days after the Recommendation of Award by the City of Fernley. The Apprenticeship Utilization Act Waiver Request form and supporting documentation shall be submitted via email to cmarrfp@cityoffernley.org
- d. Changes to the anticipated workforce after start of construction, may have an impact on compliance with the Nevada Apprenticeship Utilization Act of 2019, and will require the submittal of all revised forms within five (5) business days of any change.

2. COMPLETION NOTIFICATION

The contractor shall notify City of Fernley when completion of all work performed under the contract is complete.

3. WEEKLY WAGE AND HOUR REPORTING OF PUBLIC WORKS CONTRACTORS

- a. The contractor and all subcontractors are required to submit Certified Weekly Wage and Hour Reports of

Public Work Contractors for each weekly payroll to City of Fernley on the City of Fernley form included in this specification. All forms submitted shall contain a certification similar to that on the back of the Wage Report of the State Labor Commissioner. The first weekly report will begin on the Notice to Proceed date and conclude on the following Saturday. If the Notice to Proceed date falls on a Saturday, the first report will only include reporting for that day. All successive reports will begin with the following Sunday and conclude on the following Saturday. All subcontractor report numbers shall coincide with the General Contractors report numbers. If the contractor or subcontractors do not work during any weekly reporting period, they still must submit a report indicating no public work project hours were performed for that weekly period. When contract scope of work is completed, the last report is to be clearly marked "FINAL REPORT."

- b. Weekly Wage and Hour Report of Public Works Contractors and Weekly Wage and Hour Report submittal log must be turned into City of Fernley within fifteen (15) calendar days following the end of the month being reported.
- c. The contractor is required to submit the Weekly Wage and Hour Report submittal log on a monthly basis on the form provided in this specification. It must include every report number and Weekly Wage and Hour Report ending date provided by each contractor and subcontractor. If the Weekly Wage and Hour Reports submittal log is not complete and Weekly Wage and Hour Reports of Public Work Contractors for each weekly payroll have not been provided, then the monthly progress payment will not be provided until these submittals are completed, transmitted and approved by City of Fernley.

4. CERTIFICATION OF BIDDERS

- a. The Contractor shall sign and submit the forms located at the end of this section prior to award of the contract.
 - i. Certification of bidder regarding penalties for noncompliance with Nevada prevailing wage requirements.
 - ii. Certification of bidder, proposed contractor or subcontractor regarding debarment, suspension, ineligibility of voluntary exclusion.

1.4 WEEKLY WAGE AND HOUR REPORT OF PUBLIC WORKS CONTRACTORS REPORTING FORMAT

A. Prepare Weekly Wage and Hour Reports of Public Works recording the following information concerning Public Work Project Hours performed by the contractor and all Subcontractors. The following information must be provided for each employee on this public works project:

1. Employee Name
2. Work Classification
 - a. Level and Characteristics
 - b. Group
 - c. Zone pay amount
 - d. Equipment type, if applicable
3. Hours worked by day, standard and overtime
4. Total hours for the week
5. Hourly rate of pay, standard and overtime
6. Prevailing hourly fringe benefit, broken down into categories
7. Total hourly rate of pay plus prevailing hourly fringe benefit paid
8. Applicable hourly prevailing wage rate

B. Prepare the Weekly Wage and Hour Report submittal log recording the following information concerning weekly reports from the contractor and all Subcontractors.

1. Report Number
2. Ending date for the Payroll Period
3. Contractor's name and the date the report was submitted to the City of Fernley.
4. Subcontractors name and the date the report was submitted to the Contractor.

1.5 OWNER'S ACTION

A. The owner will review each submittal, mark to indicate action taken, and provide review and acceptance.

1. Compliance with submittal requirements is the Contractor's responsibility.

1.6 POSTINGS/SIGNAGE

- A. Each contractor engaged on a public work must post the applicable prevailing rate of wages for the project on the site of the public work in a generally visible place to workmen.
- B. Each contractor engaged on a public work must provide a sign with a white background and 6" black lettering stating: "Posted prevailing wages apply to this public works project". This sign must be posted on the site of the public work in a generally visible place to workmen. This will be maintained by the Contractor throughout the construction phase from the Notice to Proceed date through completion of the project.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01110

**CERTIFICATION OF BIDDER, PROPOSED CONTRACTOR
OR SUBCONTRACTOR REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION**

The undersigned bidder, proposed contractor or subcontractor certified, to the best of his or her knowledge and belief, that:

- 1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
- 2. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in public works contracts by the Nevada Labor Commissioner.
- 3. Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION OF BIDDER REGARDING PENALTIES FOR NONCOMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A Contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the Contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each worker employed on the public work:
 - A. Is paid less than the designated rate for any work done under the contract, by the Contractor or any Subcontractor under him or her.
 - B. For which the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body.
 - C. Is not reported accurately to the public body awarding the contract as required pursuant to NRS 338.070, Subsection 5.
 - D. If a violation of more than one (1) provision of this section involves the same worker, the Contractor shall forfeit the penalty set forth in each subsection that was violated.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

Name of Bidder

Name and Title of Authorized Representative

Signature

Date

CITY OF FERNLEY
WEEKLY WAGE AND HOUR REPORT
SUBMITTAL LOG

Report Number	Contractor	Week Ending Date	Date Submitted

WEEKLY WAGE AND HOUR REPORT OF PUBLIC WORK CONTRACTORS FOR THE PAYROLL PERIOD ENDING

Month and Day Year

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

Report #

☐ Regular Weekly Report

☐ Final Report

Bid/Project #

PWP-

Project Title

Public Body Awarding Contract

City of Fernley

Prime Contractor Name & Address

License #

Subcontractor Name & Address

License #

Employee Name & State/Jurisdiction that Issued Identification	Work Classification	Hours Worked By Day							Total Hours For Week	Hourly Rate Of Pay including fringe	Hourly Fringe Benefit Contribution					Gross Amount Earned For Week	Net Wage Paid For Week
			S	M	T	W	T	F	S								
											H & W	Pen.	Vac.	App. Trg	Other		
		S								0							
		O								0							
		S								0							
		O								0							

Report Hours For Above Referenced Public Works Project Only

Employee Name & State/Jurisdiction that Issued Identification	Work Classification	Hours Worked By Day								Total Hours For Week	Hourly Rate Of Pay including fringe	Hourly Fringe Benefit Contribution					Gross Amount Earned For Week	Net Wage Paid For Week
			S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg	Other		
			1/0	1/0	1/0	1/0	1/0	1/0	1/0									
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Report Hours For Above Referenced Public Works Project Only

Employee Name & State/Jurisdiction that Issued Identification	Work Classification	Hours Worked By Day								Total Hours For Week	Hourly Rate of Pay including fringe	Hourly Fringe Benefit Contribution					Gross Amount Earned For Week	Net Wage Paid For Week
			S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg	Other		
			1/0	1/0	1/0	1/0	1/0	1/0	1/0									
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Report Hours For Above Referenced Public Works Project Only

Employee Name & State/Jurisdiction that Issued Identification	Work Classification	Hours Worked By Day								Total Hours For Week	Hourly Rate of Pay including fringe	Hourly Fringe Benefit Contribution					Gross Amount Earned For Week	Net Wage Paid For Week
			S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg	Other		
			1/0	1/0	1/0	1/0	1/0	1/0	1/0									
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Report Hours For Above Referenced Public Works Project Only

Employee Name & State/Jurisdiction that Issued Identification	Work Classification	Hours Worked By Day								Total Hours For Week	Hourly Rate of Pay including fringe	Hourly Fringe Benefit Contribution					Gross Amount Earned For Week	Net Wage Paid For Week
			S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg	Other		
			1/0	1/0	1/0	1/0	1/0	1/0	1/0									
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Report Hours For Above Referenced Public Works Project Only

Employee Name & State/Jurisdiction that Issued Identification	Work Classification	Hours Worked By Day								Total Hours For Week	Hourly Rate of Pay including fringe	Hourly Fringe Benefit Contribution					Gross Amount Earned For Week	Net Wage Paid For Week
			S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg	Other		
			1/0	1/0	1/0	1/0	1/0	1/0	1/0									
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Report Hours For Above Referenced Public Works Project Only

STATE OF NEVADA
Office of the Labor Commissioner
STATEMENT OF COMPLIANCE

In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of worker's earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

_____, _____ to _____, _____
Month and Day Year Month and Day Year

I further certify:

- 1. That no deductions have been made from the wages earned by any person so listed other than those permissible or required by law.
- 2. That any apprentice listed herein is registered in a bona fide apprenticeship program.
- 3. Check all that apply:
 - ☐ The contractor is signatory to a collective bargaining agreement with some or all of its employees.
 - ☐ Each employee listed has been paid the required applicable wages plus the amount of fringe benefits listed in their contract.
 - ☐ Each employee listed has been paid the required applicable wages per hour with no fringe benefit contributions paid by the contractor.
 - ☐ Prime Contractor
 - ☐ Subcontractor

Contractor Name:	Address:
Telephone:	Fax:

Printed Name / Title Signature Date

- NRS 338.070:
- 4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
 - 5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
 - 6. Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

NON-PERFORMANCE PAYROLL REPORT FOR PUBLIC WORKS PROJECTS

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

Report #

☐ Regular Weekly Report

☐ Final Report

Bid/Project #

PWP-

Project Title

Public Body Awarding Contract

CITY OF FERNLEY

Prime Contractor Name & Address

License #

Subcontractor Name & Address

License #

Payroll period

Month and Day

Year

to

Month and Day

Year

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

Name & Title (please print)

Signature

Date

COMPREHENSIVE CONTRACTOR/SUBCONTRACTOR LIST

All Prime and Sub-Contractors that will be utilized on this project (regardless of tier) shall be included on this list.
This list shall include all contractors/sub-contractors previously listed on the 5% and 1% lists.

PROECT NAME: _____

BID # _____

CONTRACTOR/SUBCONTRACTOR	CRAFT/TRADE DESCRIPTION OF WORK	CONTACT	ADDRESS	LICENSE #	MANUFACTURED HOUSING DIVISION (MHD) LICENSE If Applicable

SIGNATURE: _____
Authorized Firm Representative

DATE: _____

NAME: _____

TITLE: _____

Project Workforce Checklist

Contract No.: _____

Project Name: _____

Contractor/Subcontractor: _____

Craft/Trade	More than 3 Employees Anticipated	Anticipate Needing a Waiver
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐
Bricklayer , can also include tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐
Carpenter , can also include floor coverer, millwright and piledriver (non-equipment) and terrazzo workers	Yes ☐ No ☐	Yes ☐ No ☐
Cement Mason , can also include Laborers	Yes ☐ No ☐	Yes ☐ No ☐
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer	Yes ☐ No ☐	Yes ☐ No ☐
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐
Floor Coverer	Yes ☐ No ☐	Yes ☐ No ☐
Glazier , see also Painters and Allied Trades	Yes ☐ No ☐	Yes ☐ No ☐
Hod Carrier (see laborers), includes brick-mason tender and plaster tender	Yes ☐ No ☐	Yes ☐ No ☐
Iron Worker , includes fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐
Laborer , can also include brick mason tender, cement mason, fence erector (non-steel/iron), flag person, highway striper, landscaper, plastic tender, and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐
Millwright	Yes ☐ No ☐	Yes ☐ No ☐

Craft/Trade	More than 3 Employees Anticipated	Anticipate Needing a Waiver
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller	Yes ☐ No ☐	Yes ☐ No ☐
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers	Yes ☐ No ☐	Yes ☐ No ☐
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐
Sheet Metal Worker , can also include air balance technician	Yes ☐ No ☐	Yes ☐ No ☐
Soils and Materials Tester , includes certified soil tester	Yes ☐ No ☐	Yes ☐ No ☐
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐
Taper	Yes ☐ No ☐	Yes ☐ No ☐
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐
Truck Driver	Yes ☐ No ☐	Yes ☐ No ☐
Well Driller (see also Operating Engineer)	Yes ☐ No ☐	Yes ☐ No ☐
Other:	Yes ☐ No ☐	Yes ☐ No ☐

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

Signed: _____
 Name and Title: _____
 Date: _____
 Contractor Name: _____

SECTION 01200 - PROJECT MEETINGS

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for project meetings including, but not limited, to the following:
 - 1. Pre-Construction Conference
 - 2. Pre-Installation Conferences
 - 3. Coordination Meetings
 - 4. Progress Meetings
 - 5. Start-up / Training
 - 6. Service, maintenance, warranty review.
- B. Construction Schedules are specified in Division 1 SECTION 01310-A – PROGRESS SCHEDULES.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor shall schedule a pre-construction conference and organizational meeting at the project site or other convenient location no later than fifteen (15) days after execution of the Contract and prior to commencement of any construction activities. The Contractor shall conduct the meeting to review scope, responsibilities, personnel assignments, Permits, submittals, safety, emergency action plans, contacts, schedule, etc.
- B. Attendees: Owner; Architect, and their consultants; Contractor and their Superintendent and major sub-contractors; and manufacturers, suppliers and other concerned appropriate parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

C. Agenda: Discuss items of significance that could affect progress including such topics as:

1. Construction schedule
2. Critical work sequencing
3. Designation of responsible personnel
4. Procedures for processing field decisions and change orders
5. Procedures for processing Applications for Payment
6. Submittal of Shop Drawings, product data and samples
7. Preparation of Record Documents
8. Use of the premises
9. Office, work and storage areas
10. Equipment deliveries and priorities
11. Safety and Security, emergency procedures
12. Housekeeping
13. Working hours

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the site before each major construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination of integration with other materials and installations that have preceded or will follow, shall attend the meeting. The Contractor shall advise the Architect of scheduled meeting dates.
- B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 1. Contract Documents
 2. Options
 3. Related Change Orders

4. Purchases
 5. Deliveries
 6. Shop Drawings, products data and quality control samples
 7. Possible conflicts
 8. Compatibility problems
 9. Time schedules
 10. Weather limitations
 11. Manufacturer's recommendations
 12. Compatibility of materials
 13. Acceptability of substrates
 14. Temporary facilities
 15. Space and access limitations
 16. Governing regulations
 17. Inspection and testing requirements
 18. Required performance results
 19. Recording requirements
 20. Protections
- C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the minutes of the meeting to everyone concerned, promptly, including the Owner and the Architect.
- D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. Conduct a weekly progress meeting at the project site at regularly scheduled intervals. Coordinate with the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request, Change Order request, mockup reviews, etc.

- B. Attendees: In addition to representatives of the Owner, Architect, Construction Manager each sub-contractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future work shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's construction schedule, whether on time or ahead or behind schedule. Determine how construction that is behind schedule will be expedited; and secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the allotted contract time.
 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements
 - b. Time
 - c. Sequence
 - d. Deliveries
 - e. Off-site fabrication problems
 - f. Access
 - g. Site utilization
 - h. Temporary facilities
 - i. Hours of work
 - j. Hazards of work
 - k. Housekeeping
 - l. Quality and work standards
 - m. Change Orders
 - n. Documentation of information for payment requests
- D. Reporting: No later than three (3) days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

1. Schedule Updating: update the construction progress schedule after each progress meeting where modifications to the schedule have been made or recognized. Issue the updated schedule concurrently with the report of each meeting.

1.6 GUARANTEE/WARRANTIES; BONDS; AND SERVICE AND MAINTENANCE CONTRACTS REVIEW MEETING:

- A. Eleven (11) months following the date of Substantial Completion of the work, hold a meeting for the purpose of review of guarantees/warranties; bonds; and service and maintenance contracts for materials and equipment.
- B. Meeting location shall be at a mutually agreed upon site, as convenient as possible for all parties.
- C. Attending shall be representatives of the following:
 1. Owner
 2. Architect
 3. Owner's and Architect's Consultants, as appropriate to the agenda
 4. Construction Manager
 5. Commissioning Agent
 6. Contractor
 7. Sub-contractors, as appropriate to the agenda
 8. Suppliers, as appropriate to the agenda
 9. Others, as appropriate to the agenda
- D. Owner will prepare an agenda for the meeting and distribute it to the attendees a minimum of seven (7) calendar days in advance of the scheduled meeting date.
- E. The Contractor shall take action as appropriate to implement repair or replacement of defective items and to extend service and maintenance contracts.
- F. Owner or Owners Representative shall take meeting notes and distribute them to all attendees. Attendees taking exception to anything in the meeting notes shall state in writing to the Owner within five (5) working days, following receipt of meeting notes.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for submittals required for performance of the work, including the following:
 - 1. Submittal Schedule
 - 2. Daily Construction Reports
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples
 - 6. Quality Assurance Submittals
 - 7. Record Drawings
 - 8. Record Specifications
- B. Administrative Submittals: Refer to other Division 1 Sections and other contract documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits
 - 2. Applications for Payment
 - 3. Performance and Labor & Material Bonds
 - 4. Insurance Certificates
 - 5. List of Sub-Contractors
- C. Related Sections: The following sections contain requirements that relate to this section:

1. Division 1 SECTION 01027 – APPLICATION FOR PAYMENT specifies requirements for submittal of the Schedule of Values.
2. Division 1 SECTION 01040 - COORDINATION specifies requirements governing preparation and submittal of required coordination drawings.
3. Division 1 SECTION 01200 – PROJECT MEETING specifies requirements for submittal and distribution of meeting and conference minutes.
4. Division 1 SECTION 01400 – QUALITY CONTROL specifies requirements for submittal of inspection and test reports.
5. Division 1 SECTION 01700 – CONTRACT CLOSEOUT specifies requirements for submittal of project Record Documents and warranties at project closeout.

1.3 DEFINITIONS

- A. Coordination drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
 1. Preparation of coordination drawings is specified in Division 1 SECTION 01040 - COORDINATION and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full size physical examples erected onsite to illustrate finishes, coatings or finish materials. Field samples are used to establish the standard by which the work will be judged.
- C. Mockups are full size assemblies for review of construction, coordination, testing or operation; they are not samples.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.

- a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow three (3) weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals or needs additional information to complete review.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two (2) weeks for reprocessing each submittal.
 - d. No extension of contract time, overhead or profit will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.
 - e. Allow four (4) weeks for initial review of any submittal requiring review by Authority Having Jurisdiction (AHJ). A listing of these known submittals is indicated on the contract drawings, but this is not necessarily exhaustive.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Provide a space approximately 4" x 5" (100 x 125 mm) on the label or beside the title block on the Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken:
 - a. Project Name
 - b. Date
 - c. Name and Address of the Architect
 - d. Name and Address of the Contractor
 - e. Name and Address of Sub-Contractor
 - f. Name and Address of Supplier
 - g. Name of the Manufacturer
 - h. Number and Title of appropriate specification section
 - i. Drawing Number and detail references, as appropriate
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from contract document requirements, including variations and limitations. Include Contractor's certification that information complies with contract document requirements.
2. Transmittal Form: Use AIA Document G810.

1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for submittal of the Contractor's construction schedule.
 1. Coordinate submittal schedule with the list of sub-contracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal
 - b. Related section number
 - c. Submittal category (Shop Drawings, Product Data or Samples)
 - d. Name of the Sub-Contractor
 - e. Description of the part of the work covered
 - f. Scheduled date for resubmittal
 - g. Scheduled date for the Architect's final release or approval
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, Sub-Contractors and other appropriate parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.6 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site and submit duplicate copies to the Architect at weekly intervals:

1. List of sub-contractors at the site
2. Exact count of personnel at the site from each contractor or sub-contractor
3. Time spent by each person working on site vs off the job site
4. High and low temperatures, general weather conditions
5. Accidents and unusual events
6. Meetings and significant decisions
7. Stoppages, delays, shortages and losses
8. Emergency procedures
9. Orders and requests of governing authorities
10. Change Orders received, implemented
11. Services connected, disconnected
12. Equipment or system tests and startups
13. Partial Completions, occupancies
14. Substantial Completions authorized
15. Record Drawing identified changes
16. Record Specification identified changes

1.7 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle or otherwise indicate deviations from the contract documents. Do not reproduce contract documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 1. Dimensions

2. Identification of products and materials included by sheet and detail number
3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8½" x 11" but, no larger than 30" x 42".
7. Submit in the quantity the Contractor requires to be returned, together with four (4) additional copies each of brochures, catalog cuts and similar material for mechanical, electrical, hardware and elevator items; and three (3) additional copies for all others.
8. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing in diagrams and templates, standard wiring diagrams and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed, Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations
 - b. Compliance with trade association standards
 - c. Compliance with recognized testing agency standards
 - d. Application of testing agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements
 2. Do not submit Product Data until compliance with requirements of the contract documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
 4. Submittals: Submit three (3) copies of each required submittal; submit four (4) copies where required for maintenance manuals. The Architect will retain one and will return one (1) marked with action taken and corrections or modifications required. One (1) copy with review comments will be supplied to the Owner.

- a. Unless non-compliance with contract document provisions is observed, the submittal may serve as the final submittal.
- 5. Distribution: Furnish copies of final submittal to installers, sub-contractors, suppliers, manufacturers, fabricators and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

- A. Submit full size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets and swatches showing color, texture and pattern.
 - 1. Mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
 - a. Specification section number and reference
 - b. Generic description of the sample
 - c. Sample source
 - d. Product name or name of the manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
 - 2. Submit samples for review of size, kind, color, pattern, texture, and lead content testing for all paints and painted materials. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
 - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of

- assembly, connections, operation and similar construction characteristics.
 - c. Refer to other sections for samples to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
 - d. Samples not incorporated into the work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
 - e. Samples that are tested by CITY to have any lead content shall be rejected.
3. Preliminary Submittals: Submit a full set of choices where samples are submitted for selection of color, pattern, texture or similar characteristics from a range of standard choices.
- a. The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.
4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets. The Architect will return one set marked with the action taken.
5. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
- a. Unless non-compliance with contract document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to sub-contractors, manufacturers, fabricators, suppliers, installers and others as required for performance of the work. Show distribution on transmittal forms.
1. Field samples are full size examples erected on site to illustrate finishes, coatings or finish materials and to establish the project standard.
- a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports and other quality control submittals as required under other sections of the specifications.

- B. **Certifications:** Where other sections of the specifications require certification that a product, material or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. **Signature:** Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. **Inspection and Test Reports:** Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 SECTION 01400 – QUALITY CONTROL.

1.11 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. **Action Stamp:** The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. **Final Unrestricted Release:** When the Architect marks a submittal "No Exceptions Taken," the work covered by the submittal may proceed provided it complies with requirements of the contract documents. Final payment depends on that compliance.
 - 2. **Final-But-Restricted Release:** When the Architect marks a submittal "Implement Exception Noted," the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the contract documents. Final payment depends on that compliance.
 - 3. **Returned for Resubmittal:** When the Architect marks a submittal "Not Approved, Revise and Resubmit," do not proceed with work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the project site or elsewhere where work is in progress.

- b. When the submittal review action stamp is marked “Rejected”, do not proceed with that portion of the work covered by the submittal including, but not limited to, purchasing, fabrication, delivery or other activity. Make a new submittal in accordance with the review notations on the submittal and resubmit without delay in the same manner and number as for the original submittal. Resubmit as often as necessary as required to obtain an unrestricted or restricted release action. “Rejected” review action stamp notation shall not be construed by the Contractor as a valid reason for an increase in contract time.
 - 4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked “Action Not Required.”
- C. Unsolicited Submittals: The Architect will return unsolicited submittals to the sender without action.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01310B – PROGRESS SCHEDULES AND CASH FLOW PLAN

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. References
- B. Schedule Submittal Requirements
- C. Schedule Submittal Format
- D. CPM Schedule Structural Requirements
- E. Updating Schedules
- F. Schedule Revisions
- G. Time Extensions
- H. Three Week Look Ahead Schedule

1.2 RELATED SECTIONS

- A. SECTION 00100 – INSTRUCTIONS TO BIDDERS
- B. SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS
- C. SECTION 01010 – SUMMARY OF WORK
- D. SECTION 01027 – APPLICATION FOR PAYMENT
- E. SECTION 01300 – SUBMITTALS

1.3 REFERENCES

- A. Reference: O'Brien, James J., and Fredric L Plotnick, "*CPM in Construction Management*", 7th Ed., McGraw-Hill, Inc., New York, 2010.

1.4 SCHEDULE SUBMITTAL REQUIREMENTS

- A. Preliminary Documents: Submit, in duplicate, as described in Part 1.5 A., to the Owner and Architect at the Pre-construction Conference the following Preliminary Documents defining planned operations:
 - 1. Preliminary Schedule (90 Day) (bar chart PDF and electronic P6 XER file)
 - 2. Cash Flow Curve

3. Submittal Schedule

- B. The Architect and Owner will review schedule submittals; such review shall not constitute an approval or acceptance of the Contractor's construction means, methods, sequencing, or its ability to complete the Work in a timely manner.
- C. The Preliminary Documents will illustrate, at a minimum, a detailed baseline schedule for those activities commencing within the first ninety (90) calendar days after the Notice to Proceed is issued by the Owner (Preliminary Schedule (90 Day)). Within seven (7) calendar days after the date of the Pre-construction Conference, the Contractor, including its primary superintendent, will participate in a Schedule Review meeting with the Owner and Architect. As part of the review meeting, the Contractor will be prepared to explain its approach to the scheduling, sequencing of the work, submittals, and its cash flow forecast. Based on comments provided by the Owner and Architect, as well as agreed to changes by all parties, the Contractor will revise and resubmit the Preliminary Schedule (90 Day) and progress curve within seven (7) calendar days from the date of the Schedule Review meeting.
- D. Baseline Documents: The Contractor shall submit the completed Baseline Schedule to the Owner and Architect within thirty (30) calendar days from the Notice of Award. The schedules shall integrate the activities of the Preliminary Schedule (90 Day), and include all activities required for contract completion.
 - 1. Within ten (10) calendar days after receipt of the complete Baseline Schedule, the Owner and Architect will communicate in writing, its comments and concerns to the Contractor. Within five (5) working days, Contractor shall adjust the Baseline Schedule and Progress Curve to incorporate comments from the Owner and Architect and re-submit.
 - 2. Upon Owner and Architect receipt and acknowledgment of revisions to the Baseline Schedule and Progress Curve, the Baseline Documents shall become part of the Contract Documents.
- E. The Contractor shall not submit a Baseline Schedule that indicates a contractual substantial completion date earlier than the Contractual Substantial Completion Date as defined in the City of Fernley's issued Notice to Proceed letter. Any Baseline Schedule submission that indicates an early completion of the project shall be rejected. In any event, if the Contractor should plan to complete the work earlier than the Contractual Substantial Completion Date, the Owner shall not be liable to the Contractor for any costs or other damages if the Contractor is unable to complete the work before the Contractual Substantial Completion date.
- F. Should the Contractor fail to define an element of work, activity or logic and the Owner and / or Architect does not detect this omission during the review of the Baseline Schedule, the Contractor shall be required to correct this omission(s) when discovered by the Owner and / or Architect and / or Contractor. The

correction(s) will be made before the next Monthly Schedule Update after the omission(s) is discovered. The inclusions of this correction(s) shall not be cause for delay of the completion of the work within the specified contract time or any increase in cost.

- G. Include the submission and approval of the Baseline Schedule as a cost line item in the Schedule of Values. Payment to the Contractor shall be withheld until such schedule, satisfactory in form and substance to the Owner and Architect, has been received and approved.
- H. After the Baseline Schedule has been approved, no change in logic and / or durations shall be made without first providing written notification to Owner and Architect for Contractor's need to change and approval for these changes has been provided to the Contractor by the Owner and Architect. Consideration will be given for Contractor changes if they are determined to be reasonable by narrative explanation. Acceptance or rejection of any requested revisions is without liability to the Owner, Architect, or any of their representatives. Unreasonable logic or duration changes to simply accommodate a perception of being on-schedule will not be accepted.
- I. Failure to provide the required schedule information at the required times will result in denial of the relative portion of progress payments, until such time that the schedule information is submitted in the correct format, at the sole discretion of the Owner.
- J. Re-Baseline Schedule: At the discretion of the Architect and / or Owner, when the most current Monthly Schedule Update no longer represents the planned sequence of construction as reflected in the approved Baseline Schedule, the Architect and / or Owner may require that a Re-Baseline Schedule be prepared. This Re-Baseline Schedule shall indicate the Contractors revised plan to complete the project within the Contractual Substantial Completion date.
- K. Recovery Schedule: When the most current Monthly Schedule Update indicates a delay based on the actual progress of the work of negative fifteen (-15) or less calendar days versus the planned progress in the approved Baseline Schedule, the Architect and / or Owner may require that a Recovery Schedule be prepared. This Recovery Schedule shall indicate the Contractors revised plan and methods that will be used to complete the project by the Contractual Substantial Completion date. The Recovery Schedule will be required within ten (10) calendar days of request by Architect and / or Owner.

1.5 SCHEDULE SUBMITTAL FORMAT

- A. Follow the guidelines below when submitting a Baseline, Update or Look-ahead Schedule.
- B. Required Submittals:

1. Bar Chart: sheet size to be 8-1/2 x 11 inches minimum, organized by the WBS as prescribed herein.
2. Cash Flow Curve; Minimum sheet size to be 8½ x 11 inches.
3. The formatting of the hard-copy and electronic submissions of the Baseline Schedule, Schedule Updates and 3-Week Look-ahead Schedules shall include the following information in the order shown:
 - a. Activity ID Number
 - b. Activity Description
 - c. Calendar ID
 - d. Original Duration
 - e. Remaining Duration
 - f. Percent Complete
 - g. Total Float
 - h. Early Start Date
 - i. Early Finish Date
 - j. Primary Baseline Early Start (except on Baseline Schedule)
 - k. Primary Baseline Early finish (except on Baseline Schedule)
4. On all Update and Look-ahead Schedules, the approved Baseline Schedule shall be included as the Primary Baseline Schedule and be shown as the Primary Baseline Bar with Primary Baseline Early Start and Primary Baseline Early Finish dates. The format of the Title Block shall include (at a minimum) Contractor's name, project number, file name, start date, finish date, data date and run date.
5. Required Electronic Media: Provide all Schedule files in PDF and XER format electronically on CD, DVD, or flash drive and via an attachment to an email to the Owner and Architect. The Contractor is to provide two (2) electronic copies of all Baseline and Schedule Updates including the 3- Week Look-ahead Schedules in the prescribed scheduling software format. Disks are to have the Contractor's name, project number, schedule file name, and data date on the disk label. All Schedule data files must be created by excluding any necessity of usernames and/or password requirements. 3-Week Lookahead files for the weeks preceding the month end Schedule Update may be placed on the same media.
6. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with this specification section.
7. All Contract required Construction Schedules shall be prepared by a competent scheduler, and used by the Contractor to plan, prosecute, and coordinate the Work in an orderly and expeditious manner. The approved Baseline Schedule will be used by the Owner and the Architect to evaluate

progress and status of the required Update Schedules at the various stages of the Project and establish the basis for progress payments.

8. Required Critical Path Method (CPM) software, using compatible hardware, to be used for scheduling:
 - a. Oracle's Primavera P6, Version 15.1 or equivalent scheduling program.

1.6 CPM SCHEDULE STRUCTURAL REQUIREMENTS

The following requirements have been defined in an effort to create consistency across all project schedules for purpose of analysis.

- A. File Naming Schemes for Schedules are to use the following italicized naming schemes:
 1. Preliminary Schedule:
 2. Baseline Schedule:
 3. Monthly Schedule Update:
 4. Three-week Look-ahead Schedules provided at the weekly Project Meetings are to be a working schedule, each with a unique file name. The reason for this is to accommodate CITY program-wide scheduling needs.
- B. Structure of Schedule:
 1. No work activities in the Schedule shall have an Original Duration greater than fifteen (15) workdays, except for Submittals; Fabrication and Delivery of Materials and Equipment; and Level of Effort tasks, without prior approval of the Owner. For all required Submittal Activities, please refer to Project Manual Section 01300, Shop Drawings, for the allowed submission timeframe after the Pre-Construction conference. All Submittal activities must conform to this timeframe.
 2. Dependencies between activities shall be indicated so that it may be established as to the effect the progress of any one activity would have on the Schedule. Dependencies shall make use of Finish-to-Start (FS), Start- to-Start (SS), and Finish-to-Finish (FF) logic relationships. All activities that have a successor Start-to-Start relationship shall also include a successor Finish-to-Start or Finish-to-Finish relationship. There shall not be any open-ended activities except as noted below. Use of Start-to-Finish (SF) logic ties shall not be allowed without written justification and acceptance by the Owner and Architect prior to implementation. Leads or lags will not be used when the creation of an activity will perform the same function (e.g., concrete cure time). Dependencies shall not make use of negative lags. The use of any lead or lag shall require a written explanation by the Contractor in a narrative Report. All activities, except Notice to Proceed and Final Completion, are required to have at least one predecessor and one successor.

3. Date/time constraint(s), other than those required by the contract, will not be allowed unless the Contractor specifically asks in a narrative how they intend to use these constraints and they are accepted by the Owner and Architect. The only exception is that Zero-Free Float constraints may only be used to set individual Pre-Construction Meetings to within 5 days of the first-time occurrence of each meeting.
4. Calendars: Define at least two (2) calendars for the schedule.
 - a. Calendar 1 shall be a five-day week (workdays) and is to reflect Saturdays, Sundays, and all Holidays as non-workdays.
 - b. Calendar 2 shall be seven-day week (calendar days) and is to reflect Saturdays, Sundays, and Holidays as workdays.
 - c. When defining calendars, use "Total Work Hours/Day"; do not use "Detailed Work Hours/Day". The latter occasionally creates issues with start and finish times and dates.
 - d. The aforementioned two calendars and any others are to be "Project" calendars. Use of "Global" or "Resource" calendars are prohibited.
5. The schedule should be broken down into logical areas of work by use of a Work Breakdown Structure (WBS). In the WBS, minimally separate schedule activities by building or major areas, if within one building. Within each building separate the schedule activities by Building System per ASTM Unifomat II Classification for Building Elements (E1557) Level 2 Group Elements. At a minimum, the following areas shall be included:
 - a. Milestones
 - b. Level of Effort Summary
 - c. Prepare and Transmit Submittals
 - d. Review Submittals
 - e. Material Procurement & Delivery
 - f. On Site Work
 - g. Retaining Walls (if applicable)
 - h. Off Site Work
 - i. Building Foundation & SOG
 - j. Building Structure
 - k. Building Exterior Enclosure

- l. Building Roofing
 - m. Building Interior Framing & Rough-in
 - n. Building Interior Finishes & Trim
 - o. Punchlist, Testing & Inspection
6. Activity Coding
- a. In addition to use of the Work Breakdown Structure, develop an Activity Code structure, and code all schedule activities to minimally the following activity codes:
 - 1) Area
 - 2) Subarea
 - 3) Responsibility
7. Tasks related to the submittal and procurement of material and equipment shall be included as separate activities in the project schedule. Sequences for major material items, such as reinforcing steel, structural steel, and steel joists, etc. shall be shown as individual activities within the schedule. Major equipment items, such as HVAC equipment, electrical equipment, specialty items, and any long lead material or equipment items shall be shown as individual activities within the schedule. Examples of submittal/procurement activities include, but are not limited to:
- a. Material/Equipment submittal preparation
 - b. Submittal and Approval of material/equipment
 - c. Fabrication and/or Delivery of Equipment and Specialty Materials:
 - d.
 - 1) Separate Activities shall be required when durations will be greater or equal to 30 calendar days maximum for each delivery.
 - 2) Delivery Activities that are phased or partial deliveries shall require an Activity ID with logic relationship to installation and/or the related construction activities.
 - e. Delivery of extra parts/extra stock/special tools
 - f. Notification of Owner furnished materials / equipment delivery requirements
 - g. Delivery of O&M manuals
8. The approved Baseline schedule shall become the basis for all Weekly Look-ahead and Monthly Schedule Updates. The approved Baseline Schedule shall also be shown as the Primary Baseline Schedule in all Weekly Look-ahead and Monthly Schedule Updates.
9. Construction activities shall include at a minimum, but are not limited to:
- a. Permit Requirements
 - b. Tasks corresponding to each specification section covered in the Specification Index in Divisions 01 through 33
 - c. Tasks related to mobilization / demobilization

- d. The installation of temporary or permanent work by tradesman
 - e. Testing and inspections of installed work by technicians, inspectors or engineers
 - f. Required outside Agency inspections
 - g. System utility outages and tie-ins
 - h. Start-up and testing of equipment, commissioning of building and related systems
 - i. Scheduling of specified manufacturer's representatives
 - j. Contractor's Punch list activity by area
 - k. Final clean-up
 - l. Training to be provided
 - m. Final Punch list
 - n. Maintenance period
 - o. Administrative tasks necessary to start, proceed with, accomplish or finalize the contract
10. The following logic relationships will be required in any precedence diagram method used:
- a. All logical relationships shall be finish to start (FS) as much as practical. Start to start (SS) and finish to finish (FF) relationships may be used as follows:
 - 1) successors may be SS with a corresponding FF relationship
 - 2) at a milestone or at the conclusion of the network
 - 3) use in Level of Effort activities
 - b. Lag factor use should be limited. Lag factors shall not be used when the work could be identified as a functional activity (i.e., concrete curing).
 - c. Accepted Schedules shall only contain Contract Required Early Start and/or Early Finish Constraints. Additional constraints may be used if authorization from the Owner and / or Architect is received prior to their implementation.
 - d. The retained logic mode is required for schedule calculations.
 - e. Under Enterprise / Projects / Settings, "Define Critical Activities" shall be set to "Longest Path" (as opposed to "Total Float less than or equal to").
 - f. Any deviations/change from these logic specifications require written request to be reviewed for acceptance from the Architect and Owner prior-to implementation.

1.7 UPDATING SCHEDULES

- A. Monthly Schedule Updates shall accompany the monthly Application for Payment, reflecting progress since the previous month's submittal.
 - 1. Two (2) 8 ½ x 11-inch copies of the Bar Chart, along with two (2) electronic copies containing PDF and XER files, in the scheduling software format, containing the Monthly Schedule Update, in addition to the Updated Cash Flow Progress Curve. The Bar Chart will be sorted as noted in Section 01310B-1.5. Email the PDF and XER file to the Owner.
- B. The Schedule Update shall show the actual status of all activities. All activities that have a percentage less than 100% shall have a remaining duration in whole one (1) day increments. In addition, activities having a remaining duration of zero cannot be

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claimed as less than 100% complete. Refer to Part 1.8 for revisions to the Schedule.

- C. Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software system. Actual Start and Actual Finish dates on the CPM schedule shall match the dates of actual work accomplished in the field and not on projected completion dates.
- D. With each monthly update schedule submission, the Contractor shall submit a narrative report including descriptions of any problem areas, current or anticipated delays and their estimated schedule impacts, and the Contractor's plan to mitigate any of these noted delays. The Contractor shall provide explanation for any delay(s) shown in the schedule updates. If the Contractor should require the addition or deletion of any activity, require a revision(s) to the approved schedule logic, or any other change to the approved schedule, the Contractor shall include a narrative explaining why these revisions are necessary and the anticipated impact to the schedule and Contractual Substantial Completion Date.
- E. The Contractor shall provide a computer-generated Log Report in digital format using Claim Digger, Schedule Analyzer Pro, or other recognized schedule comparison software, listing ALL changes made between the previously reviewed monthly schedule update and the current monthly schedule update. Identify the name of the Baseline Schedule, previous schedule and name of the current schedule being compared.

1.8 SCHEDULE REVISIONS

- A. Updating the schedule to reflect actual progress made up to the data date of a schedule update shall not be considered revisions to the Baseline Schedule.
- B. During the progression of the project, if it appears the Monthly Update Schedule no longer represents the actual prosecution of the work as reflected in the Baseline Schedule, the Architect or Owner may request a Revised Baseline Schedule from the Contractor. The revision shall address the Contractor's current construction plan for completing the work without impacting contract time and cost. Approved revisions to the Monthly Schedule Update shall then be incorporated into the previously approved Baseline Schedule. The Revised Baseline Schedule shall then be used as the Primary Baseline Schedule for all subsequent monthly schedule update submissions.
- C. The Contractor may also request revisions to the construction schedule logic and activities in the event the Contractor's planning for the work is revised. If the Contractor desires to make changes in the construction schedule to reflect revisions in its method of operating and scheduling of the work, the Contractor shall provide the Architect and Owner the reason(s) for the proposed revisions. The request shall address the Contractor's current construction plan for completing the work without impacting contract time and cost. Accepted revisions to the schedule shall be incorporated into a Revised Baseline Schedule and the current construction schedule at the next Monthly Schedule Update submission.

- D. If the Architect or Owner recognizes at any time that the work has fallen sufficiently behind the scheduled Contractual Contract Completion Date, milestones, or phase dates, the Architect or Owner shall require the Contractor to submit a Recovery Schedule. The Contractor shall submit the Recovery Schedule within seven (7) calendar days of the Architect's/Owner's written request. The Contractor will include a narrative with the Recovery Schedule that will describe the Contractor's work plan, including all additional resources, materials, equipment, labor, and modifications of operations which will be provided so as to meet the Contractual Substantial Completion Date. The Contractor will provide all such additional resources and modifications of operations without additional cost to the Owner. Such additional resources and modifications may include but not be limited to:

1. Required overtime for the Contractor's personnel.
2. Increased construction manpower in such quantities as will substantially eliminate the backlog of work and put the project back on schedule.
3. Increase numbers of shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing which will put the project back on schedule.
4. Reschedule activities to achieve the maximum practical concurrence of accomplishment of activities to put the project back on schedule.
5. Supplemental progress schedules detailing the specific operation changes instituted to regain the Contract Schedule.

The Contractor will implement the Recovery Schedule without additional cost to the Owner and provide for completion of the work in accordance with the remaining milestone dates without a time extension. Should the logic and/or durations of the Recovery Schedule not receive acceptance of the Architect and Owner, the Contractor is responsible to use concurrent operations, additional manpower, additional shifts, overtime, etc., including 24-hour production work day, seven (7) day work week operation, as required to put the Project back on schedule at no additional cost to the Owner.

- E. Use of float suppression techniques, such as:

1. Preferential sequencing (arranging critical path through activities Owner and/or Architect related activities) using:
 - a. Special lead/lag logic restraints,
 - b. Zero total or free float constraints except where otherwise noted,
 - c. Imposing constraint dates other than as required by the contract,

shall be cause for rejection of the project schedule or its updates. The use

of resource Leveling (or similar software features) used for the purpose of artificially adjusting activity durations to consume float and influence the critical path is expressly prohibited.

F. Definitions of Float or Slack

1. Free Float is the length of time the start of an activity can be delayed without delaying the start of a successor activity.
2. Total Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the project completion date.
3. Positive Total Float is for the benefit of the Project and for the mutual use of the Owner and the Contractor.

G. Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the Section 01310B "Time Extensions".

1.9 TIME EXTENSIONS

- A. Extensions of time to the Contract may be granted only for delays to activities on the critical path that actually delay the Project completion beyond the Contractual Substantial Completion date or for delays to activities that transform that activity onto the critical path, and, as a result, delay completion beyond Contractual Substantial Completion date.
- B. For any period in which a delay to the contract specified Milestones and/or Contractual Substantial Completion is anticipated by the Contractor, a Time Impact Analysis (TIA) shall be submitted in accordance with Contract Documents to the Architect and Owner. Each TIA shall include a detailed Network Diagram demonstrating where the Contractor proposes to incorporate the delay in the most current approved Monthly Update Schedule. The TIA shall show all the current activities affected by the delay and the proposed activity logic relationships caused by the delay. The TIA network diagram shall have a minimum of one (1) current accepted Monthly Update Schedule predecessor and successor. The TIA shall demonstrate the time impact based on the date the delay is noticed by the Contractor or the date the delay began; the Project Status of all construction at that specific point in time; and the event time computation of all affected activities. The event times used in the TIA shall be substantiated by actual dates of occurrence. Included in the Contractor's TIA shall be a detailed narrative report providing the rationale or basis of entitlement used in developing the TIA request. The preparation of the TIA is considered part of the construction process and will be performed at no additional cost to the Owner.
- C. Time Impact Analysis shall be used by the Owner in determining if a time extension or reduction to the contract milestone date(s) is justified. The Contractor may provide a TIA to the Owner for any contract change or as support for a Value Engineering Proposal.

1. The Contractor shall submit a TIA illustrating the influence of a change or delay to the Contractual Substantial Completion Date or milestones. All TIA's submitted shall utilize the most recently approved Monthly Schedule Update logic to demonstrate the impact(s) or delay(s) alleged to have affected the Contractual Substantial Completion date.
 2. Each TIA shall include a Fragmentary Network (Fragnet) demonstrating how the Contractor proposes to incorporate the impact into the Project Schedule. A Fragnet is defined as the sequence of new activities and/or activity revisions, logic relationships and resource changes that are proposed to be added to the most recently approved Monthly Construction Schedule Update at the time of the alleged impact to demonstrate the influence of impacts to the accepted schedule logic. The Fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. The TIA shall include an electronic copy (both PDF and XER) of the TIA Network Diagram and Fragnet.
 3. If the TIA was submitted as support for a change order request, following the Contractor's receipt of an executed Change Order, the activity data and logic relationships in the TIA shall be incorporated into the most current Monthly Schedule Update.
- D. Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the date the Change Order was given to the Contractor, the Actual Project status of construction at that point in time.
- E. Following the receipt of an executed Change Order, the activity data and logic relationships in the TIA shall also be incorporated into the current accepted Monthly Update Schedule. All TIA Activities shall be coded in a manner that they can be identified to the specific Change Order and TIA.
- F. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by wind, cold or warm weather, and/or precipitation to ensure completion of all work within the Contract time.

If all the work, or the portion(s) of the work which are the currently controlling operation(s), are suspended for weather so as not to prosecute the work, a time extension at the Owners discretion, **may be awarded if the following conditions are satisfied:**

- a. The weather shall actually be the delay to the Substantial Completion Date of the project and the delay must be beyond the control and without the fault or negligence of Contractor; **and either:**

- b. The weather recorded by NOAA / NWS (WS Form: F6) website: (www.weather.gov/climate/index), Reno location during the Contract period shall be found to occur more frequently than the weather normally recorded by NOAA / NWS to be anticipated in Reno, Nevada, **OR**; documented more frequently occurring than 3 Year NOAA / NWS (WS Form: F6) Averages for all project locations; or
- c. Owner/Architect orders the stoppage or suspension of the work in the interest of public safety or health or due to specification requirements.

Weather is defined for the purposes of this Contract to be compared to current recorded National Oceanic and Atmospheric Administration (NOAA) / National Weather Service Preliminary Local Climatological Data (WS FORM: F-6) for Station: Reno, Nevada, as follows:

- **PRECIPITATION** water equivalent of greater than or equal to 0.1 inch recorded for the 24-hour period of the date, and/or
- **AVERAGE** wind speed of greater than or equal to 20 miles per hour recorded for the 24-hour period for the date of occurrence. **NOT** 2 Minute Sustained or Gusts as recorded in (WS FORM:F6).

The following schedule of anticipated weather delays is based on current National Oceanic and Atmospheric Administration (NOAA) / National Weather Service (NWS) records kept as Preliminary Local Climatological Data (WS FORM: F-6) for Station: Reno, Nevada, (e.g. 3 Year NOAA / NWS (WS Form: F6) Averages) for all project locations **and will constitute the baseline for the total Contract Time weather delay evaluations.** Contractor's CPM schedule shall be understood to include as a minimum, this amount of weather delay days lost in all Contractors' weather dependent activities occurring during the following schedule.

CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORK DAYS FOR WEATHER CONDITIONS AS DEFINED ABOVE

Based On Five-Day Work Week

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
4	4	3	2	1	0	0	1	1	2	3	4

Contractor, or their authorized representative, shall provide specific written notification with documented backup to both, Owner's designated Project Manager and Architect designated Project Manager, on Company letterhead of the occurrence of qualifying precipitation and/or average wind speeds and the resultant full day(s) impact to normally scheduled workdays, within ten (10) calendar days of each occurrence of qualifying weather, whereby preventing

work on current critical activities for fifty (50) percent or more of Contractor's normal scheduled workday hours. The Contractor written notice will provide contemporaneously documented information concerning date, work Activities scheduled to be worked, the hours worked for all employees and subcontractors, and time qualifying weather conditions occurred. A Time Extension may be granted when the number of actual weather days calculated from the Notice to Proceed date to the date Contractor asserts the request exceeds the total cumulative non-work weather days using the above schedule for the same calendar time period. If Contractor wishes to assert additional claim(s) for time adjustment at a later date(s), each succeeding claim must address the time period from NTP date to the date of the request. No compensation will be made for monetary damages including, but not limited to extended General Conditions, due to weather delay(s).

The clear intent of this Contract Weather provision is to establish that the Contractor & Owner/Architect agree that a predetermined weather lost time has been accounted for in the Bid and accepted Baseline Schedule. Each Project has been determined to have a specific number of Contract Weather Days. Contractors are to make their own determination at time of bid and scheduling weather sensitive work activities as to incidental time for but not limited to (e.g., wet conditions, muddy site, etc.) time lost due to an accepted qualifying weather event as described above. The Contractor is responsible to provide a weatherized Project site at no additional cost or time to the Owner, including but not limited to, work and/or materials protected, temporary site drainage, and SWPP / Dust Control.

The Project's total Weather Days accounted for in Contractor's schedule is to be calculated using the schedule CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS. The mathematical calculation will take the actual NTP date of this Contract and prorate the remaining days of the beginning month as a percentage of the month. This percentage is then multiplied by the Non-Work Weather days from the Monthly Total – Non-Work schedule, to arrive at a rounded whole number for that month, should the NTP not be on the 1st day of the month. The same pro-rata will be done for the Substantial Completion date of the Contract. All months in between use the Totals given in the Non-Work Weather Days schedule for the same calendar period of this Contract. A grand total of impact days lost would be the cumulative sum of each month starting with the NTP Date and running through the Project Substantial Completion Date.

This total number of impact / lost days will be agreed by all parties to be the "CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS", which has already been included and accounted for in this Contract. It is this specific number, that the Contractor and Owner / Architect will use as baseline weather day work impacts for the Project calendar period of time. Any Contractor claims for lost days of work due to weather events as defined herein shall be totaled for the entire project and subtracted from the "CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS." It is understood that the impact day(s) claimed by the Contractor, must meet the requirements set forth in Section 1.9.G above. Until the Contract Weather Impact Days that have met the specification requirements have been used by deducting each qualifying event from the overall Project Total Days, the Owner / Architect will not consider time extensions for weather impacts. This Contract is a calendar day contract with a specific Notice to Proceed date and a Project Substantial Completion date. The Contractor will choose to use whatever

schedule work calendar they want as far as workdays per calendar week (e.g., 5-day work week, 6-day work week) when a Baseline Schedule is submitted for acceptance. Should the Contractor choose to utilize a work calendar other than a 5 day per week work schedule, per the CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS will have to be recalculated to match the actual working conditions planned. Any planned schedule requiring a re-calculation of the CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS, require Owner acceptance.

Only after the cumulative total “CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS” are exceeded by qualifying days previously accepted, the Owner / Architect may grant time extensions to the Contract Substantial Completion Date for additional qualifying Weather Impact Days accepted. CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS will be contemporaneously kept by Owner/Architect during the project duration as they are provided by Contractor for acceptance. Project Impact Days accepted to date, will be memorialized in regularly scheduled project meetings by the Owner PM/Architect PM. Contract Time Extensions granted by Owner will be in accordance with Section 01310, Article 1.9 of Project Manual. CPM Schedule changes can only be made with Owner Project Manager approval.

The Contractor shall provide an activity in the schedule reflecting the “CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS” that is included as a result of a calculation from the above schedule for the overall Contract Time from the date of NTP to the date of Substantial Completion. This activity shall have a description of “CONTRACTOR’S NON-WORKDAYS BANK OF TIME.” This activity shall be logically tied to the Contractual Substantial Completion as described in Section 1.6 Article B (a through e) along with Section 1.6 Article B (i) – (xiii) and shall be a BANK of time that the Contractor shall draw from as “CONTRACT INCLUDED MONTHLY TOTALS OF NON-WORKDAYS” are approved by Owner / Architect. When a NON-WORK Weather Event as defined above is accepted, the Contractor shall at the discretion of the Owner PM/Architect PM, submit a Time Impact Analysis as follows and reduce the allowance with the corresponding amount of NON-WORK delay time granted. Upon acceptance of a Non-Work Weather Day by Owner PM/Architect PM, the Contractor shall utilize the P3 function of “suspend and resume” within the dates function on the Critical Activity determined to be affected and if the accepted weather occurrences happen more than once on a Critical Activity, the Contractor will have to add an Activity as “Non-Work Weather Delay” with each predecessor(s) and successors being the “Critical Activity” so that the Critical Path runs through the Actualized Non-Weather time period and back onto the Critical Path of the Work Activity.

1.10 THREE WEEK LOOK-AHEAD SCHEDULE

- A. The Contractor shall provide a three-week detailed short-interval schedule for each building or area of the Work, at regularly scheduled progress meetings. The format shall be satisfactory to the Owner and Architect. All schedules shall be based upon the most current Architect / Owner accepted Monthly Schedule Update and will indicate the actual progress achieved the previous week as well as the detailed activities scheduled for the next three weeks and will show anticipated durations, start and completion dates for activities.

END OF SECTION 01310B

SECTION 01400 – QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for quality control services.
- B. Quality control services include inspections, tests and related actions, including reports performed by the Contractor, by independent agencies and by governing authorities. They do not include contract enforcement activities performed by the Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with contract document requirements.
- D. Requirements of this section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the sections that specify those activities. Requirements in those sections may also cover production of standard products.
 - 2. Specified inspections, tests and related actions do not limit the Contractor's quality control procedures that facilitate compliance with contract document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Architect, Owner or Authorities Having Jurisdiction (AHJ) are not limited by provisions of this section.
- E. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 1 SECTION 01045 – CUTTING AND PATCHING specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.

2. Division 1 SECTION 01300 – SUBMITTALS specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

- A. Owners Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, the Owner shall provide inspections, tests and other quality control services specified elsewhere in the contract documents and required by AHJ.
 1. Where individual sections specifically indicate that certain inspections, tests and other quality control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality control services. Costs for these services are included in the contract sum.
 2. Where individual sections specifically indicate that certain inspections, tests and other quality control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
 - a. Where the Owner has engaged a testing agency for testing and inspecting part of the work and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests or other quality control services prove unsatisfactory and indicate non-compliance with contract document requirements, regardless of whether the original test was the Contractor's responsibility.
 1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated non-compliance with contract document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 1. Provide access to the work.
 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.

3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Deliver samples to testing laboratories.
 6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 7. Provide security and protection of samples and test equipment at the project site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling and testing of materials and construction specified in individual sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the contract documents or approve or accept any portion of the work.
 3. The agency shall not perform any duties of the Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities. The Contractor will also be responsible for standby charges from the Owner's laboratory if they are due to a scheduling error by the Contractor.

1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue
 - b. Project title and number
 - c. Name, address and telephone number of testing agency
 - d. Dates and locations of samples and tests or inspections
 - e. Names of individuals making the inspection or test
 - f. Designation of the work and test method
 - g. Identification of product and specification section
 - h. Complete inspection or test data
 - i. Test results and an interpretation of test results
 - j. Ambient conditions at the time of sample taking and testing
 - k. Comments or professional opinion on whether inspected or tested work complies with the contract document requirements
 - l. Name and signature of laboratory inspector
 - m. Recommendations on retesting

1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' *Recommended Requirements for Independent Laboratory Qualification* and that specialize in the types of inspections and tests to be performed.
 1. Each independent inspection and testing agency engaged on the project shall be authorized by AHJ to operate in the State of Nevada.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with the contract document requirements for Division 1 SECTION 01045 – CUTTING AND PATCHING
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01400

SECTION 01420 – REFERENCES

PART 1 - GENERAL

1.1 DESCRIPTION

- A This section includes abbreviations and acronyms, additional definitions, and reference standards used in the contract documents.
- B Refer to Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project for further information.

1.2 ABBREVIATIONS AND ACRONYMS

- A The following abbreviations and acronyms may be used in the contract documents. Refer uncertainties to the Architect for a decision before proceeding.

AA	Aluminum Association
AAADM	American Association of Automatic Door Manufacturers
AAMA	Architectural Aluminum Manufacturers' Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AFPA	American Forest and Paper Association
AIA	American Institute of Architects
AIMA	Acoustical and Insulation Materials Association
AISC	American Institute of Steel Construction
AMCA	American Movement and Control Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association (formerly the American Plywood Association)
ARI	Air Conditioning and Refrigeration
Institute ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigerating, and Air- Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWWA	American Water Works Association AWS American Welding Society
BHMA	Builders Hardware Manufacturers' Association
BIA	Brick Institute of America
CAL/OSHA	State of California Construction Safety Orders

CALTRANS	State of California, Business and Transportation Agency, Department of Transportation, <i>Standard Specifications</i>
CCR	California Code of Regulations
CDA	Copper Development Association
CISCA	Ceilings and Interior Systems Construction Association
CFFA	Chemical Fabrics and Film Association, Inc.
CFMG	Cabinet and Fixture Manufacturers Guild
CLFMI	Chain Link Fence Manufacturers' Institute
CPA	Composite Panel Association (formerly the National Particleboard Association)
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CPSC	United States Consumer Products Safety Commission
CS	Commercial Standard, United States Department of Commerce
CSA	Canadian Standards Association
DASMA	Door and Access Systems Manufacturers Association International
EIMA	EIFS Industry Members Association
EPA	Environmental Protection Agency
ESO	Electrical Safety Orders
FAA	Federal Aviation Administration, United States Department of Transportation
FCC	Federal Communications Commission
FGMA	Flat Glass Marketing Association (now the GANA)
FM	Factory Mutual System, Factory Mutual Engineering Corporation
FS	Federal Specification Unit
GA	Gypsum Association
GANA	Glass Association of North America (formerly the Flat Glass Marketing Association and Glass Tempering Association)
GRI	Geosynthetic Research Institute
GTA	Glass Tempering Association (now the GANA)
HMA	Hardwood Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
HPVA	Hardwood Plywood and Veneer Association
HUD	United States Department of Housing and Urban Development
IEEE	Institute of Electrical and Electronic Engineers
IGCC	Insulating Glass Certification Council
ITS-WH	Intertek Testing Service - Warnock Hersey
LSGA`	Laminator's Safety Glass Association

MIA	Marble Institute of America or the Masonry Institute of America
MIL	Military Standardization Document, United States Department of Defense
MIW	Masonry Institute of Washington
ML/SFA	Metal Lath/Steel Framing Association
MM	"Materials Manual", State of California, Business and Transportation Agency, Department of Transportation
NAAMM	National Association of Architectural Metal Manufacturers
NBGQA	National Building Granite Quarries Association, Inc.
NBS	National Bureau of Standards (now the NIST)
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electric Manufacturers' Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association (now the AFPA)
NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NIST	National Institute of Standards and Technology, United States Department of Commerce (formerly the National Bureau of Standards)
NOFMA	National Oak Flooring Manufacturers Association
NPDES	National Pollutant Discharge Elimination System
NRCA	National Roofing Contractors Association
NSF	NSF International (formerly National Sanitary Foundation)
NTMA	National Terrazzo and Mosaic Association
NWWDA	National Wood Window and Door Association (now WDMA)
OSA	Office of the State Architect, State of California
OSHPD	Office of Statewide Health Planning and Development, State of California
PCI	Precast / Prestressed Concrete Institute
PS	Product Standard, United States Department of Commerce
RCW	Revised Code of Washington, State of Washington
RIS	Redwood Inspection Service
SDI	Steel Deck Institute or the Steel Door Institute SFM
SIGMA	Office of State Fire Marshal, State of California
SMACNA	Sealed Insulated Glass Manufacturer's Association
SSPC	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society for Protective Coatings (formerly the Steel Structures Painting Council)
SWI	Steel Window Institute
TCA	Tile Council of America

UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USPS	United States Postal Service
USS	United States Standard
WAC	Washington Administrative Code, State of Washington
WCLIB	West Coast Lumber Inspection Bureau
WDMA	Window and Door Manufacturers Association (formerly the National Wood Window and Door Association)
WIC	Woodwork Institute of California
WLPDIA	Western Lath Plaster /Drywall Industries Association (now the WWCCA)
WSDOT	Washington State Department of Transportation
WWCCA	Western Wall & Ceiling Contractors Association
WWPA	Woven Wire Products Association or Western Wood Products Association

- B Additional abbreviations, used only on the drawings, are listed and defined thereon.

USE SECTION 1.03 ONLY IF THESE DEFINITIONS ARE NOT INCLUDED IN THE GENERAL CONDITIONS FOR THE SPECIFIC CONTRACT.

1.03 ADDITIONAL DEFINITIONS

- A In addition to the terms defined in the General Conditions, the following terms are used in the contract documents and are defined as follows:

Accepted Equal As	accepted by the Architect as being of equivalent quality, utility and appearance.
Addenda	Written or graphic instruments issued by the Owner/Architect prior to the execution of the Contract which modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
By Owner	Work on this project that will be performed by the Owner or its agents, at the Owner's cost.
By Others	Work on this project that is outside the Scope of Work to be performed by the Contractor under this Contract, but that will be performed by the Owner, other contractors or other means.
Consultant	A consultant to the Architect
Directed	Directed by the Architect
Furnish	Supply only; do not install
Indicated	As shown and/or noted on the drawings
Install	Install or apply only; do not furnish
Owner-Furnished,	The Owner will furnish at their cost and the Contractor
Contractor-Installed	shall install under their contract for this work.

Project Manual	The Project Manual consists of two volumes: Volume 1 includes the bidding and contract requirements and Specifications; and Volume 2 includes the details and schedules. One volume which includes the bidding and contract requirements and specifications and the details and schedules.
Provide	Furnish and install
Site	Geographical location of the project
Specified	As written in the specifications

1.4 REFERENCE STANDARDS

- A. Specified standards of the construction industry shall have the same force and effect on the performance of the work as if bound or copied directly into the contract documents. Such standards are made a part of the contract documents by reference.
- B. Each entity or person engaged in the work shall be familiar with the industry standards applicable to its construction activity.
- C. Where compliance with two (2) or more standards is specified and the standards establish different or conflicting requirements for minimum qualities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
- D. Copies of applicable standards are not bound with the contract documents. Where copies are required for proper performance of the work, obtain and pay for authorized copies directly from publication source and maintain at the site during submittals, planning and performance of work until final acceptance by the Owner. Make such copies of standards available to the Owner and Architect for review upon request.
- E. For products or quality of installation specified by association, trade, military, federal or other reference standards, comply with requirements of the standard, except when more rigid requirements are specified in the contract documents or are required by applicable codes and/or public Authorities Having Jurisdiction (AHJ).
 1. Except as otherwise indicated or specified, where compliance with a reference standard is required, comply with the standard in effect as of the date established for the receipt of bids. Where a reference standard has been revised and reissued after the date established for the receipt of bids and before performance of the work affected, notify the Architect in writing and request a decision on how to proceed. The Architect may issue a contract modification or an Architect's Supplemental Instruction (ASI) for proceeding in accordance with the updated standard.

- 2 The contractual relationship of the parties to the Contract shall not be altered from the contract documents by mention or inference otherwise in a reference standard. The provisions of the bidding requirements; contract documents including, but not limited to all issued addendums; and the Contract shall void the general, but not technical, provisions of a reference standard in conflict therewith.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01420

SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution
 - 2. Temporary electric power and light
 - 3. Temporary heat
 - 4. Ventilation
 - 5. Telephone service
 - 6. Sanitary facilities, including drinking water
 - 7. Storm and sanitary sewer
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds
 - 2. Temporary roads and paving
 - 3. Dewatering facilities and drains
 - 4. Temporary enclosures
 - 5. Hoists and temporary elevator use
 - 6. Temporary project identification signs and bulletin boards
 - 7. Waste disposal services
 - 8. Rodent and pest control

9. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, the following:
1. Temporary fire protection
 2. Barricades, warning signs, and lights
 3. Sidewalk bridge or enclosure fence for the site
 4. Environmental protection

1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within fifteen (15) days of the date established for commencement of the work, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 1. Building code requirements
 2. Health and safety regulations
 3. Utility company regulations
 4. Police, Fire Department, and rescue squad rules
 5. Environmental protection regulations
- B. Standards: Comply with NFPA "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition"; and NECA Electrical Design Library "Temporary Electrical Facilities".
 1. Electrical Service: Comply with NEMA, NECA, UL Standards and regulations for temporary electric service. Install service in compliance with NFPA "National Electric Code".
- C. Permit and Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits, including all design and permit cost.

1.5 PROJECT CONDITIONS

- A. Temporary Facilities: Field Offices, utility, and support infrastructure shall be installed no later than 30 days from NTP.
- B. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner change over from use of temporary service to use of permanent service.
- C. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- D. Project Identification and Signs: Provide within 30 days of NTP, and maintain for the life of the project, a project identification sign of the design, text and colors designated by the Architect, locate sign as approved by the Owner. Signs other than the specified sign will not be permitted, unless otherwise approved in advance by the Owner.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry.”
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thickness indicated.
 - 3. For fences and vision barriers, provide minimum 3/8-inch (9.5-mm-) thick exterior plywood.
 - 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch - (16-mm-) thick exterior plywood.

- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral - surfaced roll roofing on roofs on job-built temporary offices, shops, and sheds.
- E. Paint: Comply with requirements of Division 9 Section "Painting."
 - 1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 - 2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
 - 3. For interior walls of temporary offices, provide 2 coats interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 1.120-inch- (3-mm-) thick, galvanized 2- inch (50-mm-) chain-link fabric fencing 6 feet (2 m) high and galvanized steel pip posts, 1-1/2 inches (38 mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.

2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch (19-mm-) heavy duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120- Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard- service cords where exposed to abrasion and traffic. Provide waterproof

connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: Provide prefabricated or mobile units or similar job- built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading. A separate temporary office with its own utilities is to be provided for City of Fernley personnel.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easement cannot be used for that purpose.
 - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect. Neither the Owner nor Architect will accept cost or use charges as a basis of claims for Change Orders.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - 1. Install electric power service underground, except where overhead service must be used.
 - 2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.

Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Heat: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy
- F. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel-oil heaters with individual space thermostatic control.
1. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- G. Temporary Data/Telephones: Provide temporary service throughout the construction period for all personnel engaged in construction activities. Install a separate line for each temporary office and first-aid station.
1. Provide one data line including WIFI Access for computer access to the Owner's computer network in Owner's Project Representative Field Office and pay costs for installation maintenance service and removal.
- H. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the project's needs.
1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- I. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45-to-55-degree F (7 to 13 degree C).
- J. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage

facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.

1. Filter out excessive amounts of soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 2. Connect temporary sewers to the municipal system, as directed by sewer department officials.
 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
- K. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet (9 m) of building lines. Comply with requirements of NFPA 241.
- C. Field Offices: Provide insulated, weather tight temporary offices of sufficient size to accommodate required City of Fernley, Architect and Construction Coordinator office personnel at the project site. Keep the office clean and orderly for use of small progress meetings. Size, Furnish and equip offices as follow:
1. Provide two distinctly secured office spaces (minimum 120sf each) each with 6x6 L desk and chair, 4' x 8' plan table, plan rack, one (1) 6-shelf bookcase, tack board and dry erase board.
 2. Provide 1 distinctly secured meeting space with conference table and chairs for minimum 12 personnel.
 3. Equip with a water cooler and private toilet complete with water closet, lavatory, and medicine cabinet unit with a mirror.
 4. Contractor to pay for all power, phone, data, fax, installations, set up, take down and monthly usage charges.

5. Sani-Hut to be placed by trailer.
- D. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- E. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Architect.
1. Paving: Comply with Division 2 Section "Hot-Mixed Asphalt Paving" for construction and maintenance of temporary paving.
 2. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
 3. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
 4. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
 5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.
- F. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
 3. Close openings through floor or roof decks and horizontal surfaces with load bearing, wood-framed construction.
 4. Where temporary wood or plywood enclosure exceeds 100 sq. ft. (9.2 sq. m) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- H. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- I. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when work is being performed.
- J. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
- K. Rodent and Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures at regular intervals so the project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- L. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities

of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations.”

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- E. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
1. Provide open-mesh, chain link fencing with posts set in Masonry blocks.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

- G. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect request that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.

3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housing.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.
 - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 01500

SECTION 01600 – MATERIALS AND EQUIPMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements governing the Contractor's selection of products for use in the project.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Division 1 SECTION 01420 - REFERENCES specifies the applicability of industry standards to products specified.
 - 2. Division 1 SECTION 01300 – SUBMITTALS specifies requirements for submittal of the Contractor's construction schedule and the submittal schedule.
 - 3. Division 1 SECTION 01631 – SUBSTITUTIONS specifies administrative procedures for handling requests for substitutions made after award of the contract.

1.3 DEFINITIONS

- A. Definitions used in this section are not intended to change the meaning of other terms used in the contract documents such as *Specialties*, *Systems*, *Structure*, *Finishes*, *Accessories* and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. *Products* are items purchased for incorporation in the work, whether purchased for the project or taken from previously purchased stock. The term *Product* includes the terms *Material*, *Equipment*, *System* and terms of similar intent.
 - a. *Named Products* are items identified by the Manufacturer's product name, including make and model number or other designation, shown or listed in the Manufacturer's published product literature that is current as of the date of the contract documents.
 - b. *Foreign Products* as distinguished from domestic products are items substantially manufactured fifty percent [(50%) or more of value]

outside the United States and its possessions. Products produced or supplied by entities substantially owned [more than fifty percent (50%)] by persons who are not citizens of, nor living within, the United States and its possessions.

2. *Materials* are products substantially shaped, cut worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the work.
3. *Equipment* is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

- A. Product List: A list of products required is included at the end of this section. Prepare a schedule in tabular form showing each product listed. Include the Manufacturer's name and proprietary product names for each item listed.
 1. Coordinate product list with the Contractor's construction schedule and the schedule of submittals.
 2. Form: Prepare product list with information on each item tabulated under the following column headings:
 - a. Related Specification Section Number
 - b. Generic name used in the contract documents
 - c. Proprietary Name, Model Number and similar designations
 - d. Manufacturer's Name and Address
 - e. Supplier's Name and Address
 - f. Installer's Name and Address
 - g. Projected Delivery Date or time span of delivery period
 3. Initial Submittal: Within thirty (30) days after date of commencement of the work, submit three (3) copies of an initial product list. Provide a written explanation for omissions of data and for known variations from the contract requirements.
 - a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the contract period.
 4. Completed List: Within sixty (60) days after date of commencement of work, submit three (3) copies of the completed product list. Provide a written explanation for omissions of data and for known variations from the contract requirements.
 5. Architect's Action: The Architect will respond in writing to Contractor within two (2) weeks of receipt of the completed product list. No response

within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with the contract documents. The Architect's response will include a list of unacceptable product selections containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
 - 1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability or compatibility. When a determination has been made select products from sources producing products that possess these qualities to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each Prime Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.
 - 2. If a dispute arises between Prime Contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.
- C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the work:
 - 1. No available domestic product complies with the contract documents.
 - 2. Domestic products that comply with the contract documents are available only at prices or terms substantially higher than foreign products that comply with the contract documents.
- D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplate or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces, or where required for observation after installation, on accessible surfaces that are not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service connected or power operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of Product and Manufacturer
 - b. Model and Serial Number
 - c. Capacity
 - d. Speed
 - e. Ratings

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products according to the Manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
 1. Schedule delivery to minimize long term storage at the site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses.
 3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 4. Inspect products upon delivery to ensure compliance with the contract documents and to ensure that products are undamaged and properly protected.
 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 6. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.
 7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the contract documents that are undamaged and, unless otherwise indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The contract documents and governing regulations govern product selection. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
 2. Semi Proprietary Specification Requirements: Where specifications name two (2) or more products or manufacturers, provide one (1) of the products indicated. No substitutions will be permitted.
 - a. Where specifications specify products or manufactures by name, accompanied by the term “or equal” or “or approved equal.” Comply with the contract document provisions concerning *Substitutions* to obtain approval for use of an unnamed product.
 3. Non-Proprietary Specifications: When specifications list products or manufacturers that are available and may be incorporated in the work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with contract requirements. Comply with contract document provisions concerning *Substitutions* to obtain approval for use of an unnamed product.
 4. Descriptive Specification Requirements: Where specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with contract requirements.
 5. Performance Specification Requirements: Where specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

- a. Manufacturer's recommendations may be contained in published product literature or by the Manufacturer's Certification of Performance.
6. Compliance with Standards, Codes, and Regulations: Where specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
7. Visual Matching: Where specifications require matching an established sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the contract documents concerning *Substitutions* for selection of a matching product in another product category.
8. Visual Selection: Where specified product requirements include the phrase "...as selected from Manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and Manufacturer that comply with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.
9. Allowances: Refer to individual specification sections and *Allowance* provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

PART 3 – EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with Manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01631 - SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Division 1 SECTION 01420 - REFERENCES specifies the applicability of industry standards to products specified.
 - 2. Division 1 SECTION 01300 - SUBMITTALS specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

- A. Definitions in this article do not change or modify the meaning of other terms used in the contract documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the contract documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Substitutions requested during the bidding period, and accepted by addendum prior to award of the Contract, are included in the contract documents and are not subject to requirements specified in this section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in the contract documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: The Architect will consider requests for substitution if received within sixty (60) days after commencement of the work. Requests received more than sixty (60) days after commencement of the work may be considered or rejected at the discretion of the Architect.
1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals and include the Product Evaluation Questionnaire (CP-F116) found within these bid documents.
 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related specification section and drawing numbers.
 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.

- h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one (1) week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within three (3) weeks of receipt of the request, or two (2) weeks of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
 - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
 1. Extensive revisions to the contract documents are not required.
 2. Proposed changes are in keeping with the general intent of the contract documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
 5. The request is directly related to an "or-equal" clause or similar language in the contract documents.
 6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.

7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the contract documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and the Architect's acceptance of shop drawings, product data, or samples for construction activities not complying with the contract documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01631

PRODUCT EVALUATION QUESTIONNAIRE

When proposing to substitute products for those specified or proposing a product to meet a specified performance standard, please furnish the following information to assist the Owner and Architect in evaluating the proposed product.

Bid/Quote #: _____

Project: _____

Specification Section: _____

Division: _____

Article #: _____

Name of Product: _____

Manufacturer's Name and Address: _____

1. Attach manufacturer's complete technical data and all information relating to limitations of the product information requiring further testing be deemed necessary by the Architect, the cost of the prescribed test shall be borne by the Contractor. Contractor shall send product samples upon request.
2. Attach a list of projects where comparable use has been made of this product. List the name and location of the project, name of Owner or Architect, Engineer, General Contractor, and Subcontractor (if applicable), and the year installed.
3. List any problems encountered with this product on projects where it has been used. What corrective measures were required?
4. Provide a detailed comparison of the proposed substitute product with that of the specified product. Differences are to be highlighted and called out.
5. Submit a detailed specification, conforming to the format of the technical specifications herein contained, tailored to this project for installation of this product.
6. Will the services of an expert field representative be furnished to supervise the installation of this product?

7. Describe maintenance requirements for this product and availability of expert repair service, if needed.
8. Will the proposed substitution result in a change in Contract price or time of completion? If so, submit itemization of price change and explain effect on time of completion.
9. Will the use of the proposed product necessitate a change in the contract drawings or specifications?
10. Will the use of this product necessitate the payment of any license fees or royalties?
11. Furnish information establishing financial responsibility of the manufacturer. (Number of years in business, volume of business, Dunn & Bradstreet rating, etc.)
12. The Contractor certifies that he or she understands the conditions of use to which this product will be put, and he/she warrants this product as stipulated in the General Conditions.

Name of Contractor

Signature of Officer, Owner or Partner

Date

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
 - 1. Inspection Procedures
 - 2. Submittal of Project Record Document
 - 3. Submittal of Operation and Maintenance Manual
 - 4. Submittal of Warranties
 - 5. Final Cleaning
 - 6. Submittal of Regulated Systems [ACBM (Asbestos Containing Building Materials) & Lead] Closeout Documents
 - 7. Submittal of any Final Prevailing Wage Reports
- B. Closeout requirements for specific construction activities are included in the appropriate sections in Divisions 2 through 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show one hundred percent (100%) completion for the portion of the work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the contract sum.

- b. If one hundred percent (100%) completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
 2. Advise the Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 4. Obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities.
 5. Include occupancy permits, operating certificates, and similar releases.
 6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 7. Submit all required training meeting minutes.
 8. Deliver tools, spare parts, extra stock, and similar items.
 9. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 10. Complete startup testing of systems and instruction of the Owner's Operation and Maintenance personnel.
 11. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
 12. Complete final clean-up requirements, including touch up painting.
 13. Touch-up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the work is substantially complete.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

3. The cost for any Architectural services for reinspection is the Contractor's sole responsibility.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the CITY's, Architect's & Engineer's final inspection lists of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 4. Submit consent of surety to final payment.
 5. Submit a final liquidated damages settlement statement.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 7. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the work.
- B. Reinspection Procedure: The Architect will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
 1. Upon completion of reinspection, the Architect will prepare a Certificate of Final Acceptance. If the work is incomplete, the Architect will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours. Record documents, including O&M Manuals, as-built drawings and Owner Training procedures can be provided in electronic format, although there shall be 1 hard copy included, per Section G below.
- B. Record Drawings: Maintain a clean, undamaged set black line white prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. At the conclusion of the project, this record set of prints shall be submitted to the Architect for his/her review and comment. If the record set of prints is found to be complete and accurate, the prints shall be returned to the Contractor for submittal to the Owner with other closeout documents.

Record drawings must be reviewed and approved prior to each pay request by the Owner's representative. The drawings should reflect the work that has been accomplished during the time period of the pay request. Lack of record drawings approval at the time of submittal of a pay request will result in a potential delay in the processing of the pay request.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the work.
 2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
 3. Note related change order numbers where applicable.
 4. Organize record drawing sheets into manageable sets. Bind sets with durable paper cover sheets; print suitable titles, dates and other identification on the cover of each set.
 5. Provide record drawings using electronic media, Auto Cad compatible. Original media will be provided for Contractor to make required record drawing notations.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual, one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

Record specifications must be reviewed and approved prior to each pay request by the Owner's representative. The specifications should reflect the work that has been accomplished during the time period of the pay request.

Lack of record specification approval at the time of submittal of a pay request will result in a potential delay in the processing of the pay request.

1. Mark these documents to show substantial variations in actual work performed in comparison with the text of the specifications and modifications.
 2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and product data.
 4. Upon completion of the work, submit an electronic record specification to the Architect for the Owner's records.
- D. Record Product Data: Maintain one (1) copy of each Product Data submittal. Note related Change Orders and markup of record drawings and specifications.
1. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned later by direct observation.
 3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the project site to determine which samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's sample storage area.
- F. Miscellaneous Record Submittals: Refer to other specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records, and place in good order. Identify miscellaneous records properly and bind or electronic file, ready for continued use and reference. Submit to the Architect for the Owner's records.
- G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind 2 copies (1 hard copy / 1 electronic) properly indexed data in individual, heavy duty, 2-inch, 3-ring, vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate

identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions
2. Spare parts list
3. Copies of warranties
4. Wiring diagrams
5. Recommended turn around cycles
6. Inspection procedures
7. Shop Drawings and Product Data
8. Fixture lamping schedule
9. Any other applicable information_

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 1. Maintenance manuals
 2. Record documents
 3. Spare parts and materials
 4. Tools
 5. Lubricants
 6. Fuels
 7. Identification systems
 8. Control sequences
 9. Hazards

10. Cleaning
 11. Warranties and bonds
 12. Maintenance agreements and similar continuing commitments
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up
 2. Shut down
 3. Emergency operations
 4. Noise and vibration adjustments
 5. Safety procedures
 6. Economy and efficiency adjustments
 7. Effective energy utilization

END OF SECTION 01700

SECTION 01710 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Division 1 SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS specifies general cleanup and waste removal requirements.
 - 2. Division 1 SECTION 1700 – CONTRACT CLOSEOUT specifies general contract closeout requirements.
 - 3. Special cleaning requirements for specific construction elements are included in appropriate sections of Divisions 2 through 16.
- C. Multiple Prime Contracts: Each Prime Contractor is responsible for final cleaning their own work. The Contractor for General Construction is responsible for coordinating final cleaning of an area or piece of equipment where more than one (1) Prime Contractor is involved.
- D. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
 - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
 - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final-cleaning operations to all workspaces and any adjacent spaces affected by the work performed. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 3. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
 - 5. Remove snow and ice to provide safe access to the building.
 - 6. Clean exposed exterior and interior hard surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition. Wax any required flooring to the City standard.
 - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 8. Broom clean concrete floors in unoccupied spaces.
 - 9. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo, if required.

10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 11. Remove labels that are not permanent labels.
 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.
 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 16. Clean ducts, blowers, and coils if units were operated without filters during construction.
 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
 19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities. This section is only applicable for a new facility or an addition to an existing facility.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with regulations of Authorities Having Jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner’s property. Do not discharge volatile,

harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01710

SECTION 01 9113 – GENERAL COMMISSIONING REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED WORK

- A. All other sections in Division 21, 22, and 23.
- B. Specification Section 220800 – “General Commissioning Requirements”
- C. Specification Section 260800 – “Electrical Systems Commissioning
- D. Specification Section 230800 – “Mechanical Systems Commissioning”

1.2 RELATED DOCUMENTS

- A. Owners Project Requirements (OPR)
- B. Basis of Design (BOD)

1.3 COMMISSIONING AGENT OF RECORD

- A. Company: The Commissioning Agent contracted directly with City of Fernley will be_____. The contractors or any of their sub-contractors are not responsible to hire the commissioning agent for this project.
- B. Project Manager: _____ shall be the Project Manager throughout the entire commissioning process.

1.4 DESCRIPTION

- A. The purpose of the commissioning process is to provide the Owner/operator of the facility with a high level of assurance that the mechanical, Plumbing and associated electrical Systems have been installed in the prescribed manner, and operate within the performance guidelines set in the design intent. The Commissioning Authority shall provide the Owner with an unbiased, objective view of the systems installation, operation, and performance. This process is not to take away or reduce the responsibility of the design professionals or installing contractors to provide a finished product. Commissioning is intended to enhance the quality of system start-up and aid in the orderly transfer of systems to beneficial use by the owner. The Commissioning Authority will be a member of the construction team, cooperating and coordinating all commissioning activities with the design professionals, construction manager, contractors, subcontractors, manufacturers and equipment suppliers.

1.5 SCOPE

A. The General systems commissioning shall include a demonstration by the Contractor with the assistance of the Commissioning Authority (CxA) of each piece of equipment to comply with the Construction Documents (CD). The commissioning process shall demonstrate that each piece of equipment is performing and operating to the CDs.

B. Participants in General Systems Commissioning: Commissioning systems shall be conducted with representatives from the following entities as needed.

1. General Contractor
2. Mechanical Contractor
3. BMS or ATC Contractor
4. Factory Authorized Service Personnel for all major pieces of equipment. This is not a sales representative, but an authorized technician certified to work on the piece of equipment.
5. Water Treatment Contractor
6. Electrical Contractor
7. Test and Balance Contractor
8. Owner's Representative
9. Electrical Engineer
10. Mechanical Engineer
11. Architectural Team

C. Kickoff, Coordination and MEP Meetings

1. The CxA will attend the contractors sub meeting. Contractor shall schedule time at meetings for review of Issues log, upcoming installations, schedule, submittals, and commissioning plan review.
2. Other meetings such as the Commissioning Kick-Off Meeting, Update Meetings, and other Coordination Meetings shall be attended by those participants as indicated in the "Participants in General Systems Commissioning."

D. Submittal Reviews and Meetings

1. The CxA shall review each submittal in Division 22, 23, 26, and provide comment and review to the design team prior to return of submittal to contractor.
2. Submittal reviews are NOT an approval but a courtesy review to help validate products submitted is in general compliance with the construction documents.

E. Issues Log

1. An issues log shall be kept by the CxA. These issues will identify issues, defects, improper installations, and deficiencies of the installation and design. The issues log will have the issue, a potential resolution, the sub- contractor responsible, the date of the issue found and the CxA who found the issue.
2. The issues log shall be addressed weekly by the contractor; any unresolved items shall be included in the contractor punch list for completion.
3. When an item is completed and addressed by the contractor or sub- contractor responsible, the party responsible shall sign off and deliver to the CxA for review. The sign off shall include how the contractor addressed the issue and the date in which the contractor addressed the issue

F. Construction Checklist, Pre and Final Functional Testing Checklist, and Startup Checklist

1. The CxA shall develop construction checklist that will be executed by the CxA. The contractors and sub-contractors shall review the checklist for compliance with the ability of their individual systems. If the contractor or sub-contractors do not provide comments to the CxA then the CxA shall assume their procedures shall not harm nor deteriorate the individual systems. If a problem occurs during testing that causes a piece of equipment of system to malfunction, damage, or any other failure and the contractor or sub-contractor has not in writing opposed such test then the contractor or sub-contractor shall be liable for any damages and delays.
2. The contractor shall fill out checklist called Contractor Readiness checklist. These shall be delivered in the commissioning plan and shall be used to show the CxA that the contractor is ready for Final Function Testing.

3. Startup Sheets shall be delivered to the CxA. The contractor responsible for the piece of equipment is also responsible for delivering those startup sheets to the CxA.
4. Functional Testing shall be attended by the members as defined in "Participants in General Systems Commissioning."
5. Should any of the aforementioned requirements not be met on the date that the commissioning process commences and or if deficiencies are observed during the commissioning process the commissioning will be considered a failure and the deficiencies will be required to be remedied and then addressed in writing prior to requesting a date for re-commissioning. There will be no additional costs allowed to the Contractor for re-commissioning sessions as may be required to address issues that are found to be in non-compliance with the requirements of this specification.

G. Current Facility Requirements Document

1. The CxA shall prepare a document that contains the following pieces of information. This document shall include the following:
 - a. a sequence of operations for the building
 - b. the building occupancy schedule
 - c. equipment run-time schedules
 - d. set points for all General equipment
 - e. set lighting levels throughout the building
 - f. minimum outside air requirements
 - g. any changes in schedules or set points for different seasons, days of the week, and times of day
 - h. a systems narrative describing the mechanical systems and equipment
 - i. a preventative maintenance plan for building equipment described in the systems narrative
2. The document shall be delivered to the Owner by the CxA in a Microsoft Word (.doc or .docx) format (Document for CITY at end of project that UNVC will deliver.)

H. Systems Manual

1. The CxA shall prepare a document that contains the following pieces of information. This document shall include the following:
 - a. As-built sequence of operation
 - b. Original set points for all systems commissioned

- c. Recommended schedule for sensor recalibration
- d. Equipment operations and maintenance manuals
- e. Equipment preventive maintenance schedules
- f. Confirmation of completed training for the owner and occupants
(Document for CITY at end of project that UNVC will deliver.)

1.6 SYSTEMS TO BE COMMISSIONED

A. This list is not intended to be exhaustive. All division 22, 23, and 26 and any equipment, piping, balancing, controls, etc. that are defined in the entire cumulative sections of division 22, 23, and 26 will go through commissioning. The below list is a representative sample of items that are typically commissioned.

- 1. All electrical systems including power (emergency and normal), lighting controls, fire alarm, security, and audio/visual.
- 2. All building HVAC systems and controls
- 3. All building plumbing systems

1.7 COORDINATION

- A. The Commissioning authority shall receive a copy of all construction documents, addenda, change orders, and appropriate approved submittals and shop drawings directly from the Contractor. We only use this documentation for our review, but not as a method of approval.
- B. The Commissioning Authority shall disseminate written information and documents to all responsible parties relative to the nature and extent of the communication.
- C. The Commissioning Authority is primarily responsible to the Owner, and as such, shall regularly appraise the Architect, the Contractor, and the Owner of progress, pending problems and/or disputes, and shall provide regular status reports on progress with each system. Any potential change in the contractual and/or financial obligations of the owner (credits, change orders, schedule changes, etc.) shall be identified and quantified as soon as possible.
- D. The Commissioning Authority shall coordinate the schedule of commissioning activities with the construction schedule. It is possible that some procedures will be completed before the entire Mechanical system is completed.

1.8 SCHEDULE

- A. Final Commissioning shall not commence on the individual pieces of equipment, Test and Balance, Controls, and other mechanical systems until the Contractor Readiness Forms are delivered to the CxA.
- B. Pre-Functional Commissioning shall commence during the progress of the project. Contractor Readiness checklist do not typically have to be filled out for the CxA to check out these systems. However, the contractor is responsible to inform and schedule the CxA to do Pre-Functional Checks.
- C. Contractor schedules and scheduling is the responsibility of the Contractor. The Commissioning Authority shall provide commissioning scheduling information to the contractor for review and planning activities.
- D. Individual dates are defined in the individual commissioning specifications for each spec section as defined in the other commissioning specifications.

1.9 MISCELLANEOUS CONTRACTOR RESPONSIBILITIES

- A. Means and Methods: The contractor is solely responsible for the means and methods of construction. While the CxA shall assist in construction the final responsibility rest solely on the General and Installation Contractor.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 COMMISSIONING KICKOFF MEETING

- A. The CxA shall facilitate a Commissioning Kickoff Meeting after all Mechanical, Electrical, and General subcontractors are under contract with the General Contractor. The CxA shall invite the Architect, Engineers, and Owners Representatives to the meeting.
- B. The General Contractor shall ensure that the following individuals are in attendance:
 - 1. The Mechanical Foreman and Project Manager
 - 2. The General Foreman and Project Manager
 - 3. The Controls Foreman and Project Manager

4. The Test and Balance Project Manager
5. The Electrical Foreman and Project Manager
6. The Fire Protection Foreman and Project Manager
7. The General Contractor Project Engineer, Superintendent, and Project Manager

C. The CxA shall keep meeting minutes and distribute to the individuals present.

3.2 DISTRIBUTION LIST

- A. The distribution list shall be developed during the Commissioning Kickoff Meeting. This distribution list shall be used for all distribution of commissioning activities. While every effort shall be made to distribute all pertinent information to the subcontractors by the CxA, the sole responsibility for sub-contractors to receive information rest on the General Contractor.

3.3 COMMISSIONING PLAN

- A. The Commissioning Plan shall be developed by the CxA and delivered at the conclusion of the submittal process.
- B. The Commissioning Plan will have the CxA Procedural Standards for testing, the PFAT checklist, the FAT checklist and the Contractor Readiness checklist.
- C. The sub-contractors and contractors are responsible for reviewing the above checklist and provide comments to the CxA within 30 calendar days of receiving the commissioning plan. During this comment period, the comments must be received in writing and the CxA will work with the individual contractors and sub-contractors to ensure the safety of systems. After the thirty (30) day period for comment any additional comments received shall be reviewed by the CxA, however; the subcontractor shall be liable for any cost associated with this review and any delays.

3.4 SUBMITTAL REVIEWS AND SUBMITTAL MEETINGS

- A. The CxA shall review all mechanical submittals. It is the responsibility of the Architect to ensure the contractor receives the CxA reviews. The Architect is responsible for delivering the submittals to the CxA, and to receive and incorporate comments prior to submittal return to contractor.

- B. The subcontractor, supplier and manufacturer are responsible to submit with initial submittals a line-by-line submittal compliance document. The compliance document will follow the specification that the submittal is in reference too. The compliance document will have one of the following for each paragraph of the specification: Comply, Exception, or Unable to Comply. With each Exception and Unable to comply, the compliance document will have a detailed explanation.

3.5 BUILDING INFORMATION MODELING (BIM) REVIEWS

- A. The CxA shall review the BIM models at 90% completion for access issues. The file shall be delivered to the CxA in a NavisWorks format (.nwd).
- B. The contractor may split the review up by floors or buildings. Partial models shall not be reviewed by the CxA until the entire floor is completed to 90%.
- C. The CxA shall deliver a floor plan with markups on areas of access concern.
- D. BIM Model shall include the following:
 - 1. All duct work and air handling equipment. Ductwork shall show flanges. Model shall show insulation around duct work.
 - 2. All mechanical equipment.
 - 3. All hangers including unistrut, clevis, all-thread and strap material.
 - 4. Duct fittings including HETO and flex and diffusers/grilles.
 - 5. Electrical work and controls conduit cumulating 1.5" or larger.
 - 6. Mechanical access zones
 - 7. Fire/Smoke or fire dampers including access zones.
 - 8. Mechanical piping larger than ¾".
 - 9. Refrigerant lines, no matter the size.
 - 10. Cable tray
 - 11. Electrical Equipment
 - 12. All hangers and supports for electrical equipment.

13. All light fixtures
14. All power feeds including conduit or bus bars.
15. Outlets and switches where location is a priority for architectural.
16. Electrical equipment access zones.
17. All occupancy sensors, daylight sensors, exit signs, fire alarm strobes and horns, cameras, speakers, and AV equipment located in ceiling grid.
18. Natural gas lines larger than ½”
19. Plumbing lines larger than ½”
20. Insulation shall be shown with the correct sizing on plumbing lines.
21. All plumbing valves and cleanouts.
22. Access zones to plumbing valves and cleanouts.
23. Fire protection piping no matter the size.
24. Fire protection drops
25. Fire protection equipment
26. The entire steel structure including beams, columns, supports, braces, bent plate, supports or secondary supports.
27. All catwalks and their support systems.
28. All concrete structures include walls, columns or beams.
29. All access doors in the architectural ceiling for access to all electrical, plumbing and mechanical systems.
30. Ceiling grid
31. All walls windows and doors.
32. Lab hoods
33. Soda Machine Lines

34. Kitchen equipment and hoods

3.6 COORDINATION MEETINGS (MEP MEETINGS)

- A. The CxA will attend the contractors MEP meeting at a minimum every other week.
- B. The purpose of these meetings for UNVC to attend is to assist with coordination of installation, commissioning, and testing activities. These meetings will be conducted by the contractor.

3.7 CONSTRUCTION OBSERVATION AND FIRST INSTALLS

- A. The CxA shall observe construction activities throughout the construction of the project. The contractors shall be available during these observations for information as needed. An issues log as outlined in Part 1 shall be kept by the CxA.
- B. Mockups or first installations of individual pieces of equipment need to be installed in their location where applicable. First Installs will be required of the contractor and sub-contractor as defined in the individual commissioning specifications.
- C. Contractor shall coordinate and not prohibit observations and first installs. Sub-contractors, owner's representatives and engineers shall review the first installs for compliance.

3.8 CONTRACTOR READINESS CHECKLIST

- A. Contractor Readiness Checklist (CRC) shall be delivered by the CxA to the contracting team for the contracting team to fill out. The purpose of the CRCs to inform the CxA of the readiness of the contractor to begin Functional Testing on the mechanical system.
- B. The CxA shall not begin Functional Testing of the system or any equipment until the CRC are received. While some systems can be tested without a complete system the CxA shall have the final say on which can and cannot begin functional testing based on the completeness of the project. A single CRC can be completed per type of equipment. (i.e., if there are 80 Heat Pumps and all of them are ready then a single sheet can be filled out for all 80 Heat Pumps)
- C. If the contractor delivers the CRC and the CxA finds, the system is not functional then the contractor shall be liable for cost incurred by the CxA.

3.9 PRE-FUNCTIONAL CHECKLIST

- A. The Pre-Functional Checklist shall be developed by the CxA and delivered in the commissioning plan.
- B. The Pre-Functional Checklist shall be reviewed by the contractors and subcontractors and shall be executed by the CxA.
- C. The CxA shall review 100% of all General systems installations.

3.10 FUNCTIONAL PERFORMANCE CHECKLIST

- A. The CxA shall execute Functional Performance Checks. Suppliers, BMS or ATC Contractor, Mechanical Contractors, Electrical Contractors, Test and Balance Contractor, and General Contractors shall be available at the request of the CxA.
- B. Commissioning Authority shall develop and document the commissioning procedures to be used this will be delivered to the contractor in the commissioning plan and is called the Procedural Standards. Include a performance checklist and performance test data sheets for each system based on actual system configuration. These procedures shall be reviewed by the appropriate contractors and sub-contractors for technical depth, clarity of documentation and completeness. Emphasis shall be placed on testing procedures that shall determine actual system performance and compliance with the design intent.
- C. The Commissioning Authority shall determine the acceptance procedures for each system within General divisions as required. The acceptance procedures shall incorporate the commissioning standards and successful testing results as referred to throughout General specifications.
- D. The appropriate contractor and vendor(s) shall be informed of what tests are to be performed and the expected results. Whereas some test results and interpretations may not become evident until the actual tests are performed, all parties shall have a reasonable understanding of the requirements. The Commissioning Plan shall address those requirements and be distributed to all parties involved with that particular system.
- E. Acceptance procedures shall confirm the performance of systems to the extent of the design intent. When a system is accepted, the Owner shall be assured that the system is complete, works as intended, is correctly documented, and operator training has been performed

F. During the functional performance testing, the BMS or ATC contractor shall be in attendance to setup the CxA on the controls system and be in attendance throughout the Sequence of Operation checks.

G. The CxA shall review 100% and test 100% of all mechanical, electrical and plumbing systems.

3.11 TRENDING

A. Trending points will be outlined in the Procedural Standards as delivered by the CxA in the commissioning plan.

B. Following substantial completion and starting with normal building occupancy and use, a minimum Four (4) weeks of “Clean” trending (no mechanical, software, control loop or Building Management System “BMS” failures) shall be provided on “Any” or “All” BMS systems & points as directed by the CxA. Trends shall be coincident at 15-minute intervals with a cache able to handle four (4) weeks of trending on a rollover basis. The trending shall also be setup to a COV in conjunction with the 15-minute requirement if possible.

C. The CxA will review the trends after the four weeks of clean trending.

3.12 OPERATION AND MAINTENANCE MANUALS

A. The contractor responsible for Mechanical O&Ms shall deliver electronic copies of those O&M to the CxA at 75% billable completion of installed mechanical systems. The O&M manuals shall include installation requirements and maintenance requirements.

B. The final O&M Manual shall be reviewed by the CxA before delivery to the Owner. Any deficiencies shall be noted, and the contractor shall remedy before final delivery.

C. The final O&M must be delivered to the Owner before training shall commence.

3.13 CURRENT FACILITY REQUIREMENTS AND OPERATION AND MAINTENANCE PLAN

A. The contractors shall support the CxA when they are gathering information for the following.

- A. Sequences of operation for the building
- B. Building occupancy schedule
- C. Equipment run-time schedules
- D. Set points for all General equipment
- E. Lighting levels throughout the building
- F. Minimum outside air requirements
- G. Changes in schedules or set points for different seasons, days of the week, and times of day
- H. Systems narrative describing the mechanical and electrical systems and equipment
- I. Preventive maintenance plan for building equipment described in the systems narrative
- J. CxA program that includes periodic CxA requirements, ongoing CxA tasks, and continuous tasks for critical facilities (UNVC will make this document, but it requires the contractor to aid in getting us any information as needed)

3.14 SYSTEMS MANUAL

- A. The contractors shall provide the following in an editable Microsoft Word Format. (.doc or .docx) in a narrative format for use by the CxA to provide the final Systems Manual. The submittals shall be compiled by section in a .pdf format
 - 1. Construction record documents and specifications
 - 2. Approved submittals
 - 3. As-built drawings
 - 4. As-built sequence of operation
 - 5. Equipment operations and maintenance manuals
 - 6. Equipment preventive maintenance schedules

7. Confirmation of completed training for the owner and occupants

3.15 TRAINING

- A. The CxA shall be invited to all General training sessions by the General Contractor.
- B. The training shall not commence until the system has been commissioned and proven ready for training.
- C. The contractor shall schedule and coordinate training sessions for the Owner's staff for each system. Training may be in a classroom setting with the appropriate schematics, handouts, and visual/audio training aids on-site with equipment.
- D. The Commissioning Authority shall review agendas and training schedules, which shall be submitted four weeks before training.
- E. The agenda shall include but not limited to operational set points, runtime schedules, general operation and maintenance requirements, time and location for the training.
- F. The training program shall include the following:
 - 1. Emergency instructions and procedures
 - 2. Operation instructions and procedures
 - 3. Troubleshooting procedures
 - 4. Maintenance and inspection procedures
 - 5. Repair procedures
 - 6. Upkeep of the systems manual and associated maintenance documentation logs
- G. Evaluations shall be done of the training system by the attendees. The evaluations shall reflect ASHRAE 0-2013-Appendix P Evaluation Form.
 - 1. If the Evaluations from the training average rises above 2 (based on 1 being very well trained and 5 not at all trained) then the training shall recommence. All cost for the re-training shall be solely born by the contractor training. Including any reimbursement to the Owner for the Czar,

the Owners Operational Staff, and any other cost born by the owner for failure to comply with requirements.

- H. The contractor shall provide a schedule for training times and dates. The schedule shall include location, who is training, trainer's contact information,
- I. The appropriate installing contractors shall provide training on all the major systems per specifications, including peculiarities specific to this project.
- J. The equipment vendors shall provide training on the specifics of each major equipment item including philosophy, troubleshooting, and repair techniques.
- K. The automatic control vendor shall provide training on the control system per their specification section.
- L. The contractor shall furnish a final video DVD set, above the owner's requirements as defined elsewhere, to the CxA for their use and ownership and review. Included in those DVDs shall be the sign-in sheet for each training.

3.16 RECORD DRAWINGS OR REDLINES

- A. The CxA shall review the "Redlines" or "Record Drawings" on a bi-weekly basis.
- B. Record Drawings or Redlines shall be kept in a printed format beyond any BIM modeling. If record drawings are being kept on BIM a printed version on a typical 2D flat sheet of paper large enough to read shall be kept as well in the General Contractors trailer.
- C. The following requirements shall be met for Redlines or Record Drawings:
 - 1. Underground: All underground piping no matter the size shall be shown with dimensions from walls (not gridlines) and elevations of the pipe at every ninety or y fitting and marked at every 20 feet on the drawings.
 - 2. Above Ground Concealed: All above ground piping no matter the size concealed in hard lid or behind walls shall be dimensioned from walls.
 - 3. Above Ground Accessible or Unconcealed: All above ground piping, no matter the size, shall be documented in the redlines. General location shall be sufficient as long as the general location is in the same area not separated by walls.

D. The final redlines shall be reviewed by the CxA before delivery to the Architect.

3.17 WARRANTY PERIOD AND CONTINUOUS COMMISSIONING

A. The CxA shall provide Continuous Commissioning during the One Year Warranty Period after substantial completion. During this time, the CxA shall adjust settings on the BMS for optimization of the system, shall find issues with the system, and shall report issues to the contractors.

B. The contractor and sub-contractors shall resolve issues immediately.

3.18 REPEATED WORK, TESTING, AND REVIEWS

A. Contractor shall, at no additional cost to the Owner, repeat the complete verification test procedure for each test for which acceptable results are not achieved. Repeat tests until acceptable results are achieved.

B. Contractor shall compensate the Owner for costs incurred as the result of tests review or inspection repeated. This includes the costs for the Commissioning Authority, Design Architect, Design Engineers, and Owner--s personnel for billed costs (including travel expenses) for the extraordinary participation of the Owners Representative, Architect, Commissioning Authority or owner's staff.

END OF SECTION 019113

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL
FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

1. **Use of Funds:**
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance:** The period of performance for this award begins on the date hereof and ends on _____. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on _____, and ends on _____.
3. **Reporting:** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. **Maintenance of and Access to Records:**
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Pre-award Costs:** Pre-award costs, as defined in 2 C.F.R. §200.458, may not be paid with funding from this award.
6. **Administrative Costs:** Recipient may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing:** Cost sharing or matching funds are not required to be provided by Recipient.
8. **Conflicts of Interest:** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318(e) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations:

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award including, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM) 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 1 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 21.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21
 - viii. Uniform relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000D *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VII of the Civil Rights Act of 1963 (42 U.S.C. §§3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination act of 1975, as amended (42 U.S.C. §§ 6101 *et. Seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in progress or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 *et. seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 AND 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt

is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. §4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contact (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contact or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court of grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that

ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

SUPPLEMENTAL GENERAL CONDITIONS OF THE CONTRACT ***(Federally Funded Projects)***

The following modifications are made to the CMAR General Conditions of the Contract. Unless specifically modified herein, all remaining portions of affected paragraphs and sections shall retain their original intent and requirements.

SECTION 5.2 CMAR'S RESPONSIBILITIES

Add Subsection 5.2.11 to read as follows:

BUILD AMERICA, BUY AMERICA (BABA)

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements of this section in all subawards, including all contracts and purchase orders for work or products under this program. None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- A. non-ferrous metals;
- B. plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- C. glass (including optic glass);
- D. lumber; or
- E. drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States

Add Subsection 5.2.11.A to read as follows:

Build America, Buy America (BABA) Waivers

Should CMAR determine that Buy America compliant materials or products are not available, CMAR shall notify Owner immediately, identifying non-compliant item, and proposed non-Buy America product/material alternative. Owner will review and respond as follows:

1. Initiate a Change Order in accordance with Section 2.7 of the CMAR General Conditions of the Contract to authorize a change in the work for compliance to the Build America, Buy America Act; or
2. Determine that a waiver to the Build America, Buy America Act is appropriate and request the CMAR prepare a waiver request. Waivers will be appropriate based on the following criteria:

Build America, Buy America Act Waiver Request: Should the Owner determine a waiver is required in accordance with information above, contractor shall prepare a document including the following information:

1. List of iron or steel item(s), manufactured products, and/or construction material(s) proposed to be excepted from BABA requirements, including name, cost, country/countries of origin (if known), required quantity and quality, and relevant Product Service Code (PSC) or North American Industry Classification System (NAICS) code for each product/material.

2. Certification that CMAR made a good faith effort to obtain iron or steel item(s), manufactured products, and/or construction material(s) in an attempt to comply with BABA requirements. Examples of supporting information to show the attempt was made would be the following:
 - a. BABA language in requests for proposals, contracts, and non-proprietary communications
 - b. Market research that demonstrates a reasonable survey of the market, such as a description of the process for identifying suppliers, a list of contacted suppliers, and/or relevant excerpts from the bids documents or quotes
 - c. A statement from the vendor and/or supplier confirming the non-availability of the domestic iron or steel item(s), manufactured products, and/or construction material(s), for which the waiver is sought.
 - d. The absence of any BABA compliant bids received in response to a solicitation.
 - e. A description of the anticipated impact (on costs, project schedule, etc.) if no waiver is issued.

Add Section 2.2 to Part 2 of Section 01631 SUBSTITUTIONS as follows. To the extent there is any conflict between the terms below and those in Section 2.1 of the Part 2 of Section 01631, as applicable to any substitution at issue, the terms stated herein below shall control:

2.2.1. The GMP and the Work shall be based on the products specified in the drawings and specifications. The characteristics of the specified products have been utilized in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the Owner and the Architect, they meet the standards of the Contract Documents. The Owner will only consider substitutions that are accompanied by a Buy America, Build America certification.

2.2.2. The CMAR shall submit any requests for substitutions in writing to the Owner and the Architect within the time specified in Section 2.5.3. Submittals and shop drawings do not constitute a request for substitution. Products not specified or accepted in writing as equivalent to those specified shall not be installed. The CMAR shall be responsible for all costs associated with removal and replacement should the CMAR proceed with installation of any substituted product without specifically identifying the substitution and obtaining written approval of the substituted product.

2.2.3. Requests for substitutions with the required Buy America, Build America certification, must be submitted to the Owner and the Architect within 30 days after the Notice to Proceed date. Thereafter, substitutions will be considered only in cases of documented product unavailability or other conditions beyond the control and without the fault of the CMAR, or in special circumstances when allowed by the Owner and the Architect.

2.2.4. The burden of proof of substituted product equality rests with the CMAR. Final approval of all substituted products shall be contingent on acceptance of the associated submittals and/or shop drawings, compliance with the Contract Documents, and acceptable installation. Approval to utilize a substituted product does not relieve the CMAR or supplier of his responsibility to meet the requirements of the Contract Documents.

STATE OF NEVADA

JOE LOMBARDO
GOVERNOR

TERRY REYNOLDS
DIRECTOR

BRETT K. HARRIS
LABOR COMMISSIONER



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2023 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, 2022

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

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	
Labor Group Classifications.....	56
Operating Engineers.....	60

NRS section 338.010 subsection (25) "Wages" means:

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

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

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

Job Descriptions for Recognized Classes of Workers

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

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

Zone Rates

The zone rate has been added to each applicable craft.

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

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

Air Balance Technician Journeyman.....	71.50
Air Balance Technician-Foreman.....	75.71
Air Balance Technician-General Foreman.....	79.93

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.....33.79

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.....	50.03
Bricklayer Foreman.....	51.28

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 Journeyman.....	54.91
Carpenter Foreman.....	58.32
Carpenter General Foreman.....	62.07

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 hours worked in one (1) week do not exceed forty (40) hours.

RECOGNIZED HOLIDAYS

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

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

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

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

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

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

Craft: CEMENT MASON (Union Rate)

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

Cement Mason - Journeyman.....	48.92
Cement Mason - Foreman.....	52.55

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTIONS

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

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

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

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

Communication Installer.....	44.79
Communication Technician.....	49.66
Senior Technician	52.91

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 (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

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 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 (coilable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

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

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

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

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

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

Electrician Neon Sign Journeyman.....37.06

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

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

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

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

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

Shift Rates

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

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

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

Elevator Constructor-Journeyman Mechanic.....	117.95
Elevator Constructor-Journeyman Mechanic In Charge.....	128.06

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

SEE AMENDMENT 3A

Fence Erector.....45.78

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$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, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Includes but is not limited to:

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

Craft: FLAG PERSON (Union Rate)

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

SEE AMENDMENT 3A

Flag Person.....42.66

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$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, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION

FLAG PERSON, includes but is not limited to:

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

Craft: FLOOR COVERER (Union Rate)

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

Floor Coverer Journeyman.....	50.69
Floor Coverer Foreman.....	54.12

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.....25.25

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

SEE AMENDMENT 3A

Highway Striper.....	48.28
Highway Striper Foreman.....	48.78

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$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 midn ight to midnight.

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

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

RECOGNIZED HOLIDAYS

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

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

JOB DESCRIPTION:

Includes but is not limited to:

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

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

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

Brick Mason Journeyman.....	46.03
Brick Mason Foreman.....	46.43

ADD ZONE RATE

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from 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, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

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

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

Craft: Hod Carrier-Plasterer Tender (Union Rate)**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer Tender-Journeyman.....	46.37
Plasterer Tender- Gun Tender.....	47.37
Plasterer Tender-Foreman.....	47.73

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, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

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

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

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

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

Craft: Ironworker (Union Rate)**Prevailing wage rates include the base rate as well as all applicable fringes****SEE AMENDMENT 8**

Ironworker-Journeyman.....	78.74
Ironworker - Foreman.....	83.21
Ironworker -General Foreman.....	88.13

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

ADD PREMIUM PAY

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

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

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

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

Shift Pay

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

RECOGNIZED HOLIDAYS

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

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

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

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

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

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

Craft: Laborer (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes
SEE AMENDMENT 3

Landscaper	40.37
Furniture Mover	41.87
Group 1.....	45.53
Group 1A.....	42.66
Group 2.....	45.63
Group 3.....	45.78
Group 3A.....	48.21
Group 4.....	46.03
Group 4A.....	48.53
Group 5.....	46.33
Group 6.....	
Nozzlemen, Rodmen.....	45.33
Gunmen, Materialmen.....	46.03
Reboundmen.....	45.68
Gunit Foreman.....	46.73

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 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 midn ight to midnight.

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

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

RECOGNIZED HOLIDAYS

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

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

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

SEE GROUP CLASSIFICATIONS

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

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

SEE AMENDMENT 2

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.....	72.11
Mechanical Insulator-Foreman.....	76.11
Mechanical Insulator-General Foreman	78.11

ADD ZONE RATE

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

Zone 1	0 to 20 miles	\$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.....	71.01
Millwright Welder.....	72.01
Millwright Foreman.....	75.30
Millwright General Foreman.....	80.02

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. Admission Day is a recognized holiday in lieu of Veterans' Day.

RECOGNIZED HOLIDAYS

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

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

5006.18

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

5006.19

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

5006.20

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

5006.21

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

5006.22

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

5006.23

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

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

SEE AMENDMENT 2

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	63.11
Group 1A.....	65.82
Group 2.....	66.35
Group 3.....	66.62
Group 4.....	67.36
Group 5.....	67.66
Group 6.....	67.86
Group 7.....	68.08
Group 8.....	68.67
Group 9.....	68.99
Group 10.....	69.34
Group 10A.....	69.53
Group 11.....	69.77
Group 11A.....	71.41
Group 11B.....	72.22
Foreman.....	68.80
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

SEE AMENDMENT 2A

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	78.36
Group 1 Truck Crane Oiler.....	72.19
Group 1 Oiler.....	70.23
Group 2.....	76.85
Group 2 Truck Crane Oiler.....	71.94
Group 2 Oiler.....	70.02
Group 3.....	75.61
Group 3 Truck Crane Oiler.....	71.72
Group 3 Oiler.....	69.80
Group 3 Hydraulic.....	71.39
Group 4.....	73.88
Group 5.....	72.78
Add \$12.5% to base rate for "Special" Shift.....	

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIIVER

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	77.88
Group 1 Truck Crane Oiler.....	72.37
Group 1 Oiler.....	70.45
Group 2.....	76.29
Group 2 Truck Crane Oiler.....	72.16
Group 2 Oiler.....	70.25
Group 3.....	72.03
Group 3 Truck Crane Oiler.....	74.84
Group 3 Oiler.....	71.94
Group 4.....	73.33
Group 5.....	72.22
Group 6.....	68.94
Group 7.....	70.15
Group 8.....	69.19
Add \$12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

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

Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

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

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

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

JOB DESCRIPTION, includes but is not limited to:

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

Craft: PAINTER (Union Rate)

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

Brush/Roller Painter.....	47.34
Spray Painter/Paperhanger.....	49.00
Sandblaster.....	49.05
Structural Steel & Steeplejack.....	49.05
Swing Stage.....	49.34
Special Coating Application-Brush.....	49.39
Special Coating Application-Spray.....	49.39
Special Coating Application-Spray Steel.....	49.39
Foreman.....	\$1.00 above highest Journeyman

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

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

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

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.
2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.
3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

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

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

Craft: PILEDRIVER (Union Rate)

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

Piledriver-Journeyman.....	55.41
Piledriver-Welder.....	56.41
Piledriver-Foreman.....	58.87
Piledriver-General Foreman.....	62.68
Tender.....	58.87
Stand-By Diver.....	59.87
Diver-Diving (Wet Pay).....	98.96

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

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

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

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

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

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

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

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

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

Craft: PLASTERER (Union Rate)

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

SEE AMENDMENT 5

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

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

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

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

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

This includes but is not limited to:

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

Craft: PLUMBER/PIPEFITTER (Union Rate)

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

Plumber/Pipefitter-Journeyman.....	66.95
Plumber/Pipefitter-Foreman.....	71.48
Plumber/Pipefitter-General Foreman.....	76.01

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.....33.64

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.....	71.50
Sheet Metal Worker -Foreman.....	75.71
Sheet Metal Worker -General Foreman.....	79.93

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.....27.08

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).....44.17
Soils and Materials Tester.....44.17

Craft: SURVEYOR (Non-Union Rate)

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

Surveyor.....38.81

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

SEE AMENDMENT 9

Taper-Journeyman.....	53.86
Taper-Foreman.....	57.75

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

ADD PREMIUM PAY

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

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

FINISHER'S WORK:

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

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

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

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

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

TILE LAYERS’ WORK:

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

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

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

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

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

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

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

SEE AMENDMENT 3A

Traffic Barrier Erector.....45.53

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$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.

RECOGNIZED HOLIDAYS

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

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

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

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

Craft: Truck Driver (Non-Union Rate)

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

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

Under 4 yds. (water level).....	28.72
4 yds. & under 8 yds. (water level).....	28.72
8 yds. & under 18 yds. (water level).....	28.72
18 yds. & under 25 yds. (water level)	28.72
25 yds. & under 60 yds. (water level).....	28.72
60 yds. & under 75 yds. (water level)).....	28.72
75 yds. & under 100 yds. (water level)).....	28.72
100 yds. & under 150 yds. (water level)).....	28.72
150 yds. & under 250 yds. (water level)).....	28.72
250 yds. & under 350 yds. (water level)).....	28.72
350 yds. & over (water level).....	28.72

Transit Mix

Under 8 yds.....	28.72
Under 8 yds & including 12 yds.....	28.72
Over 12 yds.....	28.72

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.....	28.72
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Water & Jetting Trucks

Up to 2,500 gallons.....	28.72
Up to 2,500 gallons & over.....	28.72
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).....	28.72
Heavy Duty Transport(Gooseneck low bed).....	28.72
Tiltbed or Flatbed Pull Trailers..	28.72
Bootman, Comb. Bootman & Road Oiler.....	28.72
Flat Rack (2 or 3 axle unit).....	28.72

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit).....	28.72
18,000 lbs. and over	28.72
Warehousemen Spotter	28.72

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	28.72
18,000 lbs. and over.....	28.72
Warehousemen Spotter.....	28.72
Warehouse Clerk.....	28.72
Tire Repairmen.....	28.72
Truck Repairmen.....	28.72
Pick Up Truck & Pilot Cars (Jobsite)	28.72
Pick Up Truck & Pilot Cars (Over the road)	28.72
Truck Oil Greaser.....	28.72
Fuel Truck Driver.....	28.72
Fuel Man & Fuel Island Man.....	28.72
Oil Tanker.....	28.72

Oil Tanker with Pup.....	28.72
Foreman.....	28.72

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 Driller31.29

JOB DESCRIPTIONS

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

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

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

Group 2

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

Group 3

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

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

Group 3A

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

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

Group 4

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

Group 4A

- Foreman

Group 5

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

Group 5A

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

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

Group 6

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

OPERATING ENGINEER, includes but is not limited to:**Group 1**

- Engineer Assistant

Group 1A

- Oiler (Construction)
- Partsman

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

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

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

Group 7

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

Group 8

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

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

Group 9

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

Group 10

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

Group 10A

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

Group 11

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

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

Group 11A

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

Group 11B

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

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

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

Group 2

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

Group 3

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

Group 4

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -PILEDRIIVER

Group 1

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

Group 2

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

Group 3

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

Group 4

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

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
 - Fireman
-

"General Decision Number: NV20230033 04/21/2023

Superseded General Decision Number: NV20220033

State: Nevada

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Lyon County in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023

2 03/10/2023
3 04/21/2023

* ASBE0016-011 02/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 48.26	23.85

ELEC0401-008 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

IRON0118-008 07/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 48.12	25.45

LAB00169-034 10/01/2022

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 30.05	15.02
(3) Mason Tender - Cement/Concrete.....	\$ 30.30	15.02
(4) Pipelayer.....	\$ 30.55	15.02

PAIN0567-017 01/01/2023

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 33.10	14.34
Spray.....	\$ 33.10	14.34

SHEE0026-007 09/01/2021

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT and HVAC Unit Installation Only).....	\$ 37.70	28.06

SUNV2014-005 09/08/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 27.64	9.87
CEMENT MASON/CONCRETE FINISHER...	\$ 30.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 45.02	10.71
OPERATOR: Grader/Blade.....	\$ 37.68	6.04
OPERATOR: Loader.....	\$ 44.95	8.42
PLUMBER.....	\$ 27.48	15.52

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISIO"



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 6, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Salvador Pleitez

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

520-166100, 510-166100, 100-475-730

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to determine the responsiveness of F.W. Carson Company and resolve the bid protest of the award of a construction contract for the Villa Park Water and Sewer Main Replacement Project.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for construction of the Villa Park Water and Sewer main replacement project with F.W. Carson, Co. FW Carson is the apparent low bidder and has the necessary experience to complete the work as outlined in the scope of the project. The bid award has been protested per NRS 338 by Aspen Developers. Aspen has filed a letter of protest indicating that F.W. Carson failed to bring three signed addenda documents and should be considered non-responsive. Council can choose to move forward with the award to FW Carson or disqualify the bid from FW Carson and direct staff to award the contract to Aspen Developers.

RECOMMENDED MOTION:

I move to approve staff to prepare a contract for construction of the Villa Park Water and Sewer Replacement project with F.W. Carson, Co.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve a contract with F.W. Carson, the lowest bidder, and may feel that the lowest bidder committed an infraction by not including the signed Addenda in the bid package and direct staff to award the contract to Aspen Developers.

BACKGROUND:

The Villa Park Sewer, Water and Pavement Replacement project was advertised for bid as required by NRS. Bids were received on October 26, 2023. There were 6 construction companies who submitted bids before the 2:00 pm deadline.

The lowest bidder was determined to be FW Carson Company. The next lowest bidder was Aspen Developers. The bid submittal from FW Carson has been included as an attachment to this staff report.

After opening the bids, the bid submittals, the City's consultant checked to make sure all required forms had been submitted. The Bid Form lists what documents are to be attached. The list is: A) Bid Schedule. B) Statement of Bidders Experience and Financial Qualifications. C) List of Subcontractors. D) Bid Bond. E) NRS 338.0117 Affidavit.

FW Carson included all the listed items. The only item not included were signed addenda that were issued to all the bidders during the open advertisement. Item 7 of the Information for Bidders section indicates that:

"Failure of and Bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents. The bidder shall acknowledge the receipt of all addenda."

FW Carson acknowledged all three addenda as can be seen in the first sentence of the Bid Form.

Addendums are issued during the bid process to clarify any questions or discrepancies, or how items listed in the bid documents will be paid, etc. Three (3) Addenda were issued before the bid date for this project (Enclosed). The addendum has a place for the bidder to acknowledge that he has received the addendum because the addenda become part of the contract documents and we, as the public agency, need to know that all bidders have received the addenda and are bidding on the same items as the rest of the bidders.

Staff agrees that F.W. Carson did not include the signed addenda in their bid submittal. Staff also agrees that the addenda format issued by the City's consultant included directions to sign and return the addenda.

However, given that the City's bid document did not explicitly require them to be submitted and the fact that staff received an email from F W Carson dated October 20, 2023, with 15 bid related questions shows FW Carson was responsive in the bid process.

F.W. Carson, the lowest bidder, failed to include the signed copies of the Addenda in the bid package, however, they acknowledged all three addenda in the bid form and have since submitted the three signed addenda.

Aspen Developers, Bidder # 2, contends that by not submitting the signed Addenda, the bidder was non-responsive, and therefore, should be disqualified, and the contract awarded to them.

Council can choose to direct staff to award a contract to F.W. Carson or they can direct staff to deem the lowest bidder as non-responsive and direct staff to award a contract to Aspen Developers.

RELEVANT LAWS, STATUTES, AND REGULATIONS:**NRS 338 - Public Works**

Per Nevada Revised Statutes 338, a bidder has five days from the recommendation to award to file a formal protest with an agency. The protest puts a stay on the bid and the agency shall investigate the protest and set the item before City Council for final direction. Aspen Developers has filed a protest within the time-frame required and the item before City Council is the result of the investigation.

FINANCIAL IMPLICATIONS:

The project is currently budgeted in the water (1,200,000) and sewer (800,000) enterprise funds and the streets committed fund the general fund (1,280,000) for a total budget of \$3,280,000.

If Council awards the contract to FW Carson, the total financial impact will be \$2,988,447.10.

Council decision to go with the second bidder will increase the project by an additional \$153,352.90.

ATTACHMENTS:

1. Bid Opening Form
2. FW Carson Co Bid Submittal
3. Aspen developers_Ltr Protest 20231103
4. 2023-10-23 Addendum 1 21-349.3A City of Fernley Villa Park
5. 2023-10-24 Addendum 2 21-349.3A City of Fernley Villa Park
6. 2023-10-24 Addendum 3 21-349.3A City of Fernley Villa Park

BID OPENING FORM
City of Fernley
Villa Park Sewer Pavement, Sewer, Storm, & Water Replacement Project
Project No. 21-349.3A

Bid Opening Date: Thursday, October 26, 2023

Bid Opening Time: 2:00 p.m.

No	Contractor Company Name	Total Bid	Bid Form	Bid Schedule	Experience/Qualifications	List of Subs	Bid Bond	NRS 338.017 Affidavit	Addendum No. 1	Addendum No. 2	Addendum No. 3	Preliminary Ranking (Based on Cost)
1	JR Civil LLC	4044031.70	✓	✓	✓	✓	✓	✓	✓	✓	✓	6
2	Fair Construction	3445991.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	5
3	F.W. Carson Co.	2988447.10	✓	✓	✓	✓	✓	✓				1
4	GNC	3171007	✓	✓	✓	✓	✓	✓	✓	✓	✓	3
5	Q & D	3454000	✓	✓	✓	✓	✓	✓	✓	✓	✓	4
6	Kasper, Doug	3142,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	2
7												
8												
9												
10												

Bid Form

Proposal To
CITY OF FERNLEY
— for the —
CITY OF FERNLEY
VILLA PARK PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

Public Works Project Identifying Number **LY-2024-027**

Name of Bidder:	F.W. Carson Co.		
Business Address:	1064 Tahoe Blvd. Incline Village, NV 89451		
Phone No.	775-831-5008	Fax No.:	775-831-5068
E-mail Address:	office@fwcarsonco.com		

TO: City of Fernley:

Pursuant to and in compliance with your notice inviting sealed proposals (bids) and the other documents relating thereto, including Addenda No. 1 to 3, the undersigned Bidder, having familiarized himself with the terms of the contract document, local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanship like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, on file in the office of the OWNER for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that his proposal is made without collusion with any persons, firms, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract and that he will accept in full payment thereof the following prices, according to the attached Bid Schedule.

The following documents are attached to and made a condition of this Bid:

- A. Bid Schedule ✓
- B. Statement of Bidder's Experience and Financial Qualifications ✓
- C. List of Subcontractors ✓
- D. Bid Bond ✓
- E. NRS 338.0117 Affidavit ✓

Bid Form: Bid Schedule

City of Fernley Villa Park Pavement, Sewer, Storm, & Water Replacement

The following completed Bid Schedule represents the CONTRACTOR's proposal for the cost of project improvements as described by the Project Improvement Plans and Contract Documents.

Bid Form: [REVISED 3] Bid Schedule

City of Fernley Villa Park Pavement, Sewer, Storm, & Water Replacement

The following completed Bid Schedule represents the CONTRACTOR's proposal for the cost of project improvements as described by the Project Improvement Plans and Contract Documents.

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$72,800.00	\$72,800.00
2	Earthwork	3,317	CY	\$154.00	\$510,818.00
3	Traffic Control	1	EA	\$115,800.00	\$115,800.00
4	Notification of Residents ¹	1	LS	\$9,000.00	\$9,000.00
5	Sawcut – AC Paving	427	LF	\$3.90	\$1,665.30
6	Temporary Erosion Control	1	LS	\$11,500.00	\$11,500.00
7	Demolition 48" SS Manhole	8	EA	\$4,100.00	\$32,800.00
8	Demolition & Disposal 8" ACP Sewer	1	LS	\$25,300.00	\$25,300.00
9	New 48" SS Manhole Installation	8	EA	\$11,200.00	\$89,600.00
10	8" SDR35 PVC w/ fittings, trench, and backfill	1,580	LF	\$170.00	\$268,600.00
11	Bypass Pumping w/ Temporary Connections ²	1	LS	\$50,000.00	\$50,000.00
12	Reconnection of Sewer Laterals ²	1	LS	\$49,400.00	\$49,400.00
13	Abandon 12" ACP Water	1	LS	\$5,800.00	\$5,800.00
14	Abandon 6" ACP Water	1	LS	\$3,100.00	\$3,100.00
15	12" C900 PVC w/ fittings, trench, and backfill	1,152	LF	\$214.00	\$246,528.00
16	6" C900 PVC w/ fittings, trench, and backfill	1,580	LF	\$119.00	\$188,020.00
17	1" Water Meter & Meter Box	42	EA	\$2,700.00	\$113,400.00
18	1" Water Service	42	EA	\$3,200.00	\$134,400.00
19	Gate Valve w/ valve box	15	EA	\$5,100.00	\$76,500.00
20	Air Release Valve w/ valve box	3	EA	\$8,400.00	\$25,200.00
21	Permanent Flush Valve Assembly	1	EA	\$10,300.00	\$10,300.00
22	New line in service (w/ testing & disinfecting)	1	LS	\$10,800.00	\$10,800.00
23	8" Type 2, Class B, Aggregate Base	97,696	SF	\$2.40	\$234,470.40
24	3" AC Paving	97,696	SF	\$3.20	\$312,627.20
25	Reconnect Sanitary Sewer Lateral & Sanitary Sewer Clean Out Replacement	8	EA	\$3,100.00	\$24,800.00

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
26	P.C.C. Valley Gutter	3,527	SF	\$ 21.00	\$ 74,067.00
27	Curb & Gutter	104	LF	\$ 61.00	\$ 6,344.00
28	Storm Drain Curb Inlet	2	EA	\$ 5,100.00	\$ 10,200.00
29	Storm Drain Manhole	2	EA	\$ 13,400.00	\$ 26,800.00
30	18" HDPE Storm Drain Pipe	112	LF	\$ 215.00	\$ 24,080.00
31	18" Flared End Section	1	EA	\$ 1,700.00	\$ 1,700.00
32	12" CMP Storm Drain Pipe	137	LF	\$ 125.00	\$ 17,125.00
33	12" Flared End Section	1	EA	\$ 1,200.00	\$ 1,200.00
34	Farm District Road Trenching	203	CY	\$ 63.00	\$ 12,789.00
35	Retention Basin Earthwork	393	CY	\$ 94.00	\$ 36,942.00
36	12" Median Dia. Rip-Rap	1	LS	\$ 4,400.00	\$ 4,400.00
37	Farm District Road 6" Pavement Patch	535	SF	\$ 18.00	\$ 9,630.00
38	Farm District Road 2" Mill & Overlay	1,211	SF	\$ 9.20	\$ 11,141.20
39	Striping	1	LS	\$ 7,300.00	\$ 7,300.00
40	Guard Rail Removal & Replacement	1	LS	\$ 5,700.00	\$ 5,700.00
41	Cold Patch	1	LS	\$ 116,000.00	\$ 116,000.00
TOTAL BASE BID:					\$ 2,988,647.10

¹ Notification of residents assumes Contractor coordination with City, signage, & mailings to residents.

² Bypass pumping & reconnection of sewer laterals to be coordinated between Contractor & City.

**Total for
schedule
in words:**

Two Million Nine Hundred Eighty Eight Thousand Six Hundred Forty Seven Dollars and Ten Cents

Two Million Nine Hundred Eighty Eight Thousand Six Hundred Forty Seven Dollars

Dollars

And ten

Cents

– End of Schedule –

NOTE: Please indicate if you are requesting bidding preference and have attached your certificate of eligibility and Affidavit to receive bidding preference.

YES ☒ NO ☐

NOTE: CONTRACTOR certifies that all work for this project will comply with the Nevada Labor Commissioner Apprenticeship Utilization Act.

INITIAL AC



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-03-01-02-0240**

F W CARSON CO (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0044726** ORIGINAL ISSUE DATE: **07/01/1997** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2023** AND EXPIRES ON **JULY 31, 2024**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR **DATE**
FOR MARGI A. GREIN, EXECUTIVE OFFICER **7.26.2023**

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

see attached

STATEMENT OF BIDDER'S EXPERIENCE AND FINANCIAL QUALIFICATIONS
RELATED PROJECTS COMPLETED IN PAST FIVE YEARS

Name, Location and Description of Project OWNER	Design ENGINEER	Date Completed	Contract Price	Reference/Contact Include Address & Phone



GENERAL ENGINEERING CONTRACTORS

Reference – Current and Completed Major Projects

2016-2023

Public Safety Center – Public Sector

911 Kuenzli St. Reno, NV – Jenn McQuarrie (775)870-2542

Project Manager: Kyle LaFave

Superintendent: Carl Walker Foreman: Rigo Barajas

Scope: Demo, Earthwork, Utilities, Paving

Current Contract \$3,222,220.00

Projected Start Date: February 2023, (weather permitting) Projected completion: September 2023

Minden Stormwater Decant Facility – Public Sector

1120 Airport Rd. Minden, NV 89423 – Courtney Walker (775)782-6215

Project Manager: Skye Colling

Superintendent: Carl Walker Foremen: Armando Orozco, Manuel Quezada

Scope: Site Work, Utilities, Grading, Concrete, Paving

Current Contract \$383,318.00

Projected Start Date: February 2023, (weather permitting) Projected completion: April 2023

RACC Downtown Sidewalks – Public Sector

200 N. Stewart St. Carson City, NV – Jeff Freeman (775)283-7094

Project Manager: Matt Mangalin

Superintendent: Carl Walker Foreman: Chris Hamlin

Scope: Concrete and asphalt demo, grading, utilities, concrete, paving

Current Contract \$358,513.00

Start Date: 11/1/22 Estimated Completion: February 2023 (weather permitting)

Incline Village Community Hospital – Public Sector

880 Alder Dr. Incline Village, NV 89451 – Dylan Crosby (775)737-8558

Project Manager: Andy Good/Troy Carson

Superintendent: Carl Walker / Foreman: Chris Hamlin

Scope: Site Improvements for a new parking lot, landscaping, irrigation and planting.

Current Contract \$749,949.00

Start Date: 6/20/22 Substantial Completion: 10/31/22



GENERAL ENGINEERING CONTRACTORS

Oak Angle, LLC (Lumberyard) – Private Sector

1054 Tahoe Blvd. Incline Village, NV 89451

Sub to RJ Dailey : Aaron Ackerman - (831) 809-4922

Project Manager: Skye Colling / Project Foreman: Richard Cox

Superintendent: Carl Walker

Scope: Demolition, grading, utilities, excavation, paving, BMPs, rock retaining wall, shoring

Current Contract \$2,141,073.00

Start Date: 5/13/22 (pause for winter 10/15/22-5/1/22) Estimated Finish Date: October 2023

Indigo Violet / Oak Angle, LLC – Private Sector

949 Lakeshore Blvd., Incline Village, NV 89451

Sub to RJ Dailey : Aaron Ackerman - (831) 809-4922

Project Manager: Matt Mangalin / Superintendent: Carl Walker

Scope: Building demolition, excavation, shoring, structural excavation, BMPs

Current Contract \$1,593,520.00 Start Date: 4/13/22 Projected Completion: August 2023

Valley Road Multi-Family – Private Sector

0 Valley Road Reno, NV 89512

Sub to Plenum Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foremen: Chris Hamlin, Rigo Barajas

Superintendent: Carl Walker

Scope: Temp BMP's, demolition, earthwork, structural excavation, base & vapor barrier under the SOG, underground utilities, base under site concrete & asphalt, and asphalt paving.

Current Contract \$2,228,836.00 Start Date 3/1/22 Projected Completion: April 2023 weather permitting

Lake Tahoe Community College Remodel - Efficiency / Science Modernization – Private Sector

One College Drive South Lake Tahoe, CA

Sub to Bobo Construction: Chris Bobo (916) 383-7777

Project Manager: Matt Mangalin / Foreman: Chris Hamlin

Superintendent: Carl Walker

Scope: Temp BMP's, demolition, earthwork, excavation for site walls, base under concrete & asphalt and asphalt paving.

Current Contract: \$1,130,816.00 Start Date: 4/25/2022 Projected Completion: July 2023



GENERAL ENGINEERING CONTRACTORS

Alpine Meadows Mid Station – Private Sector

Owner: Palisades Tahoe (formerly Squaw Valley-Alpine Meadows)

1960 Squaw Valley Rd., Olympic Valley, CA 96146

Subcontractor to Plenum Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foreman: Rigo Barajas

Superintendent: Carl Walker

Scope: Temp BMP's, tree stump removal, earthwork, underground utilities, base under the slab on grade, permanent BMP's and rock excavation

Final Contract: \$1,918,451.00 Start Date: 7/23/21 Projected Completion: September 2023

Squaw Valley Base Station – Private Sector

Owner: Palisades Tahoe (formerly Squaw Valley-Alpine Meadows)

1960 Squaw Valley Rd., Olympic Valley, CA 96146

Subcontractor to Plenum Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foreman: Rigo Barajas

Superintendent: Carl Walker

Scope: Temp. BMP's, earthwork, underground utilities, retaining wall excavation, base under the site concrete & pavers, base under the asphalt paving, asphalt paving & drip lines

Final Contract: \$1,936,115.50 Start Date: 8/9/21 Projected Completion: September 2023

Lake Tahoe Schools Gate & Fence Replacement Project – Private Sector

Owner: Lake Tahoe School Point of Contact : Bob Graves (775)548-6182

995 Tahoe Blvd., Incline Village, NV

Project Manager: Matt Mangalin / Project Foreman: Carl Walker

Scope: Temp BMP's, demolition, structural excavation, concrete sidewalk & curb, automatic gate & fence and asphalt paving and striping

Current Contract \$727,544.53 Start Date: 5/1/22 Projected Completion: February 2023 (weather permitting)

Mountain Golf Course Cart Path Improvements – Public Sector

Owner: Incline Village General Improvement District

893 Southwood Blvd. Incline Village, NV 89451

Project Manager – Troy Carson / Project Foreman: Rodney Murray

Scope: Reconstruction of an existing asphalt cart path.

Final Contract: \$414,918.00 Start Date: 9/21/21 Finish Date: 11/3/21



GENERAL ENGINEERING CONTRACTORS

Legacy Trail – Brockway Road Multi-Use Trail Connector – Public Sector

Owner: Town of Truckee, CA – Point of Contact: Jessica Thompson – (530)582-2938

10183 Truckee Airport Road Truckee, CA 96161

Project Manager: Kaveh Mansoor / Project Foreman: Chris Hamlin / Super: Doug Whipple

Scope: Construction of an asphalt paved multi-use trail including grading, storm drain improvements, rock & concrete retaining walls, sidewalks, railings and striping & signage

Final Contract \$ 2,370,784.14 Start Date: 6/7/21 Finish Date: 11/4/21

Mammoth Elementary School Addition/Modernization - Public Sector

Owner: Mammoth Unified School District

1500 Meridian Blvd. Mammoth Lakes, CA 93546

Subcontractor to SierraCon – Josh Merkow jmerkow@sierracon.biz (530) 307-8898

Project Manager: Andy Good / Project Foremen: Chris Hamlin, Rodney Murray & Rigo Barajas

Superintendent: Troy Carson

Scope: Earthwork for a new addition, including site utilities, base & paving

Final Contract \$ 2,122,219.00 Start Date: 5/19/20 Finish Date: Substantial Completion 8/31/21

Mammoth Middle School Classroom Addition – Public Sector

Owner: Mammoth Unified School District

1600 Meridian Blvd. Mammoth Lakes, CA 93546

Subcontractor to SierraCon – Bridgette Toy btov@sierracon.biz (650) 576-1114

Project Manager: Andy Good / Project Foremen: Rodney Murray & Rigo Barajas

Superintendent: Troy Carson

Scope: BMP's, site demolition, excavation / backfill, aggregate base, vapor barrier, underground utilities and asphalt paving & base

Final Contract \$293,444.00 Start Date: 6/21/21 Finish Date: Substantial Completion 8/31/21

Fleur du Lac Waterline Repair – Private Sector

Owner: Fleur du Lac – Point of Contact: John Jackson (775) 690-7789

4000 West Lake Blvd., Homewood, CA

Project Manager: Matt Mangalin, Todd Carson / Project Foreman: Sam Hall

Superintendent: Troy Carson

Scope: Water line replacement for (6) units including horizontal boring for (3)

Final Contract \$ 99,729.50 Start Date: 4/28/21 Finish Date: 5/18/21



GENERAL ENGINEERING CONTRACTORS

Nevada SR-88 Box Culvert Project – Public Sector

Owner: Douglas County Public Works

P.O. Box 218 Minden, NV 89423

Contact: Reid Kaiser, P.E., Transportation Manager (775) 337-4704 / (775) 229-5509 reid.kaiser@hdrinc.com

Project Manager: Kyle LaFave / Traffic Control Construction Manager: Matt Mangalin

Project Foremen: Chris Hamlin, Rigo Barajas, Rodney Murray

Construction Manager: Doug Whipple / Superintendant: Troy Carson

Scope: Installation of 4 cell 14' x 6' x 76' precast box culvert, construction of a new flow channel, utility relocation, headwall construction, dewatering, 165 feet of pavement repair, grading, paving, SWPPPs, traffic control

Final Contract \$1,006,770.44

Start Date: 4/5/21

Finish Date: 6/4/21

580 Edgewood Pump House

Owner: The Cherif A. Bondjakdji Trust

580 Edgewood Dr. Stateline, NV 89449

Sub to Covenant Builders – Scott Hamann – covenantbuilders1@hotmail.com – (775) 741-1892

Project Manager/Superintendant: Troy Carson / Project Foreman: Sean Quinn

Scope: Temp BMP's, tree removal, grading, partial utilities, base under the curb & gutter, curb & gutter, gravel cap and rock walls

Final Contract \$343,003

Start Date: 4/27/21

Finish Date: 6/29/21

Hyatt Regency Lake Tahoe Outdoor Grill Project – Private Sector

Owner: Hyatt Equities

Owner: Hyatt Equities

998 Lakeshore Blvd. Incline Village, NV

Sub to SierraCon - Josh Merkow jmerkow@sierracon.biz (530) 307-8898

Project Manager: Andy Good / Project Foreman: Rigo Barajas / Superintendant: Troy Carson

Scope: Demolition, earthwork, underground utilities, structural excavation and base prep

Final Contract \$531,757.00

Start Date: 4/26/21 (no work in winter) Finish Date: 5/31/22



GENERAL ENGINEERING CONTRACTORS

Hyatt Regency Lake Tahoe – Electrical Trench & Backfill / Lone Eagle & Cottages BMP Retrofit

Private Sector

Owner: Hyatt Equities

998 Lakeshore Blvd. Incline Village, NV

Sub to SierraCon - Josh Merkow - jmerkow@sierracon.biz (530) 307-8898

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Electrical excavation and backfill

Final Contract \$719,884.00

Start Date: 5/10/19 Finish Date: 10/31/19

Squaw Creek Townhomes – Phase 2A Infrastructure - Private Sector

Owner: Squaw Creek Associates, LLC.

400 Squaw Creek Road Olympic Valley, CA

Contact person: Kaveh Mansoor - kaveh@spectrum-cm.com – (530) 386-6349

Project Managers: Andy Good/Kyle LaFave Project Foreman: Rigoberto Barajas

Superintendent: Troy Carson

Scope: Realigning the service road for future townhomes including pavement removal, water, sewer, electrical & communication facilities, storm drain, temporary BMPs, concrete headwall, site grading, rockery wall, concrete curb, asphalt paving, striping, site restoration and temporary erosion control

Final Contract \$3,461,636.00

Start Date: 5/14/19 Finish Date: 5/2020

580 Edgewood Dr. Phase 1 - Caretakers Quarters - Private Sector

Owner: The Cherif A. Bondjadjji Trust

580 Edgewood Dr. Stateline, NV

Sub to Clark & Sullivan – Jarrett Rosenau – jarrett@clarksullivan.com – (775) 355-8500

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Install underground booster pump, fire service connection, PI & FDC, asphalt paving at the Caretaker's Quarters and from Sta.0+00 – 6+92 and grading at the USFS road

Final Contract \$309,945.00

Start Date: 6/7/19 Finish Date: 11/16/19

The Bidder's attention is directed to Article 17 of the Information for Bidders regarding requirements for listing subcontractors. 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 and one (1%) 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. Prime contractor shall list all work to be self-performed.

List of Subcontractors

Division of Work or Trade	Firm or Contractor	% of Contract Responsible for	License Number	Location of Mill or Office	Phone/Fax
All work not otherwise specified herein as required by NRS 338.141	F.W. Carson Co.	98.1%	0044726	1064 Tahoe Blvd Incline Village, NV 89451	775-831-5008 775-831-5068
concrete	Morgan Construction	1.9%	48012B	1340 Panther Dr. Reno, NV 89506	775-355-0251

Certified By: 

ACCOMPANYING THE PROPOSAL IS: \$ Bidders Bond
(Insert the words "cash", "Bidder's Bond", or "certified check", as the case may be, in an amount equal to at least five (5%) percent of the total of the bid) payable to the **City of Fernley**.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the OWNER as liquidated damages in case this proposal is accepted by the OWNER, and the undersigned fails to execute a contract with the OWNER as specified in the contract documents accompanied by the required bonds and certificate of insurance coverage. Should the OWNER be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay OWNER's reasonable attorney's fees incurred with or without suit.

The Bidder agrees that he will not withdraw his bid for a period of 30 days after the time set for the opening thereof.

The names of all persons interested in the foregoing proposals as Principals are as follows:

(IMPORTANT NOTICE - If Bidder or other interested person is a corporation, state legal name of corporation; also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

Barbara Carson, President/Secretary/Treasurer
(Name and Title)

Troy Carson, Vice President
(Name and Title)

Rian Carson, Vice President
(Name and Title)

(Name and Title)

1064 Tahoe Blvd. Incline Village, NV 89451
(Address)

Dated: October 26th, 2023

F.W. Carson Co.
(Bidder)

(SEAL) If Bidder is a corporation,

By: 

Title: Vice President

Phone: 530-214-6273

E-mail: troy@fwcarsonco.com

Corporation organized under the laws of the State of: Nevada

Nevada Contractor's License Number: 0044726

Class: A Gen. Eng.

Expiration Date: 07/31/2024

Licensing Limit: unlimited

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts in behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contract in behalf of the co-partnership, and if the Bidder is an individual, his signature shall be placed above; if a special partnership, the names of the general partners and special partners.

Bid Form: Bid Bond

City of Fernley

Villa Park Pavement, Sewer, Storm, & Water Replacement

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

BIDDER (Name and Address):

F. W. Carson Co.
1064 Tahoe Blvd.
Incline Village, NV 89451

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

City of Fernley
595 Silver Lace Blvd.,
Fernley, NV 89408

BID

Bid Due Date: October 26, 2023

Description (Project Name and Include Location):

Villa Park Pavement, Sewer, Storm & Water Replacement Project in Fernley, CA

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): October 16, 2023

Penal sum Five Percent of Total Amount Bid \$ 5% of Bid
(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

F. W. Carson Co. (Seal)

Bidder's Name and Corporate Seal

By:

[Signature]
Signature

Troy Carson

Print Name

Vice President

Title

Attest:

[Signature]
Signature

Project Administrator

Title

SURETY

The Ohio Casualty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

Alexis Estrada

Print Name

Attorney-In-Fact

Title

Attest:

[Signature]
Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery 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 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 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.

ACKNOWLEDGMENT

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

State of California
County of Placer

On October 16, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210343 - 977442

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alexis Estrada, Dona Lisa Buschmann, Edward D. Johnson, J. Buschmann, Julie A. Shiroma, K. Hanley, Kathy Rangel, Maggie Bender-Johnson, Robert D. Laux

all of the city of Roseville state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

AFFIDAVIT CERTIFYING COMPLIANCE WITH NRS 338.0117

State of Nevada)

County of Washoe)

I, Troy Carson

do hereby swear under penalty of perjury that the assertions of this affidavit are true.

1. I am an agent for the CONTRACTOR duly authorized to sign documents binding the CONTRACTOR to the provisions herein.
2. I hereby certify that for the duration of the project ("Villa Park Pavement, Sewer, & Water Replacement") the following conditions will be adhered to in order to obtain bidder's preference on the project.
 - a. A least fifty (50%) percent of the workers employed on the public work, including, without limitation, and employees of the CONTRACTOR, applicant, or design-build team and of any subcontractor engaged on the public work, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles of the State of Nevada;
 - b. All vehicles used primarily for the public work will be:
 - i. Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or
 - ii. Registered in the State of Nevada;
 - c. The CONTRACTOR, applicant, or design-build team and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada his/her records concerning payroll relating to the public work.
3. I hereby certify that I understand the penalties set forth in NRS 338.0117 for failure to adhere to the requirements of NRS 338.0117 and that said penalties are incorporated within the agreement with the City of Fernley if awarded the project and receiving preference in bidding.

Dated this 26 day of October, 2023.

Affiant's Signature



Affiant's printed name Troy Carson

Company/Contractor F.W. Carson Co.

Street Address 700 Gaslight Ln

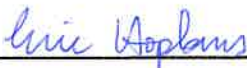
City, State, ZIP Reno, NV 89512

Telephone Number (775) 470-7787

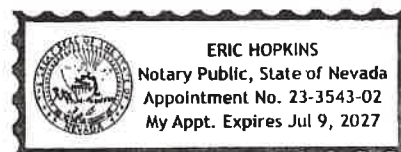
Subscribed and sworn to before me

This 26 day of October, 2023

Notary Public Signature



Notary Stamp



STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
F W CARSON CO

Licensed since July 01, 1997

License No. **0044726**

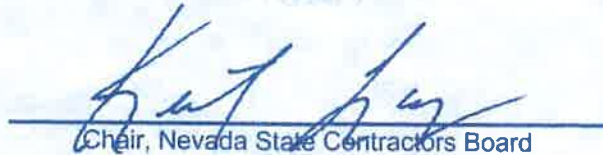
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

BARBARA CARSON, President, QI
TROY CARSON, Vice President, QI
RIAN CARSON, Vice President, QI

A General Engineering

LIMIT: Unlimited
EXPIRES: 07/31/2024


Chair, Nevada State Contractors Board



STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

F W CARSON CO
1064 TAHOE BLVD
INCLINE VILLAGE, NV 89451

LIC. NO.
0044726

EXPIRES:
07/31/2024

LIMIT: Unlimited

Class: A

STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

F W CARSON CO
1064 TAHOE BLVD
INCLINE VILLAGE, NV 89451



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services LLC 1000 E. William Street Suite 119 Carson City NV 89701	CONTACT NAME: Katherine Rossi PHONE (A/C, No, Ext): (775) 996-6000 E-MAIL ADDRESS: katie.rossi@lpins.net FAX (A/C, No):
INSURED FW Carson Company, FW Carson Trucking Co, Carson Equipment Corporation, C-4 1064 Tahoe Blvd Incline Village NV 89451	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: Continental Insurance Company INSURER C: Indian Harbor Ins. Co INSURER D: INSURER E: INSURER F:
	NAIC # 20508 35289 36940

COVERAGES

CERTIFICATE NUMBER: 23/24 - All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			7034201684	8/23/2023	8/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			7034201698	8/23/2023	8/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7034201703	8/23/2023	8/23/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equipment			7034201684	8/23/2023	8/23/2024	Limit / Deductible \$150,000/\$1,000
C	Pollution Liability			PEC005908202	5/18/2023	5/18/2024	Aggregate/Each Limit \$2MIL / \$1MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project / Additional Interest Name(s):

See Attached Additional Comments/Remarks page for information regarding additional coverage terms and Additional Insured status.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Katherine Rossi/KATIE 

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COMMENTS/REMARKS

Continued from Description of Operations Section:

NAMED INSURED: FW CARSON COMPANY, FW CARSON TRUCKING CO, CARSON EQUIPMENT CORPORATION
When Named Insureds operations are performed for Certificate Holder and/or entities listed
in Description of Operations on the Acord 25 form pursuant to a valid written contract or
agreement executed by Named Insured prior to loss, in accordance with the noted
policy(ies): Additional Insured Status is determined by attached GL Form CNA774705XX
(1-15) and CNA75079XX (10-16), Auto Form CA 20 01 11/20 and CNA63359XX 04/12, Pollution
From EVPCPocCP 0618; Waiver of Subrogation Status is determined by GL Form CNA74705XX
01/15, Auto Form CNA63359XX 04/12; Primary and Non-Contributory Status is determined by GL
Form CNA74705XX 01/15, Auto Form CNA63359XX 04/12, and Pollution From EVPCPocCP 0618.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

F. W. CARSON CO.

Nevada Business Identification # NV19911013904

Expiration Date: 02/29/2024

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/28/2023.



A handwritten signature in black ink, reading "FV Aguilar".

Certificate Number: B202302283430534

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

FRANCISCO V. AGUILAR
Secretary of State

LAXALT LAW GROUP, LTD.
Attorneys at Law

Jason W. Peak
(775) 322-1170 Tel.
(775) 322-1865 Fax
jpeak@laxalt-nomura.com

November 3, 2023

Via Hand Delivery

Mr. Salvador Pleitez, P.E., M.B.A.
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

RE: Villa Park Pavement, Storm and Water Replacement Project

Mr. Pleitez,

Our firm has been retained to represent Aspen Developers Corporation in relation to the bid process for the Villa Park Pavement, Storm and Water Replacement Project in Fernley, Nevada. Please accept this correspondence as Aspen Developers' timely Notice of Protest pursuant to NRS 338.142(1) to the awarding of the contract to FW Carson per the letter dated October 30, 2023, from Mr. Presley Cochran, P.E.

As you know, the City of Fernley requested all interested contractors to submit bids for delivery by no later than 2 p.m. on October 26, 2023, to be considered. The *Information for Bidders* provided to the contractors clearly stated that "[T]he Bidder shall acknowledge the receipt of all addenda" and that all addenda issued shall become a part of the contract. *See* Section 7. Attached to this letter as *Exhibit "1"* is a true and accurate copy of the Bid Opening Form which demonstrates that the issued addenda for Addendums 1, 2 and 3 were omitted from FW Carson's bid packet.

The Nevada Supreme Court has held that the purpose of bidding is to secure competition, to save public funds, and to guard against favoritism, improvidence and corruption. *Gulf Oil Corp. v. Clark County*, 94 Nev. 116, 118, 575 P.2d 1332, 1333 (1978). NRS 338.143(4) provides that the local government or its authorized representative **shall** award a contract to the lowest **responsive** and responsible bidder. In addition, the local government accepting bids for an open bidding project may reject the bid if it is determined that the bidder **is not responsive** or responsible. NRS 338.143(5)(a).

Based upon the information provided by Mr. Cochran, the bid offered by FW Carson noticeably failed to include the three issued addenda which by City of Fernley's own terms are to be considered a part of the contract. *See Information for Bidders, supra*. Furthermore, each Addendum clearly stated "[T]HIS ADDENDUM SHALL BE SIGNED AND ATTACHED TO THE BID PROPOSAL SUBMITTED BY THE BIDDER" at the end of each Addendum. The

LAXALT LAW GROUP, LTD.

Attorneys at law

Mr. Salvador Pleitez

City of Fernley

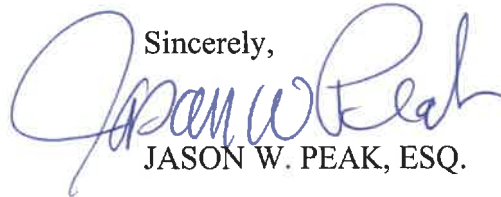
Page 2

failure by FW Carson to include the issued addenda leaves the City of Fernley in no position other than to reject it; otherwise, the City of Fernley is subjectively selecting bids without all information *required* by the bidders which undermines the true spirit of the NRS Chapter 338 open bidding process.

Based upon the foregoing, Aspen Developers respectfully protests the award of the contract to FW Carson, requests that the City of Fernley reject the FW Carson bid for failing to acknowledge Addendums 1, 2 and 3, and award the contract to the next lowest and complete bid, which is Aspen Developers.

Thank you, and please let me know if you have any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason W. Peak".

JASON W. PEAK, ESQ.

JWP/dp

Encl. as stated

EXHIBIT “1”

EXHIBIT “1”

BID OPENING FORM

City of Ferndale
Villa Park Sewer Pavement, Sewer, Storm, & Water Replacement Project
Project No. 21-349.3A

Bid Opening Date: Thursday, October 26, 2023

Bid Opening Time: 2:00 p.m.

No	Contractor Company Name	Total Bid	Bid Form	Bid Schedule	Experience/Qualifications	List of Subs	Bid Bond	NRS 338.0117 Affidavit	Addendum No. 1	Addendum No. 2	Addendum No. 3	Preliminary Ranking (Based on Cost)
1	JK CIVIL LLC	4044031.70	✓	✓	✓	✓	✓	✓	✓	✓	✓	6
2	Fair Construction	3045991.00	✓	✓	✓	✓	✓	✓	✓	✓	✓	5
3	FID CARSON CO.	2988447.15	✓	✓	✓	✓	✓	✓				1
4	SNIC	3171007	✓	✓	✓	✓	✓	✓	✓	✓	✓	3
5	Q&D	3054000	✓	✓	✓	✓	✓	✓	✓	✓	✓	4
6	Aspen. Devt.	3142,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	2
7												
8												
9												
10												



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Resource & Environmental Services

www.rci-nv.com

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Addendum #1

To the Contract Documents & Plans
City of Fernley

Villa Park Pavement, Sewer, Storm, & Water Replacement Project

Issued: October 23, 2023
To: All Plan Holders
From: Presley Cochran, P.E., Resource Concepts, Inc.
Cc: Salvador Pleitez, P.E., MBA, City of Fernley
Joe Cacioppo, P.E., Resource Concepts, Inc.

CLARIFICATIONS:

1. **Bid Submittals** – Bid submittals are required to be submitted in person or via mail to the City of Fernley. No electronic submittals will be accepted.
2. **Davis Bacon Wages** – ARPA funding has been removed from this project, and Davis Bacon Wages do not need to be paid on this project.
3. **Project Timeline** – The City of Fernley will extend the project timeline from 90-day completion to 120-day completion.
4. **Existing Sewer Laterals** – Sewer service lateral locations in the project area are approximate. Sewer lateral locations could not be confirmed at the time of the site survey. Existing sewer laterals that are PVC and not damaged are to remain. Asbestos laterals or laterals of materials other than PVC shall be replaced with new clean outs installed. Contractor to verify all lateral locations and provide the City of Fernley with a replacement count in advance of replacement. Eight (8) lateral and clean out replacements are assumed for bidding purposes. Should more than the 8 assumed sewer laterals need to be replaced, the quantity will be approved in advance by the City of Fernley and paid according to the successful contractor's unit price for this item. Contractor responsible for coordination of lateral replacement with individual homeowners and the City of Fernley.
5. **Earthwork** – Bid Item 2 is for the earthwork required for the pavement replacement. Bid Item 34 is for the earthwork required across Farm District Road for the proposed retention basin.
6. **Geotechnical Report** – RCI performed a limited geotechnical investigation on Villa Way and Randon Court for the purpose of recommending a pavement section. No additional geotechnical investigation is expressed or implied. The contractor shall address any questions related to encountered field conditions to the field engineer. Limited Geotechnical Investigation is attached to the addendum for reference.
7. **Sewer Lateral Replacement** – Only replacing necessary laterals on the proposed new sewer main. No sewer lateral replacement is required on sewer mains not being replaced.
8. **Drain Rock as bedding material** – Drain rock is not to be used as bedding material for piping. Use Class A Bedding as detail 60: Typical Improved Road Trench Section on Sheet C13 specifies.

ADDENDUM #1

City of Fernley – Villa Park Pavement, Sewer, Storm & Water Replacement Project

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9. **Native Material as backfill** – No native material shall be used as backfill. Use Class 'E' Backfill as Detail 60: Typical Improved Roach Trench Section on Sheet C13 specifies.
10. **Farm District Road working hours** – To be determined by NDOT permit currently under review.
11. **Fire Hydrants** – No new fire hydrants are included in this project. Existing hydrants are to be tied into the new proposed water main. The costs for these tie ins should be included in Bid Items 15 & 16, depending on where they are located in the development.
12. **Compaction Testing** – The City of Fernley will perform the compaction testing for this project.
13. **Surveying** – Contractor responsible for any surveying related to the project.
14. **Chlorination from water main** – Discharge water from chlorinating the water main can be flushed into the sewer main.
15. **Water Samples** – The City of Fernley will take water samples for the required laboratory testing.
16. **Sewer Marking** – The City of Fernley will mark sewer mains. The contractor is responsible for locating the sewer laterals. Contractor can televise sewer mains to locate sewer lateral locations.
17. **Curb & Gutter** – If Curb & Gutter is going to be damaged due to lateral replacement; contractor is to confirm curb & gutter removal with the City of Fernley prior to removal. This will be paid for separately, but based on the unit price submitted for bid item 27.
18. **Staging** – Staging will occur at the north side of the park (east of Farm District Road) adjacent to the Villa Park subdivision.
19. **Asphalt Schedule** – The City of Fernley understands that due to weather conditions, asphalt plants might not be open during the 120-day construction window. The City of Fernley will issue a change order to include the time extension for paving to be completed once the asphalt plants are re-opened in the spring. A temporary cold path will be required for the winter for all patching due to utility work.
20. **Sewer Air Testing** – Newly installed sewer mains will not be required to be air tested.
21. **SWPPP/CGP** – Contractor will be responsible for SWPPP/CGP preparation and adherence.
22. **Farm District Road Trenching** – shall be a standard sawcut and patch per Detail 60: Typical Improved Roach Trench Section on Sheet C13, unless otherwise dictated by NDOT ROW Encroachment Permit Terms and Conditions.
23. **Farm District Road AC Patching** – Section will be 3" on 6" per Detail 60: Typical Improved Roach Trench Section on Sheet C13, unless otherwise dictated by NDOT ROW Encroachment Permit Terms and Conditions.
24. **Construction Water** – The selected contractor can obtain construction water from adjacent fire hydrants after receiving a meter from the City of Fernley Utility Department located at City Hall.

ADDENDUM #1

City of Fernley – Villa Park Pavement, Sewer, Storm & Water Replacement Project

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25. **Working Hours within Villa Park Subdivision** – Contractor's working hours within the Villa Park Subdivision are 7:00 a.m. to 5:00 p.m. Monday through Friday.
26. **Aggregate Base Section** – Existing Asphalt can be pulverized and re-worked as aggregate base section if it meets the minimum requirements of Type II Recycled base.

ADDENDA:

1. **Contract Documents – Exhibit C: ARPA Award Terms & Service**
Remove Exhibit C: ARPA Award Terms & Service. ARPA Funding has been removed from this Project.
2. **Contract Documents – Information to Bidders 14. Time of Completion**
Contract time of completion is being changed to One-Hundred and Twenty (120) calendar days. The first sentence of section 14 should now read "The Work will be substantially completed within **One-Hundred and Twenty (120)** calendar days from the Notice to Proceed with full completion on or before, **Friday, March 15, 2024.**"
3. **Contract Documents – Bid Form Bid Schedule**
Please replace your Bid Form Bid Schedule with the New REVISED Bid Schedule Attached to this addendum.
4. **Contract Plans – Sheet C13 Standard Detail 87 Type I Standard Manhole**
Please see revision to the depth of the drain rock required underneath a manhole. It is to be 12" as opposed to 6".
5. **Contract Plans – Sheet C3, C5, & C6 for additional abandoned mains and new services on Farmington Way, Middleton Way, Primton Way, and Firstdale Way.**
Revisions indicated by revision clouds.

ATTACHMENTS:

New Bid Schedule
Bid Items Description
Revised Construction Documents
Limited Geotechnical Investigation

Please forward this addendum if you have given your copy
of the contract documents to another party.



Presley Cochran, P.E.
Engineer

Bidder's Acknowledgement

Signed this _____ day of _____, 2023

THIS ADDENDUM SHALL BE SIGNED AND ATTACHED TO
THE BID PROPOSAL SUBMITTED BY THE BIDDER
-END OF ADDENDUM NO. 1-

Bid Form: [REVISED] Bid Schedule

City of Fernley Villa Park Pavement, Sewer, Storm, & Water Replacement

The following completed Bid Schedule represents the CONTRACTOR's proposal for the cost of project improvements as described by the Project Improvement Plans and Contract Documents.

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$	\$
2	Earthwork	3,317	CY	\$	\$
3	Traffic Control	1	EA	\$	\$
4	Notification of Residents ¹	1	LS	\$	\$
5	Sawcut – AC Paving	427	LF	\$	\$
6	Temporary Erosion Control	1	LS	\$	\$
7	Demolition 48" SS Manhole	7	EA	\$	\$
8	Demolition & Disposal 8" ACP Sewer	1	LS	\$	\$
9	New 48" SS Manhole Installation	7	EA	\$	\$
10	8" SDR35 PVC w/ fittings, trench, and backfill	1,580	LF	\$	\$
11	Bypass Pumping w/ Temporary Connections ²	1	LS	\$	\$
12	Reconnection of Sewer Laterals ²	1	LS	\$	\$
13	Abandon 12" ACP Water	1	LS	\$	\$
14	Abandon 6" ACP Water	1	LS	\$	\$
15	12" C900 PVC w/ fittings, trench, and backfill	1,152	LF	\$	\$
16	6" C900 PVC w/ fittings, trench, and backfill	1,580	LF	\$	\$
17	1" Water Meter & Meter Box	42	EA	\$	\$
18	1" Water Service	42	EA	\$	\$
19	Gate Valve w/ valve box	15	EA	\$	\$
20	Air Release Valve w/ valve box	3	EA	\$	\$
21	Permanent Flush Valve Assembly	1	EA	\$	\$
22	New line in service (w/ testing & disinfecting)	1	LS	\$	\$
23	8" Type 2, Class B, Aggregate Base	97,696	SF	\$	\$
24	3" AC Paving	97,696	SF	\$	\$
25	Reconnect Sanitary Sewer Lateral & Sanitary Sewer Clean Out Replacement	8	EA	\$	\$

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
26	P.C.C. Valley Gutter	3,527	SF	\$	\$
27	Curb & Gutter	104	LF	\$	\$
28	Storm Drain Curb Inlet	2	EA	\$	\$
29	Storm Drain Manhole	2	EA	\$	\$
30	18" HDPE Storm Drain Pipe	112	LF	\$	\$
31	18" Flared End Section	1	EA	\$	\$
32	12" CMP Storm Drain Pipe	137	LF	\$	\$
33	12" Flared End Section	1	EA	\$	\$
34	Farm District Road Trenching	203	CY	\$	\$
35	Retention Basin Earthwork	393	CY	\$	\$
36	12" Median Dia. Rip-Rap	1	LS	\$	\$
37	Farm District Road 6" Pavement Patch	535	SF	\$	\$
38	Farm District Road 2" Mill & Overlay	1,211	SF	\$	\$
39	Striping	1	LS	\$	\$
40	Guard Rail Removal & Replacement	1	LS	\$	\$
41	Cold Patch	1	LS	\$	\$

TOTAL BASE BID:

\$

¹ Notification of residents assumes Contractor coordination with City, signage, & mailings to residents.

² Bypass pumping & reconnection of sewer laterals to be coordinated between Contractor & City.

*Total for
schedule
in words:*

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Dollars

And

Cents

– End of Schedule –

City of Fernley Villa Park Pavement, Sewer, Storm & Water Replacement

Bid Schedule: Bid Item Pay Descriptions

1. **Mobilization/Demobilization** – Includes cost for contractor to bring and remove all equipment, materials, and staff to the project location for the duration of the project.
2. **Earthwork** – Includes earthwork required for the removal, disposal, and replacement of the asphalt section. Assumed 97,696 SF at 11 inches depth.
3. **Traffic Control** – Includes all traffic control within the subdivision and Farm District Road.
4. **Notification of Residents** – Includes all notifications of residents for any construction disruptions due to the project including access and utilities.
5. **Sawcut: AC Paving** – Includes the sawcutting of the AC pavement at all project area boundary locations as indicated on the plans.
6. **Temporary Erosion Control** – Includes installation, materials, and removal of all materials used for temporary erosion control for the project timeframe.
7. **Demolition 48" SS Manhole** – includes demolition, removal, and disposal of manholes indicated on the project plans. See item 11 for Bypass pumping.
8. **Demolition & Disposal 8" ACP Sewer** – includes demolition, removal, and disposal of all asbestos cement pipe per Construction Drawings and State regulations.
9. **New 48" SS Manhole Installation** – includes material and installation of seven (7) 48" manholes per City of Fernley Standard Detail 87 on Sheet C13, plus connection of mains, bedding, and backfill.
10. **8" SDR35 PVC w/ fittings, trench, and backfill** – includes the 8" SDR35 water main, fittings, trench, and backfill required to conform with the City of Fernley Detail 60 on Sheet C13.
11. **Bypass Pumping w/ Temporary Connections** – includes all bypass pumping required during existing sewer main removal and new main installation.
12. **Reconnection of Sewer Laterals** – includes the reconnection of all existing sanitary sewer laterals to the newly installed SDR35 sewer main.

13. **Abandon 12" ACP Water** – includes the abandonment of the existing 12" ACP Water main per Contract Drawings and NDEP BSDW requirements.
14. **Abandon 6" ACP Water** – includes the abandonment of the existing 12" ACP Water main per Contract Drawings and NDEP BSDW requirements.
15. **12" C900 PVC w/ fittings, trench, and backfill** – includes the 12" C900 water main, fittings, trench, and backfill required to conform with the City of Fernley detail 60 on Sheet C13
16. **6" C900 PVC w/ fittings, trench, and backfill** – includes the 6" C900 water main, fittings, trench, and backfill required to conform with the City of Fernley detail 60 on Sheet C13.
17. **1" Water Meter & Meter Box** – includes the removal and disposal of the existing meters and meter boxes and material and installation of 42 new 1" water meter & meter boxes per details Sheet C14.
18. **1" Water Service** – includes the removal and disposal of the existing 1" water services and material and installation of 42 new 1" water services per detail C12.
19. **Gate Valve w/ valve box** – includes the materials and installation of X air release valves located in the project area per City of Fernley Detail on Sheet C13.
20. **Air Release Valve w/ valve box** – includes the materials and installation of 3 air release valves located in the project area per City of Fernley Detail on Sheet C13.
21. **Flush Valve w/ valve box** – includes the materials and installation of 1 flush valve located at the end of Randon Court per City of Fernley Detail 25 on Sheet C14.
22. **New line in service (w/ testing & disinfecting)** – includes connection into the existing system and bringing the new C900 water main into service including all testing required by the City of Fernley and State of Nevada Bureau of Safe Drinking Water.
23. **8" Type 2, Class B, Aggregate Base** – includes the installation of 8" Type 2 Class B base per AC Pavement Section Detail on Sheet C12 for the 97,696 SF project area.
24. **3" AC Paving** – includes the installation of 3" AC paving per AC Pavement Section Detail on Sheet C12 for the 97,696 SF project area.
25. **Reconnect Sanitary Sewer Lateral & Sanitary Sewer Clean Out Replacement** – assumes removal, disposal, and replacement of 8 sanitary sewer laterals and clean outs that are material other than PVC or damaged.

26. **P.C.C. Valley Gutter** – includes the material and installation of the P.C.C. valley gutters located at the intersection of Villa Way with Farmington Way, Middleton Way, Primton Way, Firstdale Way, Randon Court, and Parkland Way per City of Fernley detail 137 on Sheet C14.
27. **Curb & Gutter** – includes the material and installation of 104 LF of curb and gutter on the east of Villa Way where it intersects with Farm District Road.
28. **Storm Drain Curb Inlet** – includes the material and installation of two 4R curb inlets per City of Fernley Standard Detail 180 on Sheet C14.
29. **Storm Drain Manhole** – includes the material and installation of two 48" SDMH per City of Fernley Standard Detail 182 on Sheet C14.
30. **18" HDPE Storm Drain Pipe** – includes the material and installation of 112 LF of 18" HDPE storm pipe.
31. **18" Flared End Section** – includes material and installation of flared end section.
32. **12" CMP Storm Drain Pipe** – includes the material and installation of 137 LF of 12" CMP storm pipe.
33. **12" Flared End Section** – Includes material and installation of flared end section.
34. **Farm District Road Trenching** – Includes the 84.50 LF of trenching across Farm District Road required to install the 18" storm drain piping.
35. **Retention Basin Earthwork** – Includes all earthwork required to construct the retention basin located across Farm District Road.
36. **12" Median Dia. Rip-Rap** – Includes rip-rap required for outlet protection at the two inlets into the proposed storm water retention basin across Farm District Road.
37. **Farm District Road 6" Pavement Patch** – Includes the removal to 6" depth of 535 SF of existing asphalt within Farm District Road and patching per NDOT requirements.
38. **Farm District Road 2" Mill & Overlay** – Includes the milling 2" depth of 1,211 SF of existing asphalt within Farm District Road and overlaying per NDOT requirements.

39. Striping – includes the replacement of any striping in the Villa Park Subdivision or Farm District Road impacted by construction.

40. Guard Rail Removal & Replacement – includes removal and replacement of guard rail at Farm District Road for storm drain installation.

41. Cold Patch – The City of Fernley understands that due to weather conditions, asphalt plants might not be running during the 120-day construction window. The City of Fernley will issue a change order to include the time extension for paving to be completed once the asphalt plants are re-opened in the spring. A temporary cold patch will be required for the winter for all patching due to utility work.

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM,& WATER REPLACEMENT
FERNLEY, NEVADA

ABBREVIATIONS:

(SOME ABBREVIATIONS LISTED BELOW MAY NOT BE INCLUDED IN THIS PLAN SET)

AC	ASPHALTIC CONCRETE	MAX	MAXIMUM
ADA	AMERICANS WITH DISABILITIES ACT	M.D.D.	MAXIMUM DRY DENSITY
APPROX.	APPROXIMATE	MIN	MINIMUM
AP	ANGLE POINT	N	NORTH
BF	BACKFLOW PREVENTOR	NEC	NECESSARY
BLDG	BUILDING	NIC	NOT IN CONTRACT
BOS	BOTTOM OF STEP	OHP	OVERHEAD POWER
BOW	BACK OF SIDEWALK	PC	POINT ON CURVE
C&G	CURB AND GUTTER	PCC	PORTLAND CEMENT CONCRETE
C	CENTERLINE	PE	POLYETHYLENE
COMP	COMPACTION	PI	POINT OF INTERSECTION
CONC	CONCRETE	PP	POWER POLE
CU YD	CUBIC YARD	PT	POINT OF TANGENT
DG	DECOMPOSED GRANITE	PVC	POLYVINYL CHLORIDE
DIA	DIAMETER	R	RANDOM COURT STATION DESIGNATION
DWG	DRAWING	RPBF	REDUCED PRESSURE BACKFLOW ASSEMBLY
E	EAST	S	SOUTH
EL	ELECTRIC	SD	STORM DRAIN
EL	ELEVATION	SDMH	STORM DRAIN MANHOLE
EP	EDGE OF PAVEMENT	SHT	SHEET
EX	EXISTING	SS	SANITARY SEWER
FDC	FIRE DEPARTMENT CONNECTION	SSMH	SANITARY SEWER MANHOLE
FF	FINISHED FLOOR	TB	THRUST BLOCK
FG	FINISHED GRADE	TBC	TOP BACK OF CURB
FH	FIRE HYDRANT	TYP.	TYPICAL
FL	FLOW LINE	W	WATER
FT	FEET	W	WEST
FW	FIRE WATER	WV	WATER VALVE
G	GAS LINE	W	WITH
GS	GROUND SHOT	UGP	UNDERGROUND POWER
HDPE	HIGH DENSITY POLYETHYLENE	V	VILLA WAY STATION DESIGNATION
IE	INVERT ELEVATION	VG	VALLEY GUTTER
IRR	IRRIGATION	'	FEET
		%	PERCENT

LEGEND:

	PROPERTY LINE
	CENTERLINE
	SAWCUT LINE
	EX. WATER LINE (TO REMAIN)
	EX. WATER LINE (TO ABANDON IN PLACE)
	EX. SEWER LINE (TO REMAIN)
	EX. GAS LINE
	EX. POWER LINE
	EX. COMMUNICATION LINE
	EX. FENCE
	PROPOSED WATERLINE
	PROPOSED SEWER MAIN
	PROPOSED STORM DRAIN
	EX. GAS METER
	EX. WATER METER
	EX. SSMH
	EX. SSCO
	EX. WATER VALVE
	EX. COMMUNICATION VAULT
	EX. FIRE HYDRANT
	EX. ELECTRIC BOX
	EX. ELECTRIC METER
	WATER - SEWER CROSSING LOCATION
	PROPOSED STORM DRAIN DROP INLET
	PROPOSED WATER VALVE
	PROPOSED SSCO
	PROPOSED WATER FITTINGS



VICINITY MAP
NO SCALE

OWNER:

CITY OF FERNLEY
595 SILVER LACE BOULEVARD
FERNLEY, NV 89408
(775) 784-9917
CONTACT: SALVADOR PLEITEZ, P.E.

ENGINEER:

RESOURCE CONCEPTS, INC.
340 N. MINNESOTA STREET
CARSON CITY, NEVADA 89703
(775) 883-1600
CONTACT: JOE CACIOPPA, P.E.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE (NAD-83) WEST ZONE SCALED AROUND 0.0 BY THE COMBINED GRID TO GROUND SCALE FACTOR OF 1.000257 AS OBSERVED FROM NEVADA DEPARTMENT OF TRANSPORTATION CONTROL POINT 1528006, A 2" BRASS DISK IN CONCRETE.

BASIS OF ELEVATIONS:

THE BASIS OF ELEVATIONS FOR THIS SURVEY IS NAVD-88 AS OBSERVED FROM NEVADA DEPARTMENT OF TRANSPORTATION CONTROL POINT 1528006 A 2" BRASS DISK IN CONCRETE HAVING AN ELEVATION OF 4154.37'.

SHEET INDEX	
SHEET C1	TITLE SHEET
SHEET C2	NOTES
SHEET C3	VILLA WAY, VILLA PARK WAY, & RANDON COURT DEMOLITION PLAN
SHEET C4	PARKLAND WAY DEMOLITION PLAN
SHEET C5	'V' PLAN & PROFILE, STA -0+25 TO 5+90
SHEET C6	'V' PLAN & PROFILE, STA 5+90 TO 12+00
SHEET C7	'V' PLAN & PROFILE, STA 0+00 TO 0+96.30
SHEET C8	'R' PLAN & PROFILE, STA 0+00 TO 4+63
SHEET C9	'P' PLAN & PROFILE, STA 0+00 TO 6+00
SHEET C10	'P' PLAN & PROFILE, STA 6+00 TO 11+70
SHEET C11	FARM DISTRICT ROAD STORM DRAIN
SHEET C12	DETAILS
SHEET C13	DETAILS
SHEET C14	DETAILS

NDOT ENCROACHMENT NOTE:

THE STORM DRAINAGE INFRASTRUCTURE CONSTRUCTION ENCROACHMENT ACROSS FARM DISTRICT ROAD IS SUBJECT TO THE TERMS AND CONDITIONS OF AN NDOT ENCROACHMENT PERMIT. THE ENCROACHMENT PERMIT IS CURRENTLY UNDER REVIEW BY NDOT. STORM DRAINAGE INSTALLATION METHOD, CONSTRUCTION WORKING HOURS, AND TRAFFIC CONTROL REQUIREMENTS ARE SUBJECT TO THE NDOT PERMIT TERMS AND CONDITIONS.

PERMIT SET



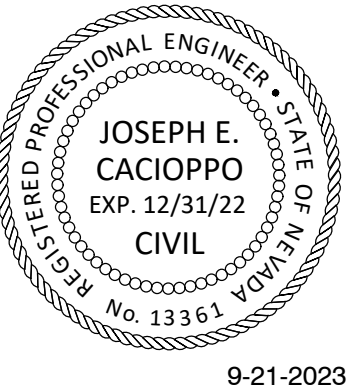
Engineering • Surveying • Water Rights
Resources & Environmental Services



REVISION	DATE
10/23/2023	
ADDENDUM 1 REVISIONS	

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

TITLE SHEET



JOB NO.:	21-349.3A
DATE:	9-21-2023
DESIGNED:	PRC/JEC
DRAWN :	PRC
CHECKED:	JEC

SHEET C1

GENERAL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY AND ALL DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE PLANS AND CONDITIONS EXISTING IN THE FIELD. UPON NOTIFICATION OF ANY DISCREPANCIES, THE PROJECT ENGINEER SHALL INSTRUCT THE CONTRACTOR ON HOW TO PROCEED. ANY REQUIRED CHANGES MUST BE APPROVED IN WRITING BY PROJECT ENGINEER IN ADVANCE OF SAID CHANGES. ANY SUBSEQUENT CHANGES DUE TO THE CONTRACTOR PROCEEDING WITHOUT INSTRUCTION AND WRITTEN APPROVAL WILL BE AT THE CONTRACTORS EXPENSE.
2. PRIOR TO THE START OF CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION CONFERENCE WITH CITY OF FERNLEY (OWNER), THE PROJECT ENGINEER, AND IMPACTED UTILITY COMPANIES. ALL PARTIES SHALL BE CONTACTED AT LEAST FORTY-EIGHT (48) WEEKDAY HOURS PRIOR TO THE SCHEDULED CONFERENCE, WHICH SHALL BE CONDUCTED AT LEAST FORTY-EIGHT (48) WEEKDAY HOURS PRIOR TO CONSTRUCTION UNLESS OTHERWISE REQUIRED BY THE OWNER.
3. AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A FINAL WALK-THROUGH INSPECTION WITH THE PROJECT ENGINEER AND OWNER. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE PROJECT ENGINEER AND OWNER. AT THE DISCRETION OF THE PROJECT ENGINEER, ALL IMPROVED AREAS SHALL BE SUBJECT TO VERIFICATION TO ENSURE CONSTRUCTED GRADES MEET THE INTENT OF THE PLANS. IMPROVED AREAS DEVIATING FROM THESE PLANS THAT DO NOT FUNCTION PROPERLY, WILL BE REMOVED AND RECONSTRUCTED AT THE CONTRACTORS EXPENSE.
4. ALL WORK SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (ORANGE BOOK), CITY OF FERNLEY "DESIGN STANDARDS & REVIEW GUIDELINES FOR STREETS, POTABLE WATER, SEWER, STORM DRAINS, AND ALTERNATIVE WATER," CITY OF FERNLEY "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION," CITY OF FERNLEY REQUIREMENTS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, (OSHA) REQUIREMENTS FOR EXCAVATION, SPECIAL REQUIREMENTS OF THE PROJECT, AND AS SHOWN ON THE PLANS. VIOLATIONS WILL RESULT IN THE STOPPAGE OF ALL WORK UNTIL THE VIOLATION IS CORRECTED.
5. IF REQUIRED, ALL CONSTRUCTION SHALL BE PERFORMED IN COMPLIANCE WITH THE AIR QUALITY PERMIT FROM THE STATE OF NEVADA, DIVISION OF ENVIRONMENTAL PROTECTION, CONCERNING AIR POLLUTION CONTROL REGULATIONS, WHICH THE CONTRACTOR WILL PROCURE. THE CONTRACTOR SHALL MAINTAIN AN ON-GOING DUST SUPPRESSION PROGRAM USING THE APPLICATION OF WATER AND/OR DUST PALLIATIVE AND CONTROL DUST TO THE SATISFACTION OF THE ENGINEER. WATER AND OTHER MATERIALS USED FOR DUST CONTROL WILL BE AT THE CONTRACTORS EXPENSE.
6. DETAILS NOT SHOWN ON THESE PLANS ARE PER ORANGE BOOK AND CITY OF FERNLEY STANDARDS.
7. THE CONTRACTOR WILL BE RESPONSIBLE TO OBTAIN ALL PERMITS AS NECESSARY PRIOR TO THE BEGINNING OF CONSTRUCTION AND INCLUDE ANY FEES IN THEIR PROPOSAL. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF SAID PERMITS.
8. THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL CONFORMING TO THE NEVADA WORK ZONE TRAFFIC CONTROL HANDBOOK, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND CITY OF FERNLEY REQUIREMENTS.
9. THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO ENSURE PUBLIC SAFETY AROUND THE PROJECT SITE IS MAINTAINED.
10. THE CONTRACTOR SHALL SUPPORT TRENCH SIDEWALLS IN ACCORDANCE WITH ALL APPLICABLE LAWS AND GOVERNING SAFETY REGULATIONS. SHEETING, SHORING, BRACING, AND SLOPING SHALL BE USED TO PROTECT WORKERS AND ADJACENT STRUCTURES, AND SHALL CONFORM TO APPROPRIATE SPECIFICATIONS OF THE OSHA STANDARDS 20 CFR PART 1926, SUBPART P.
11. THE CONTRACTOR SHALL MAINTAIN A CLEAN PROJECT SITE, TO INCLUDE ADJACENT STREETS, SIDEWALKS, PROPERTIES AND STORM DRAIN SYSTEMS, INCLUDING REMOVING OR NEATLY STOCKPILING CONSTRUCTION DEBRIS, AT LOCATIONS APPROVED BY THE CITY OF FERNLEY, AT THE END OF EACH ACTIVITY DAY WITH TEMPORARY EROSION CONTROL IN PLACE. ALL FACILITIES SHALL BE MAINTAINED FREE OF DUST AND MUD CAUSED BY GRADING OPERATIONS. IF REQUIRED, ALL OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF A STORMWATER DISCHARGE PERMIT FROM THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION.
12. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING WALKWAYS, BUILDINGS, LANDSCAPING AND PROPERTIES DURING CONSTRUCTION. TEMPORARY DEVICES SHALL BE IN ACCORDANCE WITH CITY OF FERNLEY REQUIREMENTS.
13. ALL WORK SHALL BE COORDINATED WITH THE PROJECT ENGINEER AND OWNER. NO ADDITIONAL PAYMENTS FOR EXTRA WORK WILL BE MADE TO THE CONTRACTOR, WITHOUT PRIOR WRITTEN AUTHORIZATION BY THE PROJECT ENGINEER AND OWNER.
14. RESOURCE CONCEPTS, INC. PERFORMED A LIMITED GEOTECHNICAL INVESTIGATION ON VILLA WAY AND RANDON COURT FOR THE PURPOSE OF RECOMMENDING A PAVEMENT SECTION. NO ADDITIONAL, GEOTECHNICAL INVESTIGATION IS EXPRESSED OR IMPLIED. THE CONTRACTOR SHALL ADDRESS ANY QUESTIONS RELATED TO ENCOUNTERED FIELD CONDITIONS TO THE PROJECT ENGINEER.

SITE SURVEYING

1. RESOURCE CONCEPTS, INC. (RCI) IS AVAILABLE TO PROVIDE ALL CONSTRUCTION STAKING. ALL CONSTRUCTION STAKING REQUESTS WILL BE SUBMITTED ON AN RCI CONSTRUCTION STAKING FORM TO BE PROVIDED TO THE CONTRACTOR AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER A MINIMUM OF FOUR (4) WORKING DAYS PRIOR TO NEEDED STAKES TO ENSURE ADEQUATE TIME TO SCHEDULE SURVEYING.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL GRADE CHECKING OF SUBGRADE, BASE, AND PAVING DEPCTED ON THESE PLANS. DELAYS, REMOVAL OF WORK, OR OTHER ISSUES ARISING FROM THE CONTRACTOR NOT BUILDING TO OR VERIFYING STAKES BEFORE SAID WORK SHALL BE AT THE CONTRACTORS SOLE EXPENSE.
3. THE FIELD SURVEYS FOR THIS PROJECT WERE COMPLETED ON OCTOBER 29, 2019, MARCH 8, 2022, & MARCH 9, 2022.
4. THIS MAP REPRESENTS A FIELD SURVEY OF EXISTING SURFACE CONDITIONS. EXCAVATION WILL BE NECESSARY TO DETERMINE THE ACTUAL LOCATION OF UNDERGROUND UTILITIES MARKED ON THE SURFACE.
5. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON THESE PLANS.
6. AT THE TIME OF THE LAST FIELD VISIT THE FIELD CREW OBSERVED THAT THERE WERE NEW USA MARKINGS ON THE GROUND AND UTILITY LOCATE WAS IN THE PROCESS OF ADDING ADDITIONAL MARKINGS WITHIN THE PROJECT AREA.
7. IF THERE IS MORE THAN ONE UTILITY STRUCTURE LOCATED AT THE POSITION OF THE UTILITY SYMBOL, THE NUMBER WITHIN PARENTHESIS () OR WITHIN THE SYMBOL REPRESENTS THE NUMBER OF STRUCTURES BY ITS ASSOCIATED SYMBOL.
8. ADJUSTED ELEVATIONS FOR POINT RANGE 10483-10501 +0.60' PER FIELD NOTES 10/23/2019 - VERIFIED THIS WAS NECESSARY BASED ON SURFACE DATA FROM AERIAL AND CONVENTIONAL SHOTS IN THE AREA.

UTILITY NOTES

1. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT "CALL BEFORE YOU DIG" (811) FORTY-EIGHT (48) WEEKDAY HOURS PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL INCLUDE IN THEIR BID ALL COSTS ASSOCIATED WITH HIRING A PRIVATE UTILITY LOCATION FIRM TO LOCATE AND IDENTIFY ALL ON-SITE UTILITIES THAT CANNOT BE IDENTIFIED BY UNDERGROUND SERVICE ALERT.
3. RCI DID NOT PERFORM A SURVEY OF ALL EXISTING UNDERGROUND UTILITIES, NOR WERE CURRENT RECORDS MADE AVAILABLE TO RCI. UTILITIES SHOWN ARE BASED ON OBSERVATIONS OF SURFACE CONDITIONS, LIMITED INFORMATION FROM THE OWNER, AND SITE MEETINGS WITH THE OWNER AND CONTRACTOR. THE CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS WITHIN AND NEAR THE CONSTRUCTION LIMITS WITH THE OWNER AND RESPECTIVE UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION OPERATIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO POTHOLE AND ARRANGE FOR THE NECESSARY RELOCATION OF ANY UTILITY AT LEAST FORTY EIGHT (48) HOURS PRIOR TO BEGINNING WORK. POTHOLING AND RELATED EXPENSES SHALL BE INCLUDED WITHIN THE CONTRACTORS BID. NO ADDITIONAL COMPENSATION WILL BE AWARDED BY THE OWNER.
4. ALL UTILITIES IMPACTED BY IMPROVEMENTS SHALL BE RAISED/LOWERED, REMOVED, OR RELOCATED, AS APPLICABLE TO ACCOMMODATE INTENDED IMPROVEMENTS. DAMAGE TO ANY EXISTING STRUCTURES OR UTILITIES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS AND REPLACEMENTS SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, AND SHALL BE SUBJECT TO INSPECTION AND FINAL APPROVAL BY THE PROJECT ENGINEER.
5. CONSTRUCTION OR OTHER TRAFFIC SHALL NOT BE PERMITTED TO CROSS IN-PLACE UTILITIES OR STRUCTURES UNTIL A SAFE MINIMUM DEPTH OF FILL IS APPLIED. FILL SHALL BE AT THE CONTRACTORS DISCRETION AND IN ACCORDANCE WITH ORANGE BOOK STANDARDS. DAMAGED UTILITIES SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS SOLE EXPENSE.

GRADING NOTES

1. INCLUDED IN THIS WORK SHALL BE THE PRESERVATION FROM INJURY OR DEFACEMENT, AND THE REPLACEMENT, IN KIND, TO THE SATISFACTION OF THE OWNER AND PROJECT ENGINEER, ANY SUCH INJURED OR DEFACED OBJECTS NOT DESIGNATED FOR REMOVAL. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURED OR DEFACED STRUCTURES, UTILITIES, OR ANY OTHER OBJECTS INTENDED TO REMAIN.
- SHEETING, SHORING BRACING, AND SLOPING
2. SHORING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 305 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (ORANGE BOOK). SHORING SHALL BE REQUIRED ON ALL STRUCTURE AND TRENCH EXCAVATIONS GREATER THAN FOUR (4) FEET UNLESS OTHER SAFE AND ALLOWABLE MEANS, IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, ARE IMPLEMENTED FOR EXCAVATION.
 3. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY IF DURING CONSTRUCTION SUBSURFACE CONDITIONS ARE DIFFERENT FROM THOSE ANTICIPATED.
 4. THE CONTRACTOR IS REMINDED THAT THE OWNER HAS NOT SO DELEGATED, AND THE PROJECT ENGINEER DOES NOT CLAIM TO BE A TRENCH OR EXCAVATION SYSTEM SAFETY EXPERT, NOR IS THE PROJECT ENGINEER SO ENGAGED IN THAT CAPACITY UNDER THIS CONTRACT. AS SUCH, THE PROJECT ENGINEER HAS NEITHER THE AUTHORITY NOR THE RESPONSIBILITY TO ENFORCE CONSTRUCTION SAFETY LAWS, RULES, REGULATIONS, PROCEDURES, OR TO ORDER THE STOPPAGE OF WORK FOR CLAIMED VIOLATIONS OF TRENCH OR EXCAVATION SAFETY. THE FURNISHING BY THE PROJECT ENGINEER OF RESIDENT REPRESENTATION AND INSPECTION PERSONNEL SHALL NOT MAKE THE PROJECT ENGINEER RESPONSIBLE FOR THE ENFORCEMENT OF SUCH LAWS, RULES, REGULATIONS, OR PROCEDURES, NOR SHALL SUCH MAKE THE PROJECT ENGINEER RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, OR FOR THE CONTRACTORS FAILURE TO PROPERLY PERFORM THE WORK NECESSARY FOR TRENCH AND EXCAVATION SAFETY.

SITE GRADING AND EMBANKMENT FILL

5. CONSTRUCT ONLY WHEN WEATHER CONDITIONS WILL NOT DETRIMENTALLY AFFECT THE QUALITY OF THE FINISHED WORK. ANY PORTION OF EMBANKMENTS, FILLS OR SUBGRADES THAT ARE DAMAGED BY THE EFFECTS OF RAIN, WIND, OR OTHER WEATHER CONDITIONS DURING ANY PHASE OF CONSTRUCTION SHALL BE AERATED IF EXCESSIVELY WET, MOISTENED IF EXCESSIVELY DRY, RESHAPED AND RECOMPACTED BY THE CONTRACTOR TO CONFORM TO THE REQUIREMENTS OF THE SPECIFICATIONS, WITHOUT ADDITIONAL COST TO THE OWNER, AND INSPECTED/APPROVED BY RCI.
6. SITE GRADING SHALL BE COMPLETED IN CONFORMANCE WITH LINES AND GRADES SHOWN ON THE CONTRACT DRAWINGS OR AS DIRECTED BY THE PROJECT ENGINEER.
7. ALL AC OR PCC SURFACES SHALL BE GRADED TO A TOLERANCE OF PLUS OR MINUS 0.04 FEET, UNLESS A TIGHTER TOLERANCE IS REQUIRED TO FACILITATE DRAINAGE AND THE INTENT OF THE PLANS.
8. BACKFILL ALL DEPRESSIONS AND HOLES BELOW THE GROUND SURFACE WITH FILL MATERIAL, WHETHER CAUSED BY STRIPPING OR OTHERWISE, TO THE GROUND SURFACE PRIOR TO CONSTRUCTION OF THE FILL. BLADING AND ROLLING SHALL CONTINUE UNTIL THE SURFACE IS SMOOTH, FREE FROM WAVES AND IRREGULARITIES, AND IN CONFORMANCE WITH THE ELEVATIONS SHOWN ON THE CONTRACT DRAWINGS. IF AT ANY TIME THE MATERIAL IS EXCESSIVELY WET, IT SHALL BE AERATED BY MEANS OF BLADE GRADERS, HARROWS, OR OTHER SUITABLE EQUIPMENT UNTIL THE MOISTURE CONTENT IS SATISFACTORY. THE SURFACE SHALL THEN BE COMPACTED AND FINISHED AS SPECIFIED IN THESE PLANS.

STRUCTURAL EXCAVATION, FILL AND BACKFILL

9. STRUCTURAL FILL SHALL COMPLY WITH ORANGE BOOK SECTION 200.01.09 AND THEREFORE BE IMPORT FILL MATERIAL MEETING THE FOLLOWING REQUIREMENTS: LIQUID LIMIT LESS THAN 40, PLASTICITY INDEX LESS THAN 8, 100% PASSING THE FOUR (4) INCH SIEVE, A MINIMUM OF 70% PASSING THE THREE-QUARTER (¾) INCH SIEVE AND LESS THAN 25% PASSING THE #200 SIEVE. MATERIAL SHALL BE FREE OF WOOD, ORGANIC WASTE, COAL, CHARCOAL, OR OTHER EXTRANEOUS, OBJECTIONABLE OR DELETERIOUS MATERIAL.
 10. NON-STRUCTURAL BEDDING AND/OR BACKFILL SHALL BE SUITABLE NATIVE MATERIAL OR CLASS E BACKFILL IN ACCORDANCE WITH SECTION 200.03.06 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (ORANGE BOOK). ON-SITE NATIVE BACKFILL MATERIAL SHALL BE FREE OF ALL ROOTS, DEBRIS, LARGE STONES, ORGANIC MATERIAL, AND ANY OTHER DELETERIOUS MATERIAL AS DETERMINED BY THE PROJECT ENGINEER. THE PROJECT ENGINEER SHALL MAKE THE DETERMINATION REGARDING SUITABILITY OF THE NATIVE MATERIAL.
 11. IF THE NATIVE MATERIAL IS DETERMINED TO BE UNSUITABLE FOR USE AS STRUCTURAL BACKFILL, OR IF THERE IS AN INADEQUATE QUANTITY OF SUITABLE NATIVE MATERIAL, IMPORT FILL MATERIAL SHALL BE USED. IMPORT STRUCTURAL BACKFILL SHALL MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
 12. EXCAVATION OF EVERY DESCRIPTION, CLASSIFICATION, AND SUBSTANCES ENCOUNTERED WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE PERFORMED TO THE LINES AND GRADES INDICATED ON THE CONTRACT DRAWINGS, AND IN ACCORDANCE WITH APPLICABLE SAFETY STANDARDS.
 13. THE CONTRACTOR SHALL INFORM THE PROJECT ENGINEER AND SATISFY HIMSELF AS TO THE CHARACTER, QUANTITY AND DISTRIBUTION OF ALL MATERIAL TO BE EXCAVATED. SHOULD THE CONTRACTOR EXCAVATE BELOW THE DESIGNATED LINES AND GRADES WITHOUT PRIOR PERMISSION, HE SHALL REPLACE SUCH EXCAVATION WITH SUITABLE MATERIALS, IN A SATISFACTORY MANNER AND CONDITION, AT HIS OWN EXPENSE.
- STRUCTURAL EXCAVATION, FILL AND BACKFILL
14. THE CONTRACTOR SHALL EXCAVATE SUFFICIENTLY TO PROVIDE ADEQUATE, SAFE WORKING AREAS BETWEEN OUTSIDE STRUCTURES AND THE EARTH BANKS.
 15. DURING THE PROCESS OF EXCAVATION, THE CONTRACTOR SHALL MAINTAIN THE GRADE IN SUCH CONDITION THAT IT WILL BE CRANED AT ALL TIMES, AND INSTALL TEMPORARY DRAINS AND DRAINAGE DITCHES TO INTERCEPT OR DIRECT SURFACE WATER WHICH MAY AFFECT THE PROMOTION OR CONDITION OF THE WORK.
 16. THE PROJECT ENGINEER SHALL HAVE COMPLETE CONTROL OVER UTILIZATION OF ALL EXCAVATED MATERIAL AND SHALL DETERMINE THE SUITABILITY OF EXCAVATED MATERIAL TO BE USED AS BACKFILL, ALL UNSUITABLE AND EXCESS EXCAVATED MATERIAL SHALL BE DISPOSED OF OFFSITE, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
 17. IF EXCAVATED MATERIAL IS DEEMED SUITABLE AS BACKFILL BY THE PROJECT ENGINEER AT THE TIME OF EXCAVATION, THE CONTRACTOR SHALL SEPARATE IT FROM THE UNSUITABLE MATERIAL, THE EXCAVATED SOIL SHALL BE STOCKPILED AND PROTECTED FROM WEATHER. IF THE CONTRACTOR DOES NOT PROTECT THE EXCAVATED MATERIALS, THE CONTRACTOR SHALL REPLACE MATERIAL THAT BECOMES UNSUITABLE AT NO ADDITIONAL COST TO THE OWNER.
 18. IF THE SUBGRADE IS DETERMINED TO BE UNSUITABLE BY THE PROJECT ENGINEER, OVER-EXCAVATION OF UNSUITABLE MATERIALS SHALL BE COORDINATED WITH THE PROJECT ENGINEER. THE CONTRACTOR SHALL RECEIVE WRITTEN GUIDANCE FROM THE PROJECT ENGINEER PRIOR TO PROCEEDING.
 19. THE CONTRACTOR SHALL AT ALL TIMES PROVIDE AND MAINTAIN AMPLE EQUIPMENT TO REMOVE AND DISPOSE OF ALL WATER ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK, AND SHALL KEEP SAID EXCAVATION DRY AND FREE OF FROST OR ICE UNTIL THE STRUCTURE TO BE BUILT THEREIN IS COMPLETED AND BACKFILLED. IF WATER IS NOT REMOVED AND DISPOSED OF AND THE EXCAVATION NOT KEPT DRY, OVER-EXCAVATION AND BACKFILL WITH SELECTED MATERIALS SHALL BE AT THE CONTRACTORS EXPENSE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE CONDITIONS OF ANY SEWERS, DRAINS, OR OTHER CONDUITS OR PIPELINES, RELATED TO CONSTRUCTION OPERATIONS, WHICH MAY BE USED FOR DRAINAGE PURPOSES. SUCH PIPES OR CONDUITS SHALL BE CLEANED AND FREE FROM SEDIMENT AFTER USE.
 20. STRUCTURAL FILL SHALL BE PLACED UNDER STRUCTURES AND OVER THE PREPARED SUBGRADE, AS NECESSARY TO BRING THE SUBGRADE TO ELEVATIONS SHOWN ON THE CONTRACT DRAWINGS. THE ENTIRE STRUCTURE BEARING PRISM, DEFINED AS THE VOLUME DIRECTLY BENEATH THE STRUCTURE AND EXTENDING DOWNWARD AND OUTWARD AT A 1:1 SLOPEFROM THE OUTSIDE BASE PERIMETER OF THE STRUCTURE TO UNDISTURBED SUITABLE OR PREPARED SUBGRADE, SHALL BE STRUCTURAL FILL.
 21. STRUCTURAL FILL SHALL BE PLACED TO A TOLERANCE OF PLUS OR MINUS 0.1 FEET.
 22. NO BACKFILL SHALL BE PLACED AGAINST ANY CAST-IN PLACE CONCRETE STRUCTURE UNTIL PERMISSION IS GIVEN BY THE PROJECT ENGINEER AND PREFERABLE NOT UNTIL THE CAST-IN PLACE CONCRETE STRUCTURE HAS MET 70 PERCENT OF THE MINIMUM TWENTY-EIGHT (28) DAY STRENGTH REQUIREMENTS.
 23. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ENSURING SUBGRADE AND BASE ELEVATIONS ARE ESTABLISHED. THE CONTRACTOR SHALL VERIFY SUBGRADE AND BASE ELEVATIONS AND THICKNESS BEFORE BASE & ASPHALT CONCRETE OR CONCRETE IS PLACED. FAILURE TO MEET SPECIFIED GRADES AND THICKNESS WILL REQUIRE REMOVAL OF MATERIAL AND REGRADING AT THE CONTRACTORS SOLE EXPENSE.
 24. THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PAVING TO VERIFY GRADES AND BASE THICKNESSES. FAILURE TO MEET SPECIFIED GRADES AND THICKNESS WILL REQUIRE REMOVAL OF MATERIAL AND REGRADING AT THE CONTRACTORS SOLE EXPENSE.

SUBGRADE PREPARATION

25. ACTIVITIES INCLUDE CONDITIONING THE EXISTING SUBGRADE MATERIAL FOLLOWING PULVERIZATION OPERATIONS; DEMOLITION; AND, EXCAVATION ACTIVITIES. THE CONTRACTOR SHALL DRAIN ANY STANDING WATER. THE EXPOSED SURFACE SHALL BE PRE-ROLLED TO PROVIDE A DEGREE OF COMPACTION TO NEAR SURFACE SOILS, AND TO DELINEATE ANY SOFT AREAS THAT MAY BE PRESENT.
26. SETTLEMENT OR WASHING THAT MAY OCCUR, OR ANY OTHER CAUSE, PRIOR TO ACCEPTANCE OF THE WORK, SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL ALSO RE-ESTABLISH GRADES TO THE ELEVATIONS AND SLOPES SHOWN ON THE CONTRACT DRAWINGS AT HIS OWN EXPENSE.
27. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY OF ENSURING SUBGRADE ELEVATIONS ARE ESTABLISHED. THE CONTRACTOR SHALL VERIFY SUBGRADE ELEVATIONS BEFORE BASE MATERIAL IS PLACED. FAILURE TO MEET SPECIFIED GRADES AND THICKNESSES WILL REQUIRE REMOVAL OF MATERIAL AND REGRADING AT THE CONTRACTORS SOLE EXPENSE.

COMPACTION CONTROL AND TESTING

28. COMPACTION CONTROL, SAMPLING, AND TESTING SHALL BE ARRANGED BY THE CONTRACTOR IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (ORANGE BOOK), EXCEPT AS MODIFIED HEREIN. RESULTS WILL BE PROVIDED TO THE PROJECT ENGINEER WITHIN 24 HOURS.
29. IF THE MATERIAL BEING PLACED SHOULD REQUIRE MOISTURE CONDITIONING IN ORDER TO COMPACT PROPERLY, THE CONTRACTOR SHALL BEAR ALL COSTS OF WATER.
30. CONTROL TESTS: FOR DETERMINING MAXIMUM DRY DENSITY (MDD), THE PERCENT COMPACTION, AS USED IN THESE SPECIFICATIONS, SHALL BE DEFINED PURSUANT TO LABORATORY TEST METHOD ASTM D1557. IN-PLACE DENSITY OF COMPACTED BACKFILL SHALL BE DETERMINED BY ASTM D1556 AND ASTM D2216, OR BY NUCLEAR DENSITY TEST PROCEDURES PER ASTM D2922 AND ASTM D3017.
31. FREQUENCY OF TESTING: THE TESTING FIRM SHALL PERFORM TESTS TO CONFIRM COMPLIANCE WITH THESE SPECIFICATIONS AT A FREQUENCY IN ACCORDANCE WITH ORANGE BOOK STANDARDS.
32. RETESTING: IF COMPACTION FAILS TO MEET THE SPECIFIED REQUIREMENTS, THE CONTRACTOR SHALL REMOVE AND REPLACE THE MATERIAL AT PROPER DENSITY, OR SHALL BRING THE DENSITY UP TO SPECIFIED LEVELS BY OTHER MEANS ACCEPTABLE TO THE PROJECT ENGINEER AT NO ADDITIONAL COSTS TO THE OWNER. SUBSEQUENT CONFIRMATION TESTS REQUIRED TO CONFIRM THAT THE RECONSTRUCTED BACKFILL HAS BEEN BROUGHT UP TO SPECIFIED DENSITY SHALL BE PAID FOR BY THE CONTRACTOR. FREQUENCY OF CONFIRMATION TESTS FOR REMEDIAL WORK SHALL BE GENERALLY DOUBLED OF THAT SPECIFIED FOR INITIAL CONFIRMATION TESTS. THE COST OF CONFIRMATION TESTING WILL BE DEDUCTED FROM THE PARTIAL PAYMENT PERIOD IN WHICH THE RETESTING WAS RECORDED, UNLESS OTHERWISE ESTABLISHED BY THE OWNER IN THE CONTRACT DOCUMENTS.
33. ACCESS TO WORK AND MATERIALS: THE CONTRACTOR SHALL AT ALL TIMES ALLOW ACCESS TO MATERIALS FOR TESTING. COMPACTION CONTROL TESTING MAY REQUIRE STOPPAGE OF WORK WHILE TESTING IS BEING PERFORMED.
34. AGGREGATE BASE AND STRUCTURAL FILL SHALL BE COMPACTED IN 8" LOOSE LIFTS TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY, IN ACCORDANCE WITH ASTM D1557. SUBGRADE AND NON-STRUCTURAL FILL SHALL BE COMPACTED IN EIGHT (8) INCH LOOSE LIFTS TO 90% MAXIMUM DRY DENSITY. THE MOISTURE CONTENT OF THE MATERIAL SHALL BE WITHIN THREE (3) PERCENT OF THE MATERIALS OPTIMUM MOISTURE CONTENT. EACH LIFT MUST BE TESTED AND MEET THE ABOVE REQUIREMENTS FOR COMPACTION AND MOISTURE CONTENT BEFORE THE NEXT LIFT CAN BE PLACED.

CONSTRUCTION MATERIALS

HOT-MIX ASPHALT PAVING

1. ASPHALT CONCRETE (AC) SHALL BE A PG64-28NV TYPE 3 (POLYMER) ASPHALT-CONCRETE MIX WITH LIME, OR EQUIVALENT, IN ACCORDANCE WITH ORANGE BOOK STANDARDS. AC SHALL BE SEALED PRIOR TO THE END OF THE 12-MONTH WARRANTY PERIOD.
2. WORK COVERED IN THIS SECTION SHALL CONSIST OF, BUT NOT BE LIMITED TO, ONE (1) OR MORE COURSES OF BITUMINOUS MIXTURE CONSTRUCTED ON THE PREPARED FOUNDATION IN ACCORDANCE WITH THE LINES AND GRADES SHOWN ON THE CONTRACT DRAWINGS. THIS WORK SHALL CONSIST OF ADDING MINERAL FILLER (HYDRATED LIME OR PORTLAND CEMENT) TO BITUMINOUS MIXTURES, AS NECESSARY, AND INCLUDE GENERAL REQUIREMENTS THAT ARE APPLICABLE TO ALL TYPES OF BITUMINOUS PAVEMENTS OF THE PLANTMIX TYPE IRRESPECTIVE OF GRADATION OF AGGREGATE, KIND AND AMOUNT OF BITUMINOUS MATERIAL, OR PAVEMENT USE. WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DRAWINGS, THESE SPECIFICATIONS, AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (ORANGE BOOK).
3. THE FOLLOWING ORANGE BOOK SPECIFICATION SECTIONS CONTAIN REQUIREMENTS THAT RELATE TO THIS SECTION. ADDITIONAL SECTIONS, NOT NECESSARILY LISTED BELOW MAY CONTAIN REQUIREMENTS RELATED TO THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO ALL APPLICABLE SECTIONS OF THE ORANGE BOOK:
SECTION 201 - BITUMINOUS MATERIAL
SECTION 316 - TACK COAT
SECTION 317 - SEAL COATS
SECTION 318 - SLURRY SEALS
SECTION 319 - ROADMIX BITUMINOUS SURFACE
SECTION 321 - PLANTMIX BITUMINOUS OPEN-ROAD PAVEMENT
SECTION 322 - HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT
SECTION 324 - PAINTING, PAVEMENT STRIPING, AND MARKING
4. THE BITUMINOUS PLANTMIX SHALL BE COMPOSED OF A MIXTURE OF AGGREGATE AND BITUMINOUS MATERIAL. THE SEVERAL AGGREGATE FRACTIONS SHALL BE SIZED, UNIFORMLY GRADED, AND COMBINED IN SUCH PROPORTIONS THAT THE RESULTING MIXTURE MEETS THE GRADING REQUIREMENTS OF THE JOBMIX FORMULA, WHICH WILL BE BASED UPON THE APPROVED MIX DESIGN. THE PROPOSED FORMULA SUBMITTED SHALL INCLUDE DEFINITE SINGLE VALUES FOR:
 - a. THE PERCENTAGE OF AGGREGATE PASSING INTO EACH SPECIFIED SIEVE.
 - b. THE PERCENTAGE OF BITUMEN TO BE ADDED (TO ONE-TENTH (0.1) PERCENT).
 - c. THE TEMPERATURE OF THE MIXTURE LEAVING THE MIXER.
 - d. THE TEMPERATURE OF THE MIXTURE IN THE HOPPER OF THE PAVING MACHINE.
5. PLANTMIX BITUMINOUS PAVEMENTS CONSISTING OF MATERIALS AS SPECIFIED IN SECTION 321 OF THE ORANGE BOOK SHALL BE USED IN THE CONSTRUCTION OF THE AREAS TO BE PAVED. IF CONFLICTS ARISE BETWEEN THESE SPECIFICATIONS AND THE ORANGE BOOK SPECIFICATIONS, THE ORANGE BOOK SPECIFICATIONS SHALL HAVE JURISDICTION.

CONCRETE

6. THE CONTRACTOR SHALL COMPLY WITH ALL ORANGE BOOK STANDARDS, AND THE MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES, ACI 318 AND MANUAL OF STANDARD PRACTICE, CONCRETE REINFORCING STEEL INSTITUTE. MATERIALS SHALL COMPLY WITH THE FOLLOWING QUALITY ASSURANCE REGULATIONS:
7. CONCRETE AND WORK SHALL COMPLY WITH RECOMMENDED PRACTICE FOR CONCRETE FORMWORK, ACI 437; CURRENT INTERNATIONAL BUILDING CODE (IBC), AS ADOPTED BY THE STATE OF NEVADA, U.S. PRODUCT STANDARD PDI FOR PLYWOOD.
8. ON DELIVERY TO THE JOB SITE, THE CONTRACTOR SHALL PLACE MATERIALS IN AN AREA PROTECTED FROM WEATHER. THE MATERIALS SHALL BE STORED ABOVE GROUND ON A FRAMEWORK OF BLOCKING WITH A COVER OF PROTECTIVE WATERPROOF MATERIAL, PROVIDING ADEQUATE AIR CIRCULATION AND VENTILATION.
9. UNEXPOSED PLYWOOD SURFACES, NEW OR IN NEW CONDITION, SHALL BE APA B-B PLYFORM CLASS 1 AND 11 EXTERIOR.
10. EXPOSED PLYWOOD SURFACES, NEW/NEW CONDITION, SHALL BE APA HIGH DENSITY OVERLAP PLYFORM CLASS 1 AND 11.
11. STEEL FORMS SHALL BE OF SUFFICIENT THICKNESS TO PREVENT NOTICEABLE DEFLECTION AND BE GALVANIZED AND/OR COATED TO PREVENT RUST AND STAINING.
12. DESIGN AND FORMWORK SHALL SAFELY SUPPORT VERTICAL AND LATERAL LOADS THAT MIGHT BE APPLIED, UNTIL SUCH LOADS CAN BE SUPPORTED BY THE CONCRETE STRUCTURE. VERTICAL AND LATERAL LOADS SHALL BE CARRIED BY THE FORMWORK SYSTEM TO THE GROUND, OR TO IN-PLACE CONSTRUCTION THAT HAS ATTAINED ADEQUATE STRENGTH FOR THAT PURPOSE.
13. THE CONTRACTOR SHALL PROVIDE SHORES AND STRUTS WITH POSITIVE MEANS OF ADJUSTMENT, CAPABLE OF TAKING UP FORMWORK SETTLEMENT DURING CONCRETE PLACING OPERATIONS, USING WEDGES OR JACKS OR A COMBINATION THEREOF. THE CONTRACTOR SHALL PROVIDE TRUSSED SUPPORTS WHEN ADEQUATE FOUNDATIONS FOR SHORES AND STRUTS CANNOT BE SECURED.
14. FORM FACING MATERIALS SHALL BE SUPPORTED BY STRUCTURAL MEMBERS SPACED TO PREVENT DEFLECTION. PROVIDE CAMBER IN FORMWORK, AS REQUIRED, FOR ANTICIPATED DEFLECTIONS.
15. FORMWORK SHALL BE READILY REMOVABLE WITHOUT IMPACT, SHOCK, OR DAMAGE TO CAST-IN-PLACE CONCRETE SURFACES REQUIRING BOND WITH CONCRETE.
16. THE CONTRACTOR SHALL KEEP OIL OR OTHER AGENTS FROM GETTING ON REINFORCING STEEL, EMBEDDED ITEMS, OR OTHER SURFACES REQUIRING BOND WITH CONCRETE.
17. BEFORE CONCRETE IS PLACED IN ANY FORM, THE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL FORM POSITION, AND CORRECT ALL INACCURACIES. ALL WEDGING AND BRACING SHALL BE COMPLETED IN ADVANCE OF PLACING ON CONCRETE.
18. WHEN SETTING FORM TIES, THE CONTRACTOR SHALL NOT ALLOW METAL TO REMAIN IN WALL CLOSER THAN 1-1/2 INCHES FROM SURFACE. TIES SHALL FIT TIGHT TO PREVENT MORTAR LEAKAGE AT HOLES IN FORMS. TIES SHALL BE PROTECTED FROM RUSTING AT ALL TIMES. NO WIRES OR WOOD SPREADERS WILL BE PERMITTED. CUTTING TIES BACK FROM CONCRETE FACE WILL NOT BE PERMITTED.
19. AT CONSTRUCTION JOINTS, ANCHOR FORMS BY USING AN ADEQUATE NUMBER OF FORM TIES IN THE NEW POUR, A FEW INCHES FROM THE CONSTRUCTION JOINTS. DO NOT RELY ON TIES TO ANY OF THE HORIZONTAL OR VERTICAL JOINTS USED IN PREVIOUS PLACEMENTS.
20. ALL DIRT, CHIPS, SAWDUST, MUD, WATER AND OTHER FOREIGN MATTER SHALL BE REMOVED FROM WITHIN THE FORMS OR WITHIN THE EXCAVATION AREAS BEFORE ANY CONCRETE IS DEPOSITED THEREIN.
21. ANY FORM MOVEMENT OR DEFLECTION DURING CONSTRUCTION, OR FINISHED SURFACE VARIATIONS, IN EXCESS OF 0.04 FEET WILL BE A BASIS FOR REJECTION, AT THE CONTRACTORS EXPENSE.
22. DO NOT REMOVE FORMS AND SUPPORTS UNTIL CONCRETE HAS ATTAINED SUFFICIENT STRENGTH TO SUPPORT ANTICIPATED LOADS. 70% OF THE 28-DAY STRENGTH IS THE MINIMUM STRENGTH REQUIREMENT, AND MAY BE INCREASED BASED ON THE ANTICIPATED LOADS.
23. CONCRETE SHALL BE FIBER REINFORCED (AT A MINIMUM OF 1 POUND PER CUBIC YARD), WITH COARSE AGGREGATE GRADATION CONFORMING TO SIZE NO. 67 PER SECTION 200.05.03 OF THE ORANGE BOOK, AND SHALL HAVE A 1 TO 4 INCH SLUMP, AND 4 TO 7 PERCENT ENTRAINED AIR, 4000 PSI MIN. COMPRESSIVE STRENGTH @ 28 DAYS, MIN. 8 BAGS OF TYPE II CEMENT PER CUBIC YARD, AND A MAX. WATER/CEMENT RATIO OF 0.45. ALL MATERIALS SHALL CONFORM TO SECTION 202 OF THE ORANGE BOOK AND MEET SAID REQUIREMENTS FOR EXPOSURE TO FREEZE-THAW ENVIRONMENTS, UNLESS OTHERWISE REQUIRED BY THE CITY OF FERNLEY.
24. EXISTING CONCRETE SHALL BE REMOVED TO THE NEAREST EXPANSION OR CONSTRUCTION JOINT.
25. NEW CONCRETE SHALL HAVE A MEDIUM BROOM FINISH PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL.
26. AC PAVEMENT EDGE SHALL BE ½ INCH TO 1 INCH ABOVE THE LIP OF GUTTER. EXCEPTION: AC PAVEMENT EDGE SHALL BE FLUSH TO ½ INCH ABOVE THE LIP OF GUTTER WHEN LOCATED ADJACENT TO A PEDESTRIAN RAMP, WITHIN AN ACCESSIBLE ROUTE OR BIKE LANE.

ASBESTOS CONSTRUCTION METHODOLOGY

1. ALL CONSTRUCTION INVOLVING ASBESTOS CEMENT PIPE MUST COMPLY WITH NAC 445A.66695.
2. ASBESTOS PIPE REMOVAL PLAN
 - 2.1. NOTIFICATIONS AND PERMITS
 - 2.1.1. CONTRACTOR WILL WORK WITH THE CITY OF FERNLEY TO OBTAIN ALL NECESSARY PERMITS REQUIRED FOR THE REMOVAL OF THE ASBESTOS PIPE. CONTRACTOR WILL BE RESPONSIBLE FOR ADHERING TO ALL SUBMITTAL REQUIREMENTS OF THE RESPECTIVE AGENCIES FOR OBTAINING THE PERMITS AND SHALL ADHERE TO THE CONDITIONS SET FORTH IN THE PERMITS.
 - 2.1.2. THE PRIMARY PROJECT SCOPE AREA FOR THIS PROJECT IS: CLASS II NON FRIABLE
 - 2.1.3. CURRENT ASBESTOS PIPE REMOVAL CERTIFICATES FOR THE EMPLOYEES INVOLVED IN THIS PROJECT WILL BE PROVIDED BEFORE WORK BEGINS.
 - 2.2. DEMOLITION ACTIVITIES
 - 2.2.1. CONTRACTOR WILL SET UP 6 MIL PLASTIC TEAR SHEETS FOR DEBRIS COLLECTING
 - 2.2.2. USE MECHANICAL SNAP CUTTER TO BREAK AND REMOVE A SECTION OF PIPE AND INSTALL PIPE PLUG TO KEEP SLURRY/DEBRIS FROM TRAVELLING TO EXISTING PIPE.
 - 2.2.3. HAND WIPE, RINSE, AND ENCAPSULATE REMAINING TRANSITE PIPE.
 - 2.3. WASTE DISPOSAL AND RETENTION
 - 2.3.1. CONTRACTOR SHALL DISPOSE OF WASTE AND DEBRIS IN ACCORDANCE WITH NFPA 241 AND IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL PERMITS, RULES AND/OR REGULATIONS.
 - 2.3.2. WASTE DISPOSAL WILL BE DONE DAILY, NO FIELD STORAGE WILL BE DONE.
 - 2.3.3. WRAP ABATED SECTIONS OF ASBESTOS CEMENT PIPE AND/OR PIPE CONTAINING ASBESTOS LOG WITH DOUBLE 6 MIL POLY AND TAG WITH ACM LABELS FOR IDENTIFICATION AND DISPOSAL.
 - 2.3.4. HAUL DEBRIS TO LOCKWOOD REGIONAL LANDFILL.
 - 2.3.5. REQUEST DISPOSAL CERTIFICATIONS FOR CLOSE-OUT PACKET.
 - 2.4. APPROVED LANDFILL FOR DISPOSAL
 - 2.4.1. THE DESIGNATED LANDFILL FOR THE CONSTRUCTION AND DEMOLITION (C&D) DISPOSAL TO INCLUDE THE CLASS II NON-FRIABLE ASBESTOS IS THE WASTE MANAGEMENT LOCKWOOD REGIONAL LANDFILL.

WASTE MANAGEMENT LOCKWOOD REGIONAL LANDFILL
2700 EAST MUSTANG ROAD
SPARKS, NV 89434
(775) 342-0401
CSNEVADA.WM.COM
 - 2.5. PERSONAL PROTECTIVE EQUIPMENT
 - 2.5.1. REGARDLESS OF EXPOSURE LEVELS, ALL EMPLOYEES IN THE REGULATED AREA WILL WEAR AN APPROPRIATE TYPE OF RESPIRATOR, PROTECTIVE CLOTHING, HEAD COVERINGS, GLOVES, AND FOOT COVERINGS. TAPE WILL BE USED TO SECURE THE SLEEVES AT THE WRISTS AND TO SECURE THE FULL BODY COVERALLS TO THE ANKLES. EYE PROTECTION WILL BE WORN WHEN THERE IS A POSSIBILITY OF MATERIAL FALLING OR BEING THROWN INTO THE EYES.
 - 2.5.2. REGARDLESS OF THE EXPOSURE LEVELS DETECTED OR ANTICIPATED, NOT LESS THAN HALF-MASK AIR-PURIFYING RESPIRATORS WILL BE PROVIDED TO ALL WORKERS INSIDE THE REGULATED AREA, OR HANDLING BAGGED MATERIAL.
 - 2.5.3. PERSONNEL INSIDE TH REGULATED AREA WILL NOT BE ALLOWED TO EAT, DRINK, SMOKE, CHEW TOBACCO, OR GUM. EMPLOYEES HANDLING BAGGED OR CONTAINERIZED MATERIAL OUTSIDE THE RESTRICTED AREA WILL WEAR A RESPIRATOR AND CLEAN FULL BODY COVERALLS.
 - 2.6. DISPOSAL PROCEDURES
 - 2.6.1. ALL DEBRIS WILL BE DOUBLE BAGGER IN 6 MIL ASBESTOS BURIAL BAGS BEFORE REMOVAL TO THE TRANSPORTATION VEHICLE.
 - 2.6.2. THE DUMPSTER/VEHICLE USED FOR TRANSPORTING THE ASBESTOS IS TO BE LINED WITH 6 IL POLY ON THE FLOORS AND WALLS. WARNING SIGNS WILL BE CONSPICUOUSLY DISPLAYED AT ALL TIMES DURING LOADING AND UNLOADING OPERATIONS. SIGNS WILL BE PLACED SO THAT THEY ARE EASILY READABLE FROM ANY DIRECTION OF APPROACH TO THE DUMPSTER/VEHICLE.
 - 2.6.3. ALL FRIABLE AND NON-FRIABLE ASBESTOS MATERIAL WILL BE DISPOSED OF IN ACCORDANCE WITH EPA NESHAP. STATE AND LOCAL REQUIREMENTS IN AN EPA APPROVED LANDFILL. A PROPERLY LICENSED SITE WILL BE USED FOR DISPOSAL OF MATERIAL REMOVED IN CONNECTION WITH THIS JOB. WASTE WILL BE TRANSPORTED BY CONTRACTOR TO THE LOCKWOOD DISPOSAL FACILITY.
 - 2.6.4. ALL MANIFEST OUTGOING TO LANDFILL FOR DISPOSAL SHALL BE PROPER FILL OUT BY CONTRACTOR USING WASTE MANAGEMENT FORMS, MANIFEST, DUMP RECEIPTS, TRIP TICKETS, ETC. SHALL BE SIGNED BY AUTHORIZED PERSONNEL AT THE LOCKWOOD LANDFILL FACILITY UPON RECEIVING DEBRIS LOAD.
 3. IN ADDITION TO BACTERIA SAMPLES, CONTRACTOR WILL COLLECT ASBESTOS WATER SAMPLES DURING CONSTRUCTION TO ENSURE ASBESTOS MCLs ALLOWED FOR WATER SYSTEMS.
 - 3.1. ASBESTOS WATER SAMPLES ARE TO BE ANALYZED FOR THE PRESENCE OF ASBESTOS BY AN APPROVED AND CERTIFIED LABORATORY TO DETERMINE IF IT MEETS THE STATE OF NEVADA DRINKING WATER STANDARDS FOR ASBESTOS.
 - 3.2. LABORATORY RESULTS ARE TO BE PROVIDED TO THE DESIGN ENGINEER FOR REVIEW AND APPROVAL.
 4. ASBESTOS SAMPLES ARE TO BE TAKEN AT THE FOLLOWING LOCATIONS
 - 4.1. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN WITHIN VILLA WAY NEAR FARM DISTRICT ROAD.
 - 4.2. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN AT THE INTERSECTION OF VILLA WAY & VILLA PARK WAY.
 - 4.3. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN FROM G STREET TO VILLA WAY.
 - 4.4. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN IN FARMINGTON WAY.
 - 4.5. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN IN MIDDLETON WAY.
 - 4.6. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN IN PRIMTON WAY.
 - 4.7. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN IN FIRSTDALE WAY.
 - 4.8. WHERE THE PROPOSED MAIN CONNECTS INTO THE EXISTING MAIN AT THE INTERSECTION OF PARKLAND WAY AND FIRSTDALE WAY.
 5. ALL CONSTRUCTION SHALL COMPLY WITH NAC AIRBORNE ASBESTOS REQUIREMENTS.

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Carson City, NV 89703-4152

775-683-1600

Lake Tahoe

276 Kingsbury Grade, Ste. 206

Stallone, NV 89449

775-568-7500



DATE	10/23/2023
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REVISION	ADDITION 1 REVISIONS
1	

CITY OF FERNLEY - VILLA PARK PAVEMENT, SEWER, STORM, & WATER REPLACEMENT	NOTES
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9-21-2023

JOB NO.: 21-349.3A

DATE: 9-21-2023

DESIGNED: PRC/JEC

DRAWN: PRC

CHECKED: JEC

SHEET C2



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SEWER NOTES:

1. MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. LINES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF SEWER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY CITY OF FERNLEY.
4. SEWER SERVICE LATERAL LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. LATERALS TO BE RECONNECTED. SERVICE LATERAL LOCATIONS COULD NOT BE CONFIRMED AT THE TIME OF OUR SURVEY. CONTRACTOR TO VERIFY ALL LATERAL LOCATIONS.
5. EXISTING SEWER LATERALS THAT ARE PVC AND NOT DAMAGED ARE INTENDED TO REMAIN. ASBESTOS LATERALS OR LATERALS OF MATERIALS OTHER THAN PVC SHALL BE REPLACED WITH NEW CLEANOUTS INSTALLED. CONTRACTOR WILL NEED TO VERIFY LATERALS AND PROVIDE CITY OF FERNLEY WITH A REPLACEMENT COUNT IN ADVANCE OF REPLACEMENT.
6. THE EXACT FLOW RATES OF THE EXISTING SEWER MAINS IS UNKNOWN. CONTRACTORS SHALL ASSUME EXISTING MAINS ARE FLOWING AT OR NEAR FULL CAPACITY.

WATER NOTES:

1. EXISTING WATER MAINS WITHIN THE PROJECT AREA ARE TO BE ABANDONED IN PLACE AND KEPT IN SERVICE UNTIL NEW REPLACEMENT SYSTEM IS PLACED INTO SERVICE IN ORDER TO AVOID MAJOR DISRUPTIONS IN SERVICE TO RESIDENCES.
2. WHERE MINIMUM SEPARATION FROM SEWER INFRASTRUCTURE IS NOT POSSIBLE DUE TO SPACE CONSTRAINTS OR EXISTING UTILITIES, WATER MAINS MUST BE PROTECTED PER NDEP AND CITY OF FERNLEY STANDARDS.
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6. TIMEFRAME ALLOWED FOR DISCONNECTING RESIDENT WATER SERVICES TO BE COORDINATED WITH THE CITY OF FERNLEY. CITY OF FERNLEY MUST APPROVE CONTRACTOR'S WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF OSHA PIRATING TO THE TREATMENT OF WORK AREA, THE SAFETY OF WORK, COLLECTION OF MATERIALS CONTAINING ASBESTOS IN IDENTIFIABLE STORAGE CONTAINERS, AND PROPERLY DISPOSING OF STORED MATERIAL BY SOLICITING THE SERVICES OF A REGISTERED ASBESTOS SPECIALIST THROUGHOUT THE PROCESS.
8. REFER TO 'ASBESTOS CONSTRUCTION METHODOLOGY NOTES' ON SHEET C2 FOR ALL REQUIREMENTS FOR ENCOUNTERED ASBESTOS CEMENT PIPE.

OTHER NOTES:

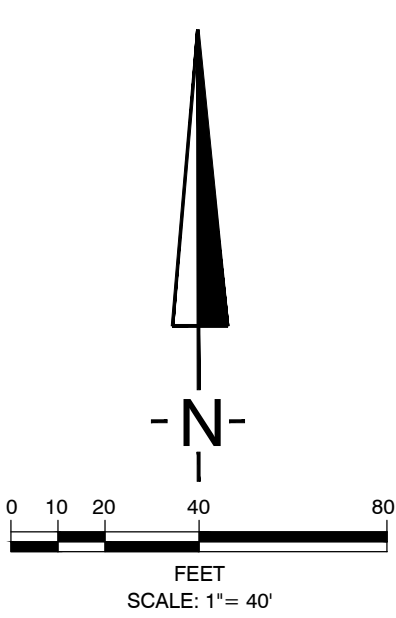
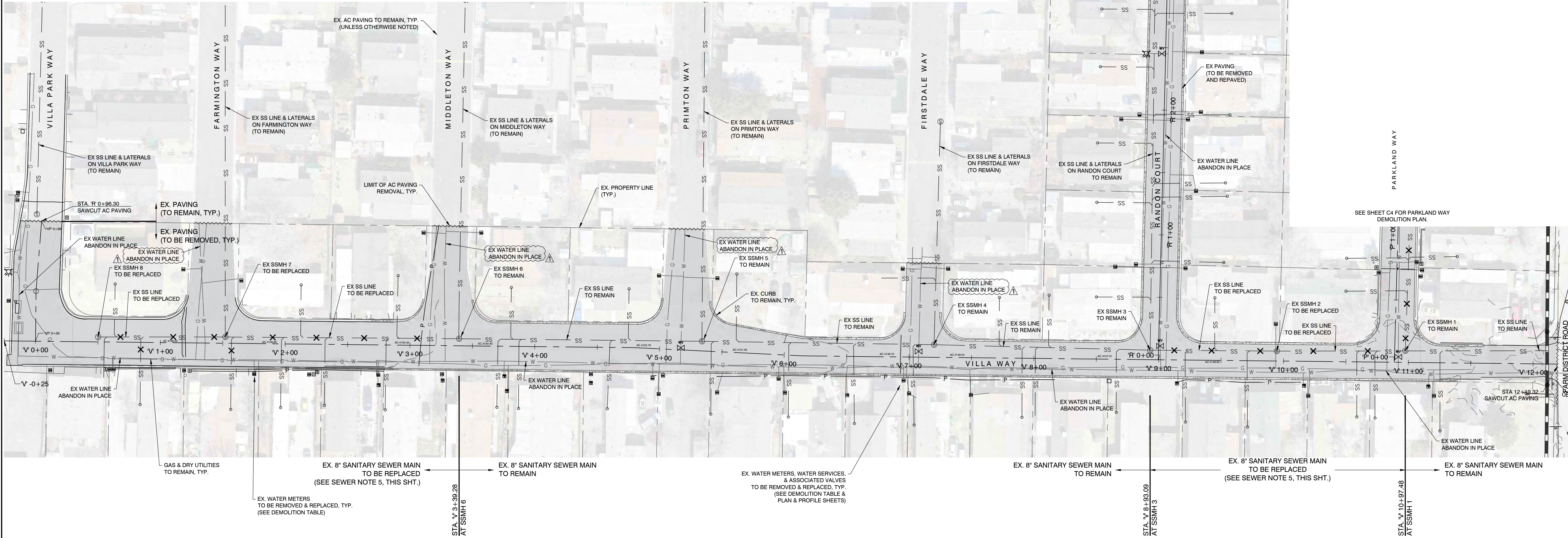
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2. DRAIN ROCK MAY **NOT** BE USED AS BEDDING FOR NEW UTILITY TRENCHING.
3. RESIDENT ACCESS TO THEIR DRIVEWAYS TO BE COORDINATED WITH THE CITY OF FERNLEY. RESIDENTS CANNOT BE RESTRICTED FROM THEIR DRIVEWAYS FOR EXTENDED PERIODS OF TIME. CITY OF FERNLEY MUST APPROVE CONTRACTOR'S PROPOSED WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
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6. AC GRADE SHALL BE 1/8" ABOVE TO GRADE.

LEGEND:

- ~~~~~ SAWCUT LINE
- LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED

DEMOLITION MATERIAL QUANTITIES			
LOCATION	ITEM	QUANTITY	UNIT
VILLA WAY	SAWCUT	180	LF
	AC PAVING	49,170	SF
	SSMH	3	EA
	8" ACP SEWER MAIN	493	LF
	12" ACP WATER MAIN (ABANDON)	1,250	LF
	WATER SERVICE	24	EA
RANDON COURT	WATER METER	24	EA
	WATER VALVES	4	EA
	AC PAVING	16,750	SF
	6" ACP WATER MAIN (ABANDON)	450	LF
VILLA PARK WAY	WATER SERVICE	9	EA
	WATER METER	9	EA
	WATER VALVES	1	EA
	SAWCUT	34	LF
	AC PAVING	2,902	SF
	6" ACP WATER MAIN (ABANDON)	110	LF
	WATER SERVICE	1	EA
	WATER METER	1	EA
	WATER VALVES	2	EA

NOTE: QUANTITIES SHOWN ARE APPROXIMATE BASED ON THE BEST AVAILABLE INFORMATION PROVIDED TO RCI. RCI ACCEPTS NO RESPONSIBILITY FOR ACCURACY OF ACTUAL QUANTITIES. CONTRACTOR IS RESPONSIBLE TO VERIFY ACTUAL QUANTITIES IN THE FIELD.



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REVISION	DATE
ADDENDUM 1 REVISIONS	10/23/2023

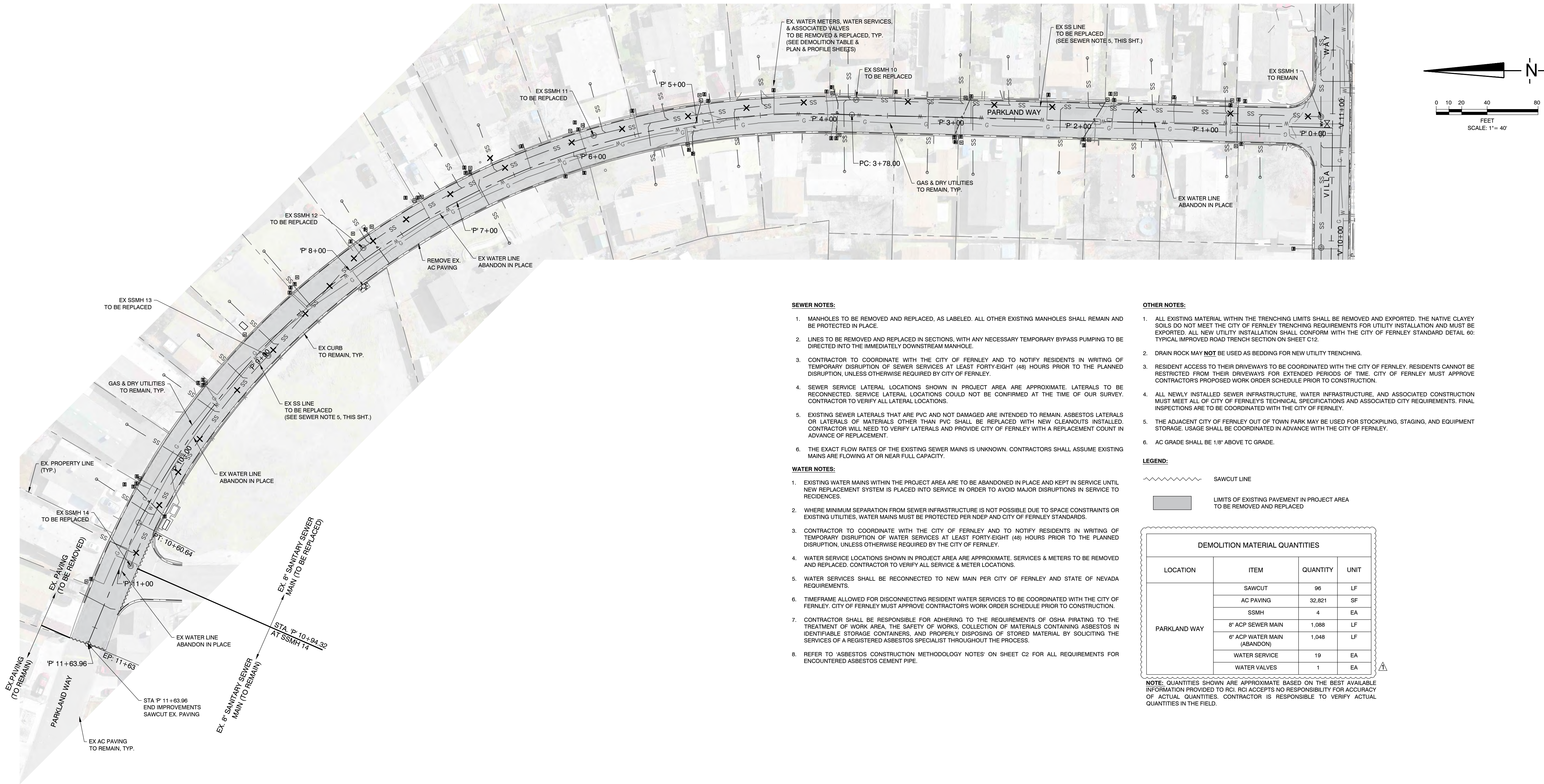
CITY OF FERNLEY - VILLA PARK PAVEMENT, SEWER, STORM, & WATER REPLACEMENT	9-21-2023
VILLA WAY, VILLA PARK WAY, & RANDON COURT DEMOLITION PLAN	21-349.3A

DESIGNED: PRC/JEC	DATE: 9-21-2022
DRAWN: PRC	
CHECKED: JEC	

SHEET C3

811
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REGISTERED PROFESSIONAL ENGINEER • STATE OF NEVADA
NO. 133661
JOSEPH E. CACIOPPO
EXP. 12/31/22
CIVIL



SEWER NOTES:

1. MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. LINES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
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OTHER NOTES:

1. ALL EXISTING MATERIAL WITHIN THE TRENCHING LIMITS SHALL BE REMOVED AND EXPORTED. THE NATIVE CLAYEY SOILS DO NOT MEET THE CITY OF FERNLEY TRENCHING REQUIREMENTS FOR UTILITY INSTALLATION AND MUST BE EXPORTED. ALL NEW UTILITY INSTALLATION SHALL CONFORM WITH THE CITY OF FERNLEY STANDARD DETAIL 60: TYPICAL IMPROVED ROAD TRENCH SECTION ON SHEET C12.
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LEGEND:

- ~~~~~ SAWCUT LINE
- [Hatched Box] LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED

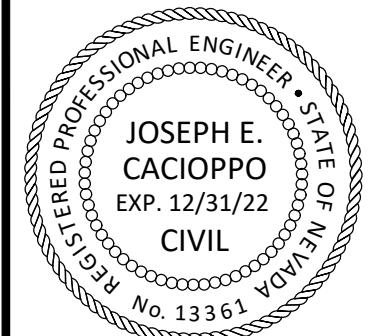
DEMOLITION MATERIAL QUANTITIES			
LOCATION	ITEM	QUANTITY	UNIT
PARKLAND WAY	SAWCUT	96	LF
	AC PAVING	32,821	SF
	SSMH	4	EA
	8" ACP SEWER MAIN	1,088	LF
	6" ACP WATER MAIN (ABANDON)	1,048	LF
	WATER SERVICE	19	EA
	WATER VALVES	1	EA

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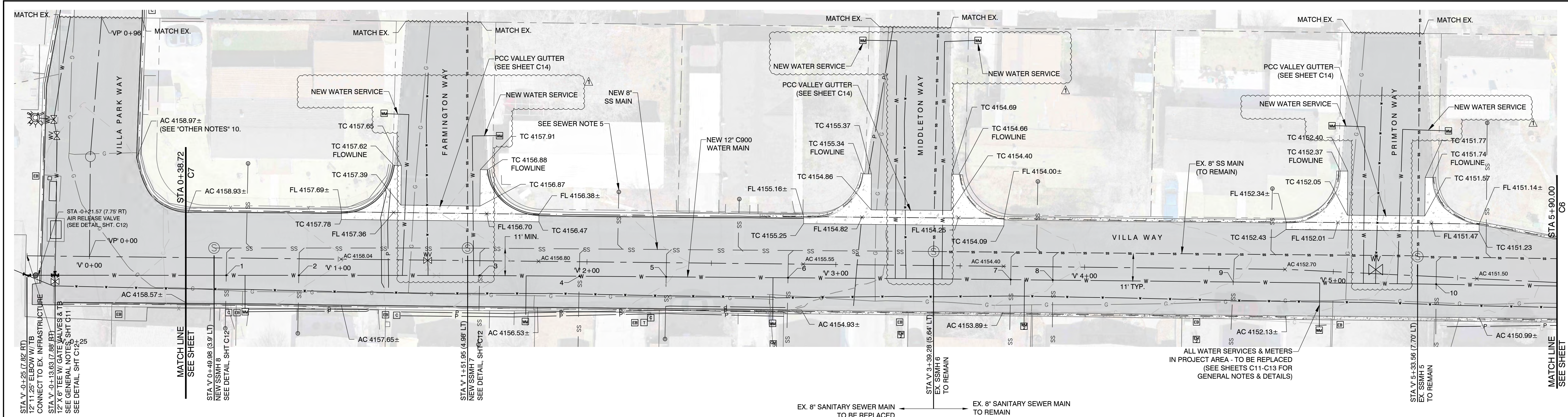


REVISION	DATE
ADDENDUM 1 REVISIONS	10/23/2023

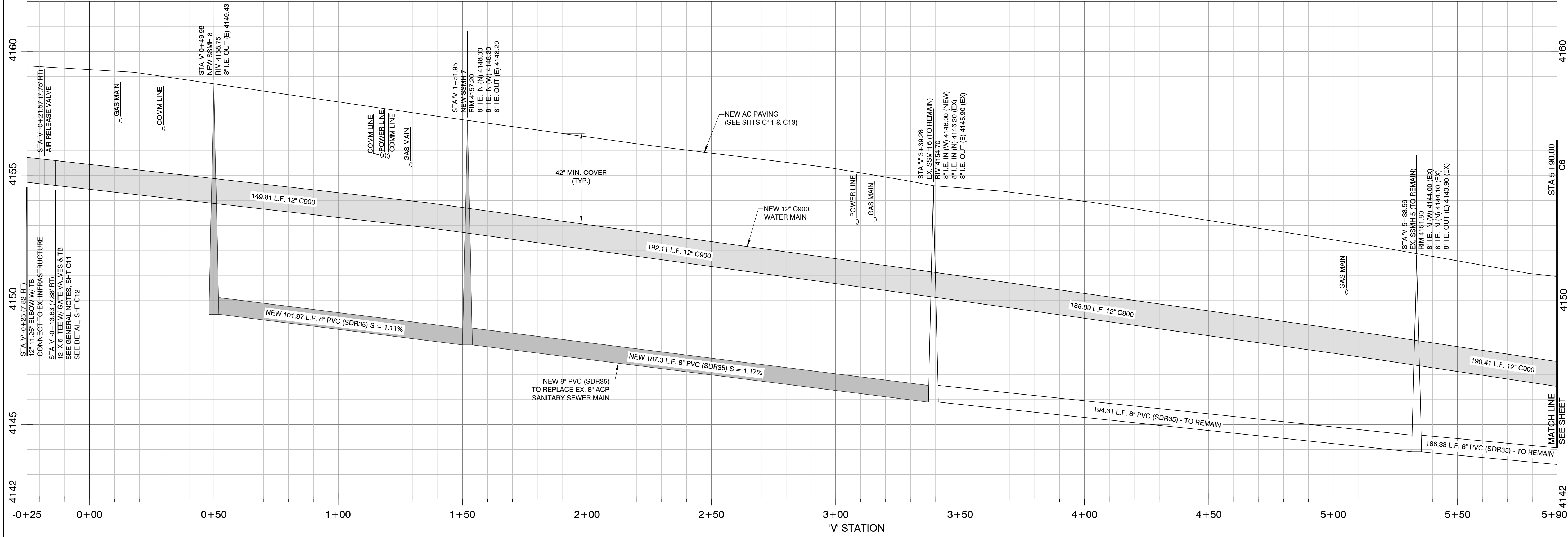
CITY OF FERNLEY - VILLA PARK PAVEMENT, SEWER, STORM, & WATER REPLACEMENT	PARKLAND WAY DEMOLITION PLAN
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JOB NO.:	21-349.3A
DATE:	9-21-2022
DESIGNED:	PRC/JEC
DRAWN :	PRC
CHECKED:	JEC



VILLA WAY PROFILE



SEWER NOTES:

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- SEWER SERVICE LATERALS SHALL BE RECONNECTED TO NEW 8" SDR35 PVC SS LINES PER CITY OF FERNLEY REQUIREMENTS.
- THE ELEVATION AND SIZE OF EX. UTILITIES SHOWN IS APPROXIMATE AND MUST BE VERIFIED BY THE CONTRACTOR.
- CONTRACTOR RESPONSIBLE FOR VERIFYING MANHOLE RIM AND INVERT ELEVATIONS PRIOR TO ORDERING. CONTRACTOR RESPONSIBLE FOR NOTIFYING ENGINEER OF ANY RIM OR INVERT ELEVATIONS.
- LATERAL CONNECTION TO THE NEW MAIN SHALL BE A STANDARD WYE, TEE, OR SADDLE. IF A SADDLE CONNECTION IS USED, IT SHALL BE A ROMAC "CB" SADDLE OR EQUAL, TO BE CORE DRILLED OR SAWN TO PRODUCE A CIRCULAR OPENING AND SHALL INCORPORATE A RESILIENT GASKET WITH STAINLESS STEEL HARDWARE AND CONCRETE ENCASED.

WATER NOTES:

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- AC PAVING GRADES SHALL GENERALLY MATCH EXISTING. AC PAVING SHALL BE SET 1/8" ABOVE LIP OF GUTTER.
- ALL STREETS SHALL BE CROWNED WITH A 2% CROSS SLOPE.
- WHERE WATER AND SEWER INFRASTRUCTURE CROSS, PLEASE REFERENCE WATER-SEWER SEPARATION GUIDELINES DETAIL ON SHEET C13. WHERE SEWER & WATER ARE SEPARATED BY GREATER THAN OR EQUAL TO 2' SEWER LATERALS MUST BE 12" MINIMUM, BELOW THE WATER MAIN. IF ADDITIONAL CROSSINGS REQUIRING MITIGATION BE DISCOVERED DURING CONSTRUCTION, CONTRACTOR TO COORDINATE WITH DESIGN ENGINEER.
- AC GRADE SHALL BE 1/8" ABOVE TO GRADE.

LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED

811

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JOSEPH E. CACIOPPO
EXP. 12/31/22
CIVIL
No. 13361

9-21-2023
JOB NO.: 21-349.3A
DATE: 9-21-2022
DESIGNED: PRC/JEC
DRAWN: PRC
CHECKED: JEC
SHEET C5

Engineering • Surveying • Water Rights
Resources & Environmental Services

Carson City
340 N. Minnesota St.
Carson City, NV 89703-4152
775-683-1600

Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
775-588-7500

ROI

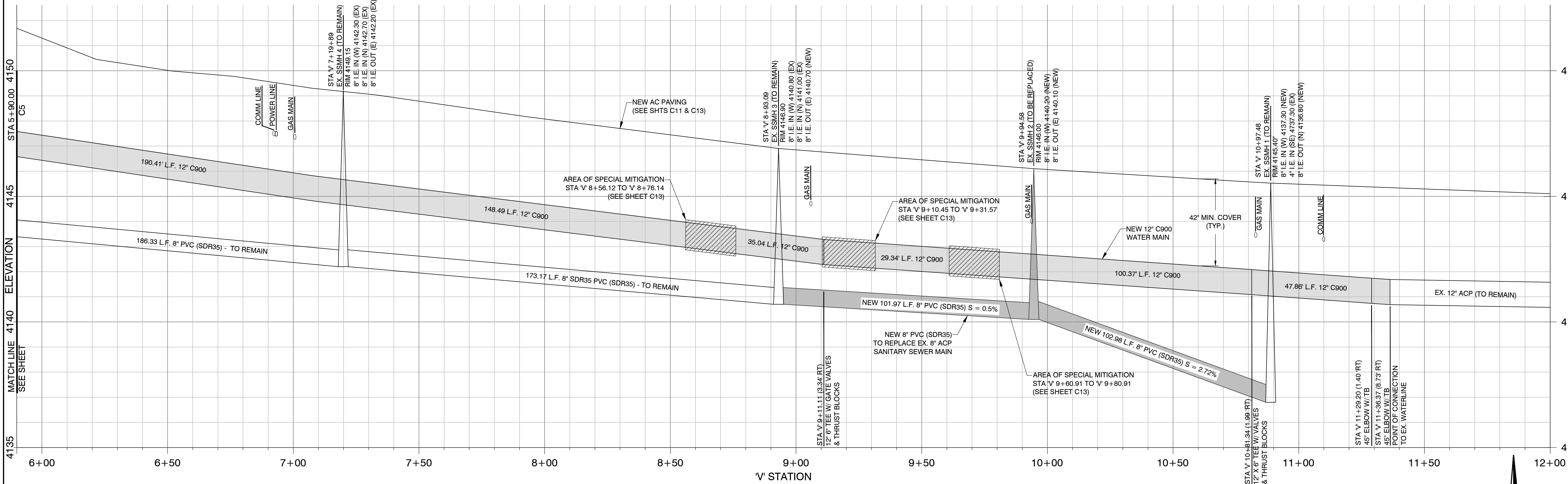
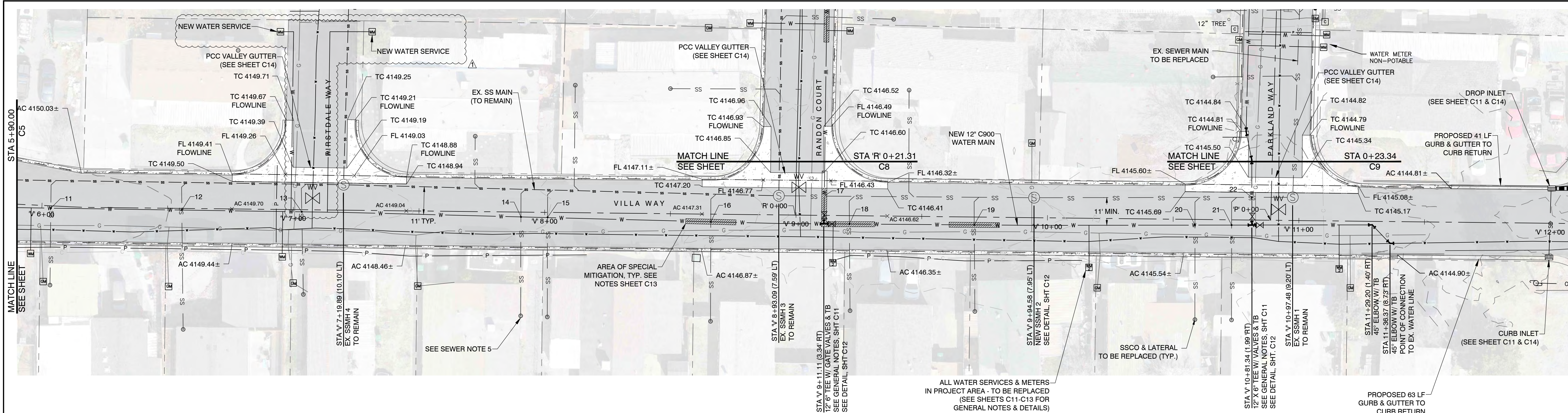
Resource Concepts Inc

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

'V' PLAN & PROFILE,
STA -0+25 TO 5+90

DATE: 10/23/2023
REVISION: ADDENDUM 1 REVISIONS

Page 461 of 488

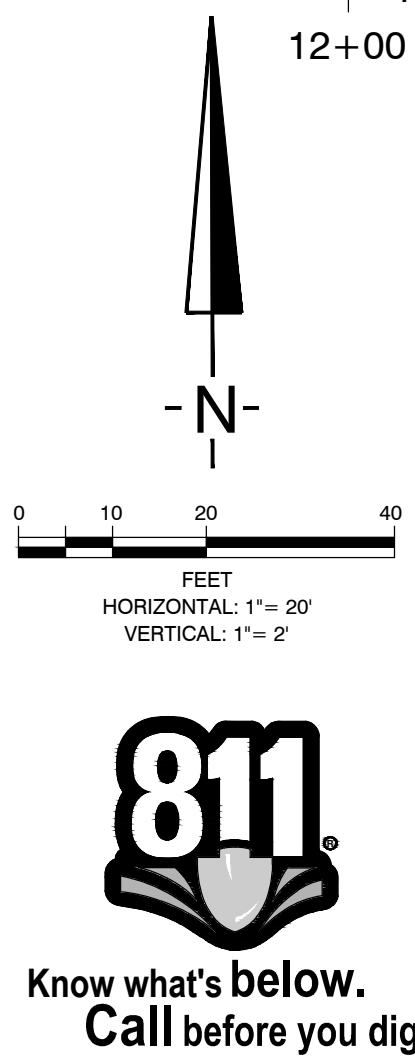


- SEWER NOTES:**
- MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
 - PIPES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
 - CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF SEWER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY CITY OF FERNLEY.
 - SEWER SERVICE LATERAL LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. LATERALS TO BE RECONNECTED. SERVICE LATERAL LOCATIONS COULD NOT BE CONFIRMED AT THE TIME OF OUR SURVEY. CONTRACTOR TO VERIFY ALL LATERAL LOCATIONS.
 - EXISTING SEWER LATERALS THAT ARE PVC AND NOT DAMAGED ARE INTENDED TO REMAIN. ASBESTOS LATERALS OR LATERALS OF MATERIALS OTHER THAN PVC SHALL BE REPLACED WITH NEW CLEANOUTS INSTALLED. CONTRACTOR WILL NEED TO VERIFY LATERALS AND PROVIDE CITY OF FERNLEY WITH A REPLACEMENT COUNT IN ADVANCE OF REPLACEMENT.
 - THE EXACT FLOW RATES OF THE EXISTING SEWER MAINS IS UNKNOWN. CONTRACTORS SHALL ASSUME EXISTING MAINS ARE FLOWING AT OR NEAR FULL CAPACITY.
 - SEWER SERVICE LATERALS SHALL BE RECONNECTED TO NEW 8" SDR35 PVC S/S LINES PER CITY OF FERNLEY REQUIREMENTS.
 - THE ELEVATION AND SIZE OF EX. UTILITIES SHOWN IS APPROXIMATE AND MUST BE VERIFIED BY THE CONTRACTOR.
 - CONTRACTOR RESPONSIBLE FOR VERIFYING MANHOLE RIM AND INVERT ELEVATIONS PRIOR TO ORDERING. CONTRACTOR RESPONSIBLE FOR NOTIFYING ENGINEER OF ANY RIM OR INVERT ELEVATIONS.
 - LATERAL CONNECTION TO THE NEW MAIN SHALL BE A STANDARD WYE, TEE, OR SADDLE. IF A SADDLE CONNECTION IS USED, IT SHALL BE A ROMAC® SADDLE OR EQUAL TO BE CORE DRILLED OR SAWN TO PRODUCE A CIRCULAR OPENING AND SHALL INCORPORATE A RESILIENT GASKET WITH STAINLESS STEEL HARDWARE AND CONCRETE ENCASED.

- WATER NOTES:**
- EXISTING WATER MAINS WITHIN THE TRENCHING LIMITS SHALL BE REMOVED AND EXPORTED. THE NATIVE CLAYEY SOILS DO NOT MEET THE CITY OF FERNLEY TRENCHING REQUIREMENTS FOR UTILITY INSTALLATION AND MUST BE EXPORTED. ALL NEW UTILITY INSTALLATION SHALL CONFORM WITH THE CITY OF FERNLEY STANDARD DETAIL 60: TYPICAL IMPROVED ROAD TRENCH SECTION ON SHEET C12.
 - WHERE MINIMUM SEPARATION FROM SEWER INFRASTRUCTURE IS NOT POSSIBLE DUE TO SPACE CONSTRAINTS OR EXISTING UTILITIES, WATER MAINS MUST BE PROTECTED PER NDEP AND CITY OF FERNLEY STANDARDS.
 - CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF WATER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY THE CITY OF FERNLEY.
 - WATER SERVICE LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. SERVICES & METERS TO BE REMOVED AND REPLACED. CONTRACTOR TO VERIFY ALL SERVICE & METER LOCATIONS.
 - WATER SERVICES SHALL BE RECONNECTED TO NEW MAIN PER CITY OF FERNLEY AND STATE OF NEVADA REQUIREMENTS.
 - TIMEFRAME ALLOWED FOR DISCONNECTING RESIDENT WATER SERVICES TO BE COORDINATED WITH THE CITY OF FERNLEY. CITY OF FERNLEY MUST APPROVE CONTRACTOR'S WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF OSHA REGARDING THE TREATMENT OF WORK AREA, THE SAFETY OF WORKS, COLLECTION OF MATERIALS CONTAINING ASBESTOS IN IDENTIFIABLE STORAGE CONTAINERS, AND PROPERLY DISPOSING OF STORED MATERIAL. BY SOLICITING THE SERVICES OF A REGISTERED ASBESTOS SPECIALIST THROUGHOUT THE PROCESS.
 - REFER TO 'ASBESTOS CONSTRUCTION METHODOLOGY NOTES' ON SHEET C2 FOR ALL REQUIREMENTS FOR ENCOUNTERED ASBESTOS CEMENT PIPE.

- OTHER NOTES:**
- ALL EXISTING MATERIAL WITHIN THE TRENCHING LIMITS SHALL BE REMOVED AND EXPORTED. THE NATIVE CLAYEY SOILS DO NOT MEET THE CITY OF FERNLEY TRENCHING REQUIREMENTS FOR UTILITY INSTALLATION AND MUST BE EXPORTED. ALL NEW UTILITY INSTALLATION SHALL CONFORM WITH THE CITY OF FERNLEY STANDARD DETAIL 60: TYPICAL IMPROVED ROAD TRENCH SECTION ON SHEET C12.
 - DRAIN ROCK MAY NOT BE USED AS BEDDING FOR NEW UTILITY TRENCHING.
 - RESIDENT ACCESS TO THEIR DRIVEWAYS TO BE COORDINATED WITH THE CITY OF FERNLEY. RESIDENTS CANNOT BE RESTRICTED FROM THEIR DRIVEWAYS FOR EXTENDED PERIODS OF TIME. CITY OF FERNLEY MUST APPROVE CONTRACTOR'S PROPOSED WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
 - ALL NEWLY INSTALLED SEWER INFRASTRUCTURE, WATER INFRASTRUCTURE, AND ASSOCIATED CONSTRUCTION MUST MEET ALL OF CITY OF FERNLEY'S TECHNICAL SPECIFICATIONS AND ASSOCIATED CITY REQUIREMENTS. FINAL INSPECTIONS ARE TO BE COORDINATED WITH THE CITY OF FERNLEY.
 - THE ADJACENT CITY OF FERNLEY OUT OF TOWN PARK MAY BE USED FOR STOCKPILING, STAGING, AND EQUIPMENT STORAGE. USAGE SHALL BE COORDINATED IN ADVANCE WITH THE CITY OF FERNLEY.
 - AC PAVING GRADES SHALL GENERALLY MATCH EXISTING. AC PAVING SHALL BE SET 1/8" ABOVE LF OF GUTTER.
 - ALL STREETS SHALL BE CROWNED WITH A 2% CROSS SLOPE.
 - WHERE WATER AND SEWER INFRASTRUCTURE CROSS, PLEASE REFERENCE WATER-SEWER SEPARATION GUIDELINES DETAIL ON SHEET C13. WHERE SEWER & WATER ARE SEPARATED BY GREATER THAN OR EQUAL TO 2' SEWER LATERALS MUST BE 12" MINIMUM BELOW THE WATER MAIN. IF ADDITIONAL CROSSINGS REQUIRING MITIGATION BE DISCOVERED DURING CONSTRUCTION, CONTRACTOR TO COORDINATE WITH DESIGN ENGINEER.
 - AC GRADE SHALL BE 1/8" ABOVE TC GRADE.

LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED



Engineering • Surveying • Water Rights
Resources & Environmental Services

Resource Concepts Inc

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775-588-7500

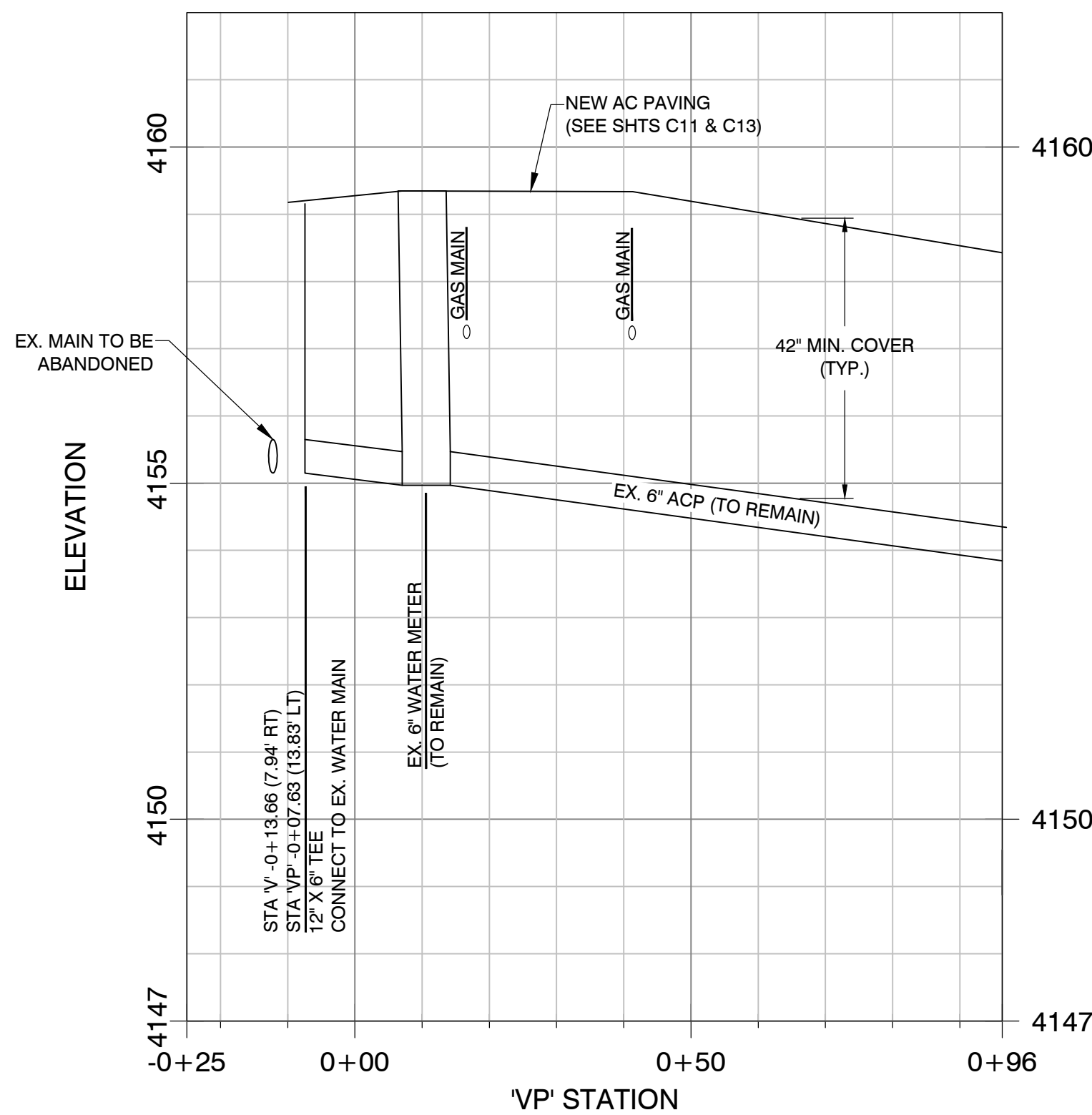
REVISION	DATE	DESCRIPTION
ADDENDUM 1	10/23/2023	REVISIONS

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

'V' PLAN & PROFILE,
5+90 TO 12+00

JOSEPH E. CACIOPPO
CIVIL
No. 13361
EXP. 12/31/22

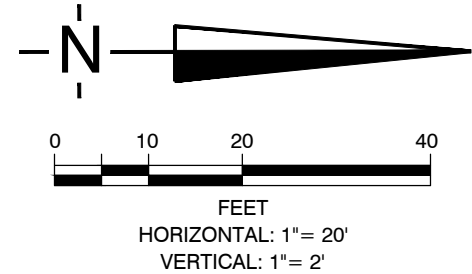
9-21-2023
JOB NO.: 21-349.3A
DATE: 9-21-2022
DESIGNED: PRC/JEC
DRAWN: PRC
CHECKED: JEC
SHEET C6



1. MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. LINES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FENLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF SEWER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY CITY OF FENLEY.
4. SEWER SERVICE LATERAL LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. LATERALS TO BE RECONNECTED SERVICE LATERAL LOCATIONS COULD NOT BE RECALLED AT THE TIME OF OUR SURVEY. CONTRACTOR TO VERIFY ALL LATERAL LOCATIONS.
5. EXISTING SEWER LATERALS THAT ARE PVC AND NOT DAMAGED ARE INTENDED TO REMAIN. ASBESTOS LATERALS OR LATERALS OF MATERIALS OTHER THAN PVC SHALL BE REPLACED WITH NEW CLEANOUTS INSTALLED. CONTRACTOR WILL NEED TO VERIFY LATERALS AND PROVIDE CITY OF FENLEY WITH A REPLACEMENT COUNT IN ADVANCE OF REPLACEMENT.
6. THE EXACT FLOW RATES OF THE EXISTING SEWER MAINS IS UNKNOWN. CONTRACTORS SHALL ASSUME EXISTING MAINS ARE FLOWING AT OR NEAR FULL CAPACITY.
7. SEWER SERVICE LATERALS SHALL BE RECONNECTED TO NEW 8"SDRS PVC 30' SLINES PER CITY OF FENLEY REQUIREMENTS.
8. THE ELEVATION AND SIZE OF EX. UTILITIES SHOWN IS APPROXIMATE AND MUST BE VERIFIED BY THE CONTRACTOR.
9. CONTRACTOR RESPONSIBLE FOR VERIFYING MANHOLE RIM AND INVERT ELEVATIONS PRIOR TO ORDERING. CONTRACTOR RESPONSIBLE FOR NOTIFYING ENGINEER OF ANY RIM OR INVERT VARIATIONS.
10. LATERAL CONNECTION TO THE NEW MAIN SHALL BE A STANDARD WYE, TEE, OR SADDLE. IF A SADDLE CONNECTION IS USED, IT SHALL BE A ROMARK "C" SADDLE OR EQUAL. IT TO BE CORE DRILLED OR SAWN TO PRODUCE A CIRCULAR OPENING AND SHALL INCORPORATE A RESILIENT GASKET WITH STAINLESS STEEL HARDWARE AND CONCRETE ENCASED.

1. EXISTING WATER MAINS WITHIN THE PROJECT AREA ARE TO BE ABANDONED IN PLACE AND KEPT IN SERVICE UNTIL NEW REPLACEMENT SYSTEM IS PLACED INTO SERVICE IN ORDER TO AVOID MAJOR DISRUPTIONS IN SERVICE TO RESIDENTS.
2. WHERE MINIMAL SEPARATION FROM SEWER INFRASTRUCTURE IS NOT POSSIBLE DUE TO SPACE CONSTRAINTS OR EXISTING UTILITY WATER MAINS MUST BE PROTECTED PER NHP AND CITY OF FENNELLY STANDARDS.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FENNELLY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF WATER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY THE CITY OF FENNELLY.
4. WATER SERVICE LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. SERVICES & METERS TO BE REMOVED AND REPLACED. CONTRACTOR TO VERIFY ALL CITY OF FENNELLY & METER LOCATIONS.
5. WATER SERVICES SHALL BE RECONNECTED TO NEW MAIN PER CITY OF FENNELLY AND STATE OF NEVADA REQUIREMENTS.
6. TIMEFRAME ALLOWED FOR DISCONNECTING RESIDENT WATER SERVICES TO BE COORDINATED WITH THE CITY OF FENNELLY. CITY OF FENNELLY MUST ADVISE CONTRACTOR WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF OSHA PERTAINING TO THE TREATMENT OF WORK AREA, THE SAFETY OF WORKERS, COLLECTION OF MATERIALS CONTAINING ASBESTOS IN IDENTIFIABLE STORAGE CONTAINERS, AND PROPERLY DISPOSING OF STORED MATERIAL BY SOLICITING THE SERVICES OF A REGISTERED ASBESTOS SPECIALIST THROUGHTOUT THE PROCESS.
8. REFER TO ASBESTOS CONTAMINATION METHODOLOGY NOTES ON SHEET C2 FOR ALL REQUIREMENTS FOR ENCOUNTERED ASBESTOS CEMENT PIPE.

1. ALL EXISTING MATERIAL WITHIN THE TRENCING LIMITS SHALL BE REMOVED AND EXPORTED. THE NATIVE CLAYEY SILTS DO NOT MEET THE CITY OF FENLEY TRENCING REQUIREMENTS FOR UTILITY INSTALLATION AND MUST BE REPLACED WITH NEW UTILITY MATERIAL THAT CONFORMS WITH THE CITY OF FENLEY STANDARD DETAIL 60 (TYPICAL) IMPROVED ROAD TRENCH SECTION ON SHEET C12.
2. DRAIN RAKE MAY NOT BE USED AS BEDDING FOR NEW UTILITY TRENCHING.
3. RESIDENT ACCESS TO THEIR DRIVEWAYS TO BE COORDINATED WITH THE CITY OF FENLEY. RESIDENTS CANNOT BE RESTRICTED FROM THEIR DRIVEWAYS FOR EXTENDED PERIODS OF TIME. THE CITY OF FENLEY MUST APPROVE CONTRACTORS PROPOSED WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
4. ALL NEWLY INSTALLED SEWER INFRASTRUCTURE, WATER INFRASTRUCTURE, AND ASSOCIATED CONSTRUCTION MUST MEET ALL CITY OF FENLEY'S TECHNICAL SPECIFICATIONS AND ASSOCIATED CITY REQUIREMENTS. FINAL INSPECTIONS ARE TO BE COORDINATED WITH THE CITY OF FENLEY.
5. THE ADJACENT CITY OF FENLEY OUT OF TOWN PARK MAY BE USED FOR STOCKPILING, STAGING, AND EQUIPMENT STORAGE. USAGE SHALL BE COORDINATED IN ADVANCE WITH THE CITY OF FENLEY.
6. AC PAVING GRADINGS SHALL GENERALLY MATCH EXISTING. AC PAVING SHALL BE SET 1/8" ABOVE LI OF GUTTER.
7. ALL STREETS SHALL BE CROWNED WITH A 2% CROSS SLOPE.
8. WHERE WATER AND SEWER INFRASTRUCTURE CROSS, PLEASE REFERENCE WATER-SEWER SEPARATION GUIDELINES DETAIL ON SHEET C13. WHERE SEWER & WATER ARE SEPARATED BY GREATER THAN OR EQUAL TO 2' SEWER LATERALS, MUST BE 12" MINIMUM, BELOW THE WATER MAIN. IF ADDITIONAL CROSSINGS REQUIRING MITIGATION BE DISCOVERED DURING CONSTRUCTION, CONTRACTOR TO COORDINATE WITH DESIGN ENGINEER.
9. AC GRADE SHALL BE 1/8" ABOVE TO GRADE.
10. AC GRADE SHALL BE SET TO MAINTAIN FLOWS DRAINING TO THE NORTH ALONG VILLA PARK WAY.

LIMITS OF EXISTING PAVEMENT IN PROJECT AREA
TO BE REMOVED AND REPLACED

Know what's **below**.
Call before you dig

REVISION	DATE
1. ADDENDUM 1 REVISIONS	10/23/2023

CITY OF FERNLEY - VILLA PARK

PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

'VP' PLAN & PROFILE,

0+00 TO 0+96.30



9-21-2023

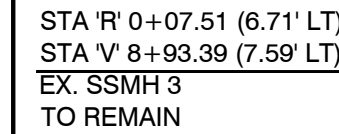
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DATE: 9-21-2023

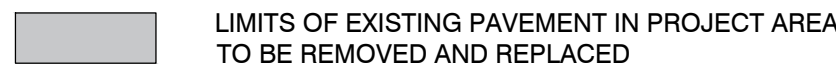
DESIGNED: PRC/JEC

DRAWN : PRC

SHEET C7



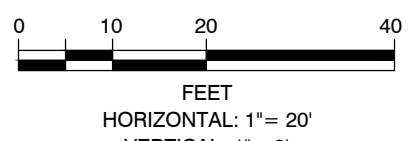
STA 'R' 4+46.10 (46.24')
AIR RELEASE VALVE
STA 'R' 4+53.72 (6.69' F)
6" X 1.5" TEE W/ TB
STA 'R' 4+63 (6.59' RT)



1. MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. LINES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF SEWER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY CITY OF FERNLEY.
4. SEWER SERVICE LATERAL LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. LATERALS TO BE RECONNECTED. SEWER SERVICE LATERAL LOCATIONS COULD NOT BE CONFIRMED AT THE TIME OF OUR SURVEY. CONTRACTOR TO VERIFY ALL LATERAL LOCATIONS.
5. EXISTING SEWER LATERALS THAT ARE PVC AND NOT DAMAGED ARE INTENDED TO REMAIN. ASBESTOS LATERALS OR LATERALS OF OTHER MATERIALS OTHER THAN PVC SHALL BE REPLACED WITH NEW CLEANOUTS INSTALLED. CONTRACTOR WILL NEED TO VERIFY LATERALS AND PROVIDE CITY OF FERNLEY WITH A REPLACEMENT COUNT IN ADVANCE OF REPLACEMENT.
6. THE EXACT FLOW RATES OF THE EXISTING SEWER MAINS IS UNKNOWN. CONTRACTORS SHALL ASSUME EXISTING MAINS ARE FLOWING AT OR NEAR FULL CAPACITY.
7. SEWER SERVICE LATERALS SHALL BE RECONNECTED TO NEW 8" SDR35 PVC SS LINES PER CITY OF FERNLEY REQUIREMENTS.
8. THE ELEVATION AND SIZE OF EX. UTILITIES SHOWN IS APPROXIMATE AND MUST BE VERIFIED BY THE CONTRACTOR.
9. CONTRACTOR RESPONSIBLE FOR VERIFYING MANHOLE RIM AND INVERT ELEVATIONS PRIOR TO ORDERING CONTRACTOR RESPONSIBLE FOR NOTIFYING ENGINEER OF ANY RIM OR INVERT ELEVATIONS.
10. LATERAL CONNECTION TO THE NEW MAIN SHALL BE A STANDARD WYE, TEE, OR SADDLE. IF A SADDLE CONNECTION IS REQUIRED, IT SHALL BE A RIGID PVC SADDLE OR EQUAL, TO BE CORE DRILLED OR SAWN TO PRODUCE A CIRCULAR OPENING AND SHALL INCORPORATE A RESILIENT GASKET WITH STAINLESS STEEL HARDWARE AND CEMENT ENCASED.

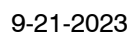
1. EXISTING WATER MAINS WITHIN THE PROJECT AREA ARE TO BE ABANDONED IN PLACE AND KEPT IN SERVICE UNTIL NEW REPLACEMENT SYSTEM IS PLACED INTO SERVICE IN ORDER TO AVOID NONDISRUPTION OF EXISTING UTILITIES. WATER MAINS MUST BE PROTECTED PER NDEP AND CITY OF FERNLEY STANDARDS.
2. WHERE MINIMUM SEPARATION FROM SEWER INFRASTRUCTURE IS NOT POSSIBLE DUE TO SPACE CONSTRAINTS, EXISTING UTILITIES, WATER MAINS MUST BE PROTECTED PER NDEP AND CITY OF FERNLEY STANDARDS.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF WATER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY THE CITY OF FERNLEY.
4. WATER SERVICE LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. SERVICES & METERS TO BE REMOVED AND REPLACED. CONTRACTOR TO VERIFY ALL SERVICES & METER LOCATIONS.
5. WATER SERVICES SHALL BE RECONNECTED TO NEW MAIN PER CITY OF FERNLEY AND STATE OF NEVADA REQUIREMENTS.
6. TIMEFRAME ALLOWED FOR DISCONNECTING RESIDENT WATER SERVICES TO BE COORDINATED WITH THE CITY OF FERNLEY. CITY OF FERNLEY MUST APPROVE CONTRACTOR'S WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF OSHA RELATING TO THE TREATMENT OF WORK AREA, THE SAFETY OF WORKS, COLLECTION OF MATERIALS CONTAINING ASBESTOS IN IDENTIFIABLE STORAGE CONTAINERS, AND PROPERLY DISPOSING OF ASBESTOS PRIOR TO CONSTRUCTION. THE SERVICES OF A REGISTERED ASBESTOS SPECIALIST THROUGHOUT THE PROCESS.
8. REFER TO ASBESTOS CONSTRUCTION METHODOLOGY NOTES' ON SHEET C2 FOR ALL REQUIREMENTS FOR UNCOVERED ASBESTOS CEMENT PIPE.

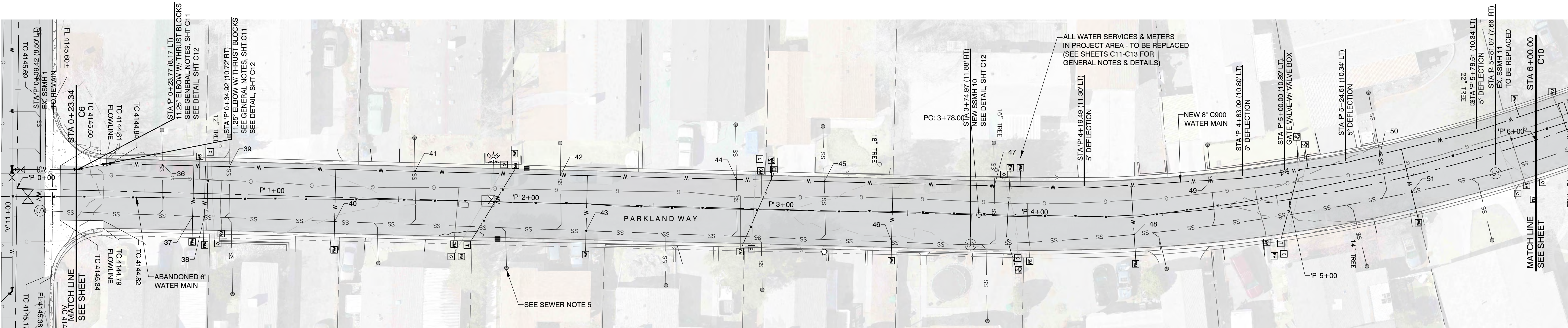
1. ALL EXISTING MATERIAL WITHIN THE TRENCING LIMITS SHALL BE REMOVED AND EXPORTED. THE NATIVE CLAY/CEMENT SOLIDS DO NOT MEET THE CITY OF FERNLEY TRENCING REQUIREMENTS FOR UTILITY INSTALLATION AND MUST BE EXPORTED. ALL NEW UTILITY INSTALLATION SHALL CONFORM WITH THE CITY OF FERNLEY STANDARD DETAIL 50 (TYPICAL) IMPROVED ROAD TRENCH SECTION ON SHEET C12.
2. DRAIN ROK MAY **NOT** BE USED AS BEDDING FOR NEW UTILITY TRENCING.
3. RESIDENT ACCESS TO THEIR DRIVEWAYS TO BE COORDINATED WITH THE CITY OF FERNLEY. RESIDENTS CANNOT BE RESTRICTED FROM THEIR DRIVEWAYS FOR EXTENDED PERIODS OF TIME. CITY OF FERNLEY MUST APPROVE CONTRACTORS PROPOSED WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
4. ALL NEWLY INSTALLED SEWER INFRASTRUCTURE, WATER INFRASTRUCTURE, AND ASSOCIATED CONNECTIONS MUST MEET ALL OF CITY OF FERNLEY'S TECHNICAL SPECIFICATIONS AND ASSOCIATED CITY REQUIREMENTS. FINAL CONNECTIONS ARE TO BE COORDINATED WITH THE CITY OF FERNLEY.
5. THE ADJACENT CITY OF FERNLEY OUT OF TOWN PARK MAY BE USED FOR STOCKPILING, STAGING, AND EQUIPMENT STORAGE. USAGE SHALL BE COORDINATED IN ADVANCE WITH THE CITY OF FERNLEY.
6. AC PAVING GRASSES SHALL GENERALLY MATCH EXISTING. AC PAVING SHALL BE SET 1"R ABOVE UP OF GUTTER.
7. ALL STREETS SHALL BE CROWNED WITH A 2% CROSS SLOPE.
8. WHERE WATER AND SEWER INFRASTRUCTURE CROSS, PLEASE REFERENCE WATER-SEWER SEPARATION GUIDELINES DETAIL ON SHEET C13. SEWER SHALL BE SEPARATED BY GREATER THAN OR EQUAL TO 2 FEET LATERALS. MINIMUM 24" DIA. WATER MAIN IF ADDITIONAL CROSSINGS REQUIRING MITIGATION BE DISCOVERED DURING CONSTRUCTION, CONTRACTOR TO COORDINATE WITH DESIGN ENGINEER.
9. AC GRADE SHALL BE 1"R ABOVE TO GRADE.



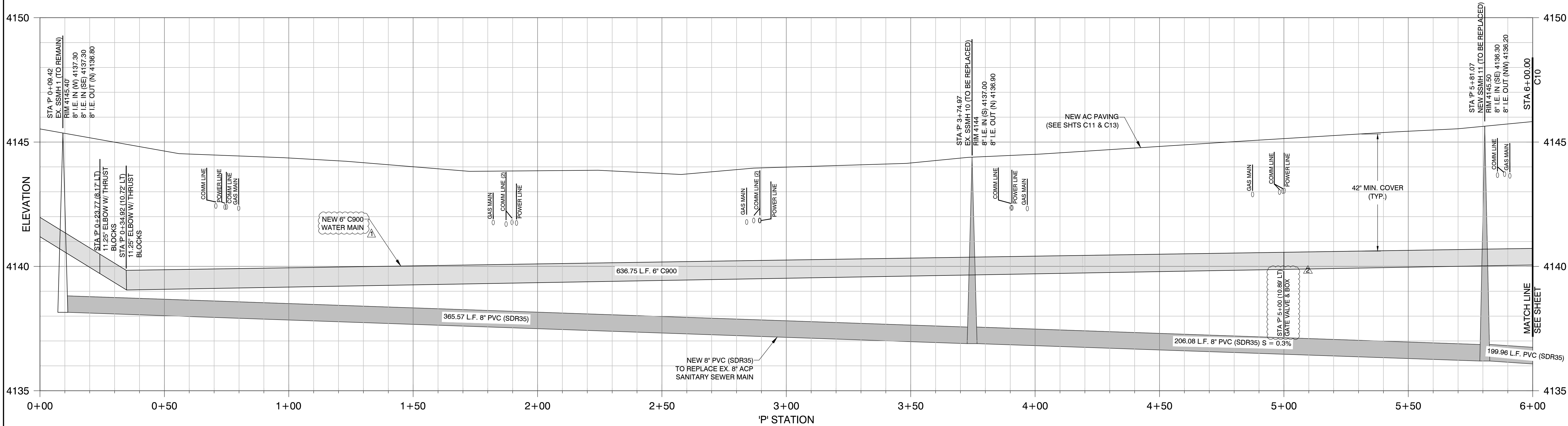
CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

'R' PLAN & PROFILE,
0+00 TO 4+63

SHEET C8



PARKLAND WAY PROFILE



SEWER NOTES:

1. MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. LINES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF SEWER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY CITY OF FERNLEY.
4. SEWER SERVICE LATERAL LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. LATERALS TO BE RECONNECTED. SERVICE LATERAL LOCATIONS COULD NOT BE CONFIRMED AT THE TIME OF OUR SURVEY. CONTRACTOR TO VERIFY ALL LATERAL LOCATIONS.
5. EXISTING SEWER LATERALS THAT ARE PVC AND NOT DAMAGED ARE INTENDED TO REMAIN. ASBESTOS LATERALS OR LATERALS OF MATERIALS OTHER THAN PVC SHALL BE REPLACED WITH NEW CLEANOUTS INSTALLED. CONTRACTOR WILL NEED TO VERIFY LATERALS AND PROVIDE CITY OF FERNLEY WITH A REPLACEMENT COUNT IN ADVANCE OF REPLACEMENT.
6. THE EXACT FLOW RATES OF THE EXISTING SEWER MAINS IS UNKNOWN. CONTRACTORS SHALL ASSUME EXISTING MAINS ARE FLOWING AT OR NEAR FULL CAPACITY.
7. SEWER SERVICE LATERALS SHALL BE RECONNECTED TO NEW 8\"/>
8. THE ELEVATION AND SIZE OF EX. UTILITIES SHOWN IS APPROXIMATE AND MUST BE VERIFIED BY THE CONTRACTOR.
9. CONTRACTOR RESPONSIBLE FOR VERIFYING MANHOLE RIM AND INVERT ELEVATIONS PRIOR TO ORDERING. CONTRACTOR RESPONSIBLE FOR NOTIFYING ENGINEER OF ANY RIM OR INVERT ELEVATIONS.
10. LATERAL CONNECTION TO THE NEW MAIN SHALL BE A STANDARD WYE, TEE, OR SADDLE. IF A SADDLE CONNECTION IS USED, IT SHALL BE A ROMAC\"/>

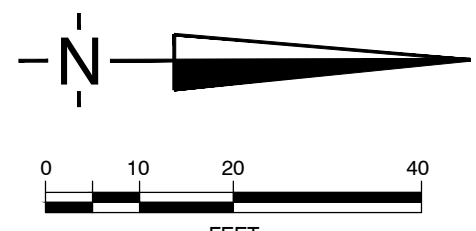
WATER NOTES:

1. EXISTING WATER MAINS WITHIN THE PROJECT AREA ARE TO BE ABANDONED IN PLACE AND KEPT IN SERVICE UNTIL NEW REPLACEMENT SYSTEM IS PLACED INTO SERVICE IN ORDER TO AVOID MAJOR DISRUPTIONS IN SERVICE TO RESIDENCES.
2. WHERE MINIMUM SEPARATION FROM SEWER INFRASTRUCTURE IS NOT POSSIBLE DUE TO SPACE CONSTRAINTS OR EXISTING UTILITIES, WATER MAINS MUST BE PROTECTED PER NDEP AND CITY OF FERNLEY STANDARDS.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF WATER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY THE CITY OF FERNLEY.
4. WATER SERVICE LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. SERVICES & METERS TO BE REMOVED AND REPLACED. CONTRACTOR TO VERIFY ALL SERVICE & METER LOCATIONS.
5. WATER SERVICES SHALL BE RECONNECTED TO NEW MAIN PER CITY OF FERNLEY AND STATE OF NEVADA REQUIREMENTS.
6. TIMEFRAME ALLOWED FOR DISCONNECTING RESIDENT WATER SERVICES TO BE COORDINATED WITH THE CITY OF FERNLEY. CITY OF FERNLEY MUST APPROVE CONTRACTOR'S WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ADHERING TO THE REQUIREMENTS OF OSHA PIRATING TO THE TREATMENT OF WORK AREA. THE SAFETY OF WORKS, COLLECTION OF MATERIALS CONTAINING ASBESTOS IN IDENTIFIABLE STORAGE CONTAINERS, AND PROPERLY DISPOSING OF STORED MATERIAL BY SOLICITING THE SERVICES OF A REGISTERED ASBESTOS SPECIALIST THROUGHOUT THE PROCESS.
8. REFER TO ASBESTOS CONSTRUCTION METHODOLOGY NOTES ON SHEET C2 FOR ALL REQUIREMENTS FOR ENCOUNTERED ASBESTOS CEMENT PIPE.

OTHER NOTES:

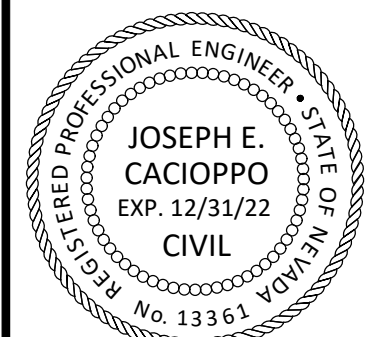
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2. DRAIN ROCK MAY **NOT** BE USED AS BEDDING FOR NEW UTILITY TRENCHING.
3. RESIDENT ACCESS TO THEIR DRIVEWAYS TO BE COORDINATED WITH THE CITY OF FERNLEY. RESIDENTS CANNOT BE RESTRICTED FROM THEIR DRIVEWAYS FOR EXTENDED PERIODS OF TIME. CITY OF FERNLEY MUST APPROVE CONTRACTOR'S PROPOSED WORK ORDER SCHEDULE PRIOR TO CONSTRUCTION.
4. ALL NEWLY INSTALLED SEWER INFRASTRUCTURE, WATER INFRASTRUCTURE, AND ASSOCIATED CONSTRUCTION MUST MEET ALL OF CITY OF FERNLEY'S TECHNICAL SPECIFICATIONS AND ASSOCIATED CITY REQUIREMENTS. FINAL INSPECTIONS ARE TO BE COORDINATED WITH THE CITY OF FERNLEY.
5. THE ADJACENT CITY OF FERNLEY OUT OF TOWN PARK MAY BE USED FOR STOCKPILING, STAGING, AND EQUIPMENT STORAGE. USAGE SHALL BE COORDINATED IN ADVANCE WITH THE CITY OF FERNLEY.
6. AC PAVING GRADES SHALL GENERALLY MATCH EXISTING. AC PAVING SHALL BE SET 1/8\"/>
7. ALL STREETS SHALL BE CROWNED WITH A 2% CROSS SLOPE.
8. WHERE WATER AND SEWER INFRASTRUCTURE CROSS, PLEASE REFERENCE WATER-SEWER SEPARATION GUIDELINES DETAIL ON SHEET C13. WHERE SEWER & WATER ARE SEPARATED BY GREATER THAN OR EQUAL TO 2' SEWER LATERALS MUST BE 12\"/>
9. AC GRADE SHALL BE 1/8\"/>

LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED

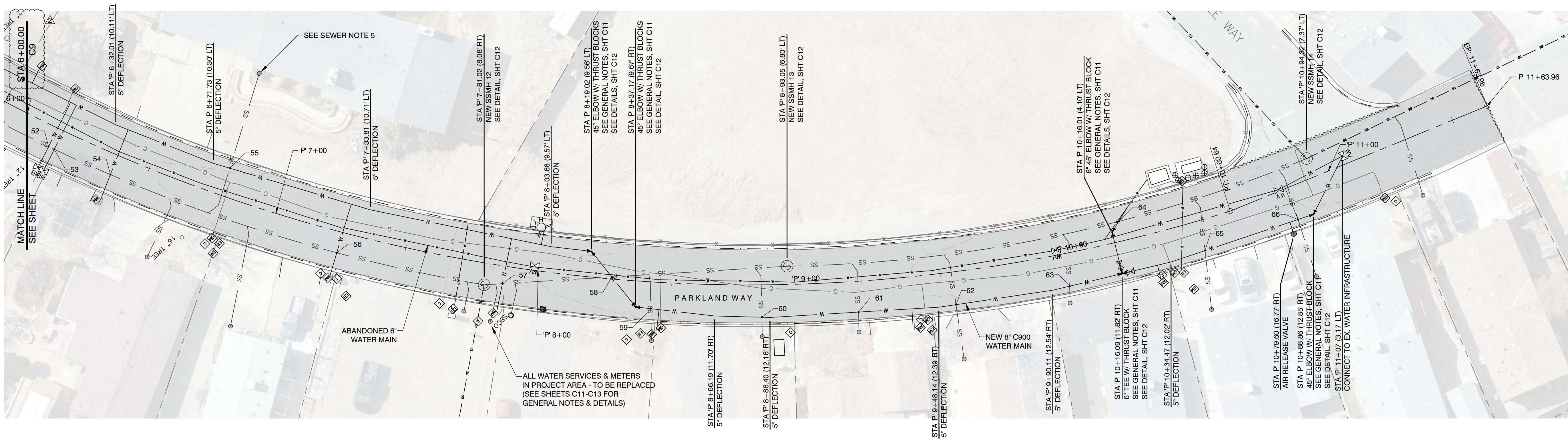


REVISION	DATE
ADDENDUM 1 REVISIONS	10/23/2023

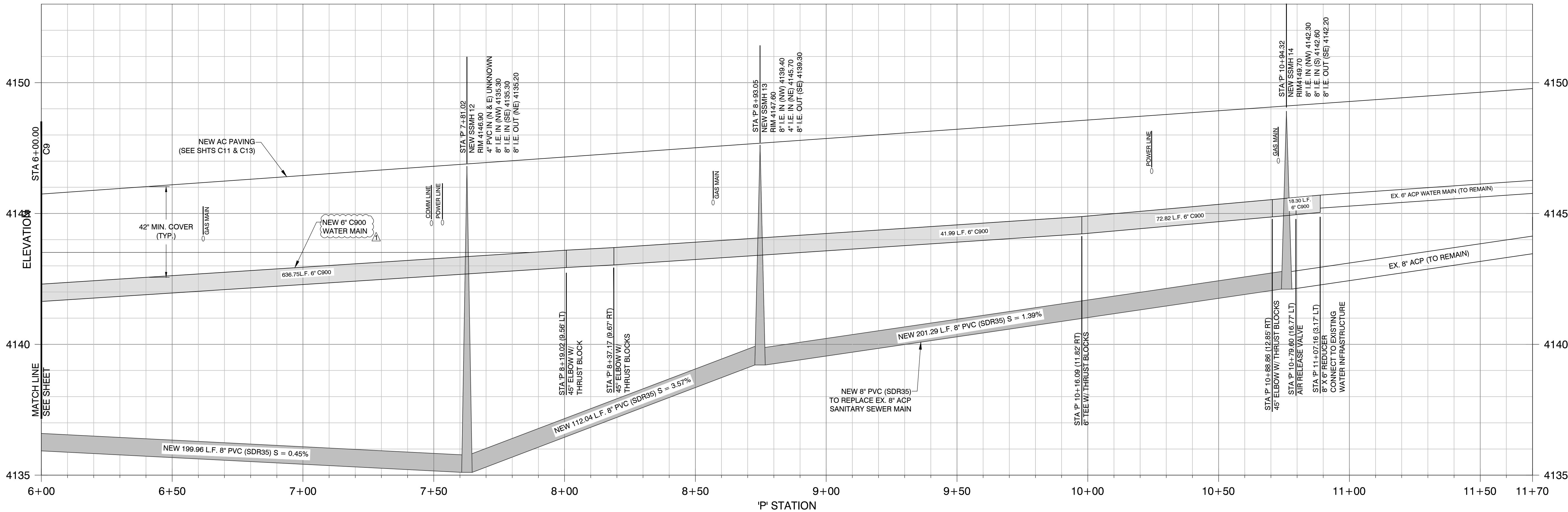
CITY OF FERNLEY - VILLA PARK PAVEMENT, SEWER, STORM, & WATER REPLACEMENT	'P' PLAN & PROFILE, 0+00 TO 6+00
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JOB NO.:	21-349.3A
DATE:	9-21-2023
DESIGNED:	PRC/JEC
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PARKLAND WAY PROFILE



SEWER NOTES:

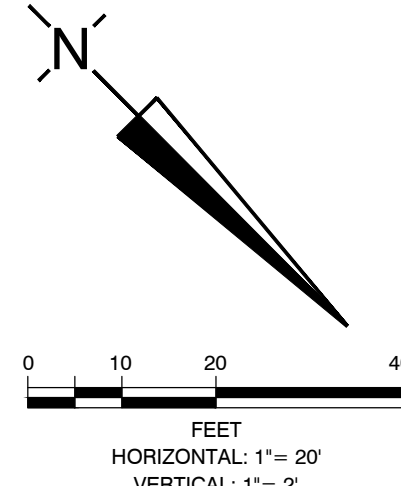
1. MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
2. LINES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF SEWER SERVICES AT LEAST FORTY EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY CITY OF FERNLEY.
4. SEWER SERVICE LATERAL LOCATIONS SHOWN IN PROJECT AREA ARE APPROXIMATE. LATERALS TO BE RECONNECTED. SERVICE LATERAL LOCATIONS COULD NOT BE CONFIRMED AT THE TIME OF OUR SURVEY. CONTRACTOR TO VERIFY ALL LATERAL LOCATIONS.
5. EXISTING SEWER LATERALS THAT ARE PVC AND NOT DAMAGED ARE INTENDED TO REMAIN. ASBESTOS LATERALS OR LATERALS OF MATERIALS OTHER THAN PVC SHALL BE REPLACED WITH NEW CLEANOUTS INSTALLED. CONTRACTOR WILL NEED TO VERIFY LATERALS AND PROVIDE CITY OF FERNLEY WITH A REPLACEMENT COUNT IN ADVANCE OF REPLACEMENT.
6. THE EXACT FLOW RATES OF THE EXISTING SEWER MAINS IS UNKNOWN. CONTRACTORS SHALL ASSUME EXISTING MAINS ARE FLOWING AT OR NEAR FULL CAPACITY.
7. SEWER SERVICE LATERALS SHALL BE RECONNECTED TO NEW 8\"/>
8. THE ELEVATION AND SIZE OF EX. UTILITIES SHOWN IS APPROXIMATE AND MUST BE VERIFIED BY THE CONTRACTOR.
9. CONTRACTOR RESPONSIBLE FOR VERIFYING MANHOLE RIM AND INVERT ELEVATIONS PRIOR TO ORDERING. CONTRACTOR RESPONSIBLE FOR NOTIFYING ENGINEER OF ANY RIM OR INVERT ELEVATIONS.
10. LATERAL CONNECTION TO THE NEW MAIN SHALL BE A STANDARD WYE, TEE, OR SADDLE. IF A SADDLE CONNECTION IS USED, IT SHALL BE A ROMAC \"CB\" SADDLE OR EQUAL, TO BE CORE DRILLED OR SAWN TO PRODUCE A CIRCULAR OPENING AND SHALL INCORPORATE A RESILIENT GASKET WITH STAINLESS STEEL HARDWARE AND CONCRETE ENCASED.

WATER NOTES:

1. EXISTING WATER MAINS WITHIN THE PROJECT AREA ARE TO BE ABANDONED IN PLACE AND KEPT IN SERVICE UNTIL NEW REPLACEMENT SYSTEM IS PLACED INTO SERVICE IN ORDER TO AVOID MAJOR DISRUPTIONS IN SERVICE TO RESIDENCES.
2. WHERE MINIMUM SEPARATION FROM SEWER INFRASTRUCTURE IS NOT POSSIBLE DUE TO SPACE CONSTRAINTS OR EXISTING UTILITIES, WATER MAINS MUST BE PROTECTED PER NDEP AND CITY OF FERNLEY STANDARDS.
3. CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF WATER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY THE CITY OF FERNLEY.
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8. REFER TO \"ASBESTOS CONSTRUCTION METHODOLOGY NOTES\" ON SHEET C2 FOR ALL REQUIREMENTS FOR ENCOUNTERED ASBESTOS CEMENT PIPE.

OTHER NOTES:

1. ALL EXISTING MATERIAL WITHIN THE TRENCHING LIMITS SHALL BE REMOVED AND EXPORTED. THE NATIVE CLAYEY SOILS DO NOT MEET THE CITY OF FERNLEY TRENCHING REQUIREMENTS FOR UTILITY INSTALLATION AND MUST BE EXPORTED. ALL NEW UTILITY INSTALLATION SHALL CONFORM WITH THE CITY OF FERNLEY STANDARD DETAIL 60, TYPICAL IMPROVED ROAD TRENCH SECTION ON SHEET C12.
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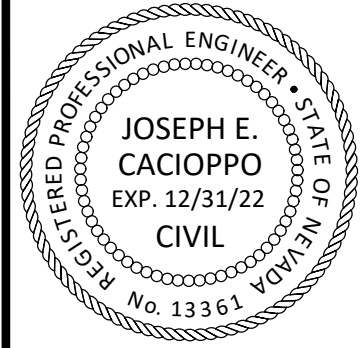


LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED

REVISION	DATE
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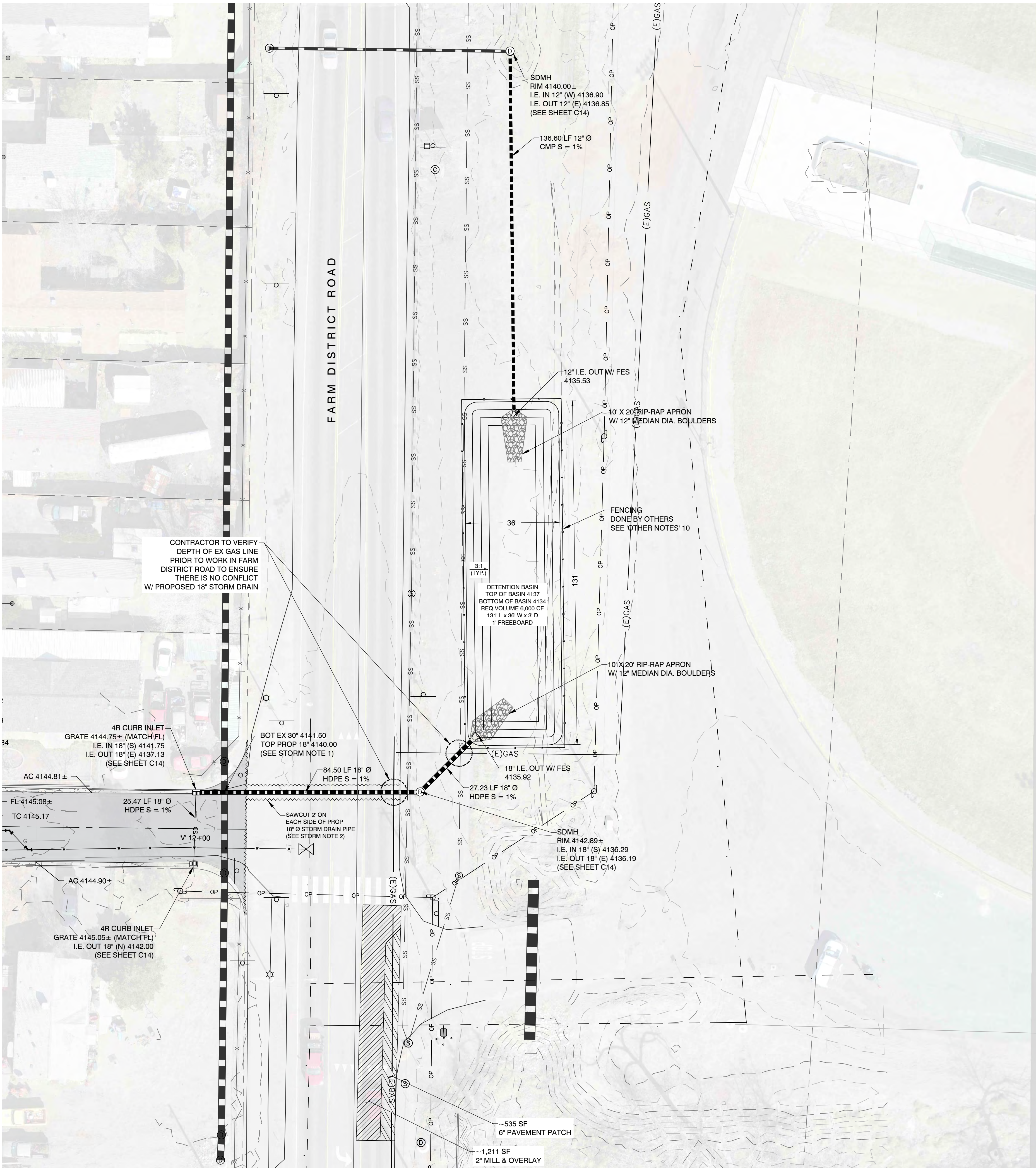
CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

'P' PLAN & PROFILE,
6+00 TO 11+70



JOB NO.:	21-349.3A
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DESIGNED:	PRC/JEC
DRAWN:	PRC
CHECKED:	JEC

SHEET C10



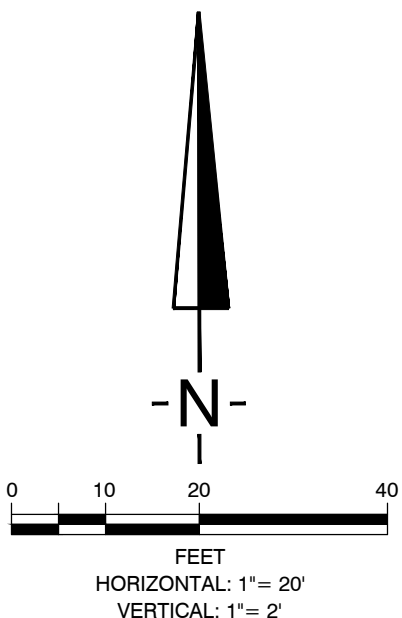
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 8. REFER TO ASBESTOS CONSTRUCTION METHODOLOGY NOTES ON SHEET C2 FOR ALL REQUIREMENTS FOR ENCOUNTERED ASBESTOS CEMENT PIPE.

- STORM NOTES:**
1. CONTRACTOR IN ADVANCE OF INSTALLATION SHALL VERIFY THE INVERT ELEVATION OF THE EX. 30" STORM DRAIN LINE TO CONFIRM INTENDED CROSSING WILL WORK, AND INFORM ENGINEER ACCORDINGLY.
 2. SEE GRADING NOTES ON SHEET C2 FOR SHEETING, SHORING, AND SLOPING REQUIREMENTS.

- OTHER NOTES:**
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 5. THE ADJACENT CITY OF FERNLEY OUT OF TOWN PARK MAY BE USED FOR STOCKPILING, STAGING, AND EQUIPMENT STORAGE. USAGE SHALL BE COORDINATED IN ADVANCE WITH THE CITY OF FERNLEY.
 6. AC PAVING GRADES SHALL GENERALLY MATCH EXISTING. AC PAVING SHALL BE SET 1/8" ABOVE LIP OF GUTTER.
 7. ALL STREETS SHALL BE CROWNED WITH A 2% CROSS SLOPE.
 8. WHERE WATER AND SEWER INFRASTRUCTURE CROSS, PLEASE REFERENCE WATER-SEWER SEPARATION GUIDELINES DETAIL ON SHEET C13. WHERE SEWER & WATER ARE SEPARATED BY GREATER THAN OR EQUAL TO 2' SEWER LATERALS MUST BE 12", MINIMUM, BELOW THE WATER MAIN. IF ADDITIONAL CROSSINGS REQUIRING MITIGATION BE DISCOVERED DURING CONSTRUCTION, CONTRACTOR TO COORDINATE WITH DESIGN ENGINEER.
 9. AC GRADE SHALL BE 1/8" ABOVE TO GRADE.
 10. 6' PERIMETER FENCE TO BE INSTALLED BY CITY OF FERNLEY. HEIGHT AND MATERIAL MAY VARY.

LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED



Engineering • Surveying • Water Rights
Resources & Environmental Services
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Carson City
340 N. Minnesota St.
Carson City, NV 89703-4152
775-683-1600



REVISION	DATE
ADDENDUM 1 REVISIONS	10/25/2023

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT
FARM DISTRICT ROAD STORM DRAIN



JOB NO.:	21-349.3A
DATE:	9-21-2023
DESIGNED:	PRC/JEC
DRAWN:	PRC
CHECKED:	JEC

SHEET C11

GENERAL NOTES FOR ALL DETAILS

1. ALL MATERIALS FURNISHED AND WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC OR ORANGE BOOK), AMERICAN WATER WORKS ASSOCIATION (AWWA) AND UNIFORM PLUMBING CODE (UPC). ALL WATER AND SEWER SYSTEM WORK SHALL UTILIZE THE VERSION OF THE CODES AS REFERENCED IN NAC 445A.6663. FOR ALL OTHER WORK, THE LATEST CODE CYCLE ADOPTED BY THE CITY OF FERNLEY SHALL APPLY.

GENERAL NOTES FOR WATER SERVICE

1. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF OSHA AND CHAPTER 618 OF NRS, IN THE CONSTRUCTION PRACTICES FOR ALL EMPLOYEES DIRECTLY ENGAGED IN THE COMPLETION OF THIS PROJECT.
2. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK ACCORDING TO GENERALLY ACCEPTED CONSTRUCTION PRACTICES.
3. ALL UNDERGROUND VALVES LARGER THAN 2" TEES, ETC., SHALL BE COATED IN MASTIC.
4. ALL NUTS/BOLTS SHALL BE COATED WITH TRIPAC COATING SYSTEM FOR BURIED INSTALLATION & 304 SS FOR EXPOSED (IN VAULT) INSTALLATION.
5. ALL DUCTILE IRON PIPE, VALVES AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE IN ACCORDANCE WITH AWWA C105, ANSI A21.5, AWWA C106/21.5 AND ASTM A274. POLYETHYLENE ENCASEMENT SHALL BE CROSS LINKED HIGH DENSITY POLYETHYLENE (XLHDPE), MINIMUM 4 MILS THICKNESS MEETING AWWA C105/A21.5. BASE COLOR SHALL BE WHITE WITH BLACK COLORED TEXT STATING ENCASEMENT MATERIAL PROPERTIES. ENCASEMENT TO BE V-BIO OR OTHER MATERIAL APPROVED BY THE CITY AND SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. NOTIFY CITY OF FERNLEY 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
7. FIBER-REINFORCED PORTLAND CEMENT CONCRETE (P.C.C.) SHALL HAVE THE FOLLOWING CHARACTERISTICS:
4000 PSI MIN. COMPRESSIVE STRENGTH @ 28 DAYS;
MIN 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER/CEMENT RATIO OF 0.45;
AIR ENTRAINMENT 6% ± 1.5%;
SLUMP AT 1 TO 4 INCHES;
ALL MATERIALS SHALL CONFORM TO SSPWC SECTION 202.
8. POLYPROPYLENE FIBERS SHALL BE ADDED TO THE P.C.C. PER THE MANUFACTURER'S RECOMMENDATIONS.
9. NO OTHER UTILITIES MAY BE PLACED IN A WATER OR SEWER TRENCH.
10. BACKFLOW PREVENTION IS REQUIRED PER DETAILS # 31 THRU # 40. RESIDENTIAL SUBDIVISIONS DO NOT TYPICALLY REQUIRE DETAILS # 31 THRU # 40. CITY OF FERNLEY WILL NOTIFY WHEN THESE SHEETS ARE REQUIRED.
11. CONTRACTORS SHALL COMPLY WITH HOST EMPLOYER (CITY OF FERNLEY) SAFETY PROGRAM.
12. CONTRACTOR IS RESPONSIBLE FOR REVIEWING HOST EMPLOYER'S SAFETY PROGRAM. CONTRACTOR AT PRE-BID SHALL FURNISH CITY OF FERNLEY SAFETY RECORDS FROM THE LAST THREE YEAR PERIOD AND A COPY OF ITS OWN COMPANY SAFETY PROGRAM.
13. ALL VALVE BOXES, MANHOLE STRUCTURES, AND CLEANOUTS SHALL BE MARKED AND ACCESSIBLE AT ALL TIMES.
14. FOR DETAILS NOT SHOWN, CONTACT CITY OF FERNLEY @ 775-784-9910, FAX 775-784-9966.
15. THE OWNER IS RESPONSIBLE FOR FURNISHING QUALIFIED SITE INSPECTIONS DURING CONSTRUCTION OF PUBLIC IMPROVEMENTS.
16. CITY OF FERNLEY SHALL APPROVE OF THE INSPECTOR & TESTING FIRM PRIOR TO CONSTRUCTION.
17. THE INSPECTOR SHALL INVENTORY ALL CONSTRUCTION MATERIALS TO ENSURE QUALITY CONTROL. REJECTION OF DEFECTIVE MATERIALS MUST BE COORDINATED WITH CITY OF FERNLEY.
18. ALL NEW PUBLIC WATER MAINS SHALL BE 8" OR LARGER.
19. CONTRACTOR IS RESPONSIBLE TO MAKE FIELD MEASUREMENTS TO LOCATE AND SIZE EXISTING FACILITIES OR UNDERGROUND UTILITIES.
20. OPENINGS IN UNFINISHED PIPING AND APPURTENANCES MUST BE SEALED TO PREVENT THE ENTRY OF GROUNDWATER, POLLUTION OR CONTAMINATION AT THE END OF EACH WORKING DAY.
21. PLACE CHLORINE TABLETS IN WATER LINES AS FOLLOWS:
3 TABLETS PER 1/2" DIAMETER LENGTH OF LINE;
4 TABLETS PER 3/4" DIAMETER LENGTH OF LINE;
5 TABLETS PER 1" DIAMETER LENGTH OF LINE;
6 TABLETS PER 1 1/2" OR GREATER DIAMETER LENGTH OF LINE;
TABLETS MUST BE SPACED AT EQUAL INTERVALS TO INSIDE OF PIPE USING APPROVED ADHESIVE. DISINFECTION SHALL MEET AWWA STANDARD C651-05.
22. ALL NEW WATER MAINS ARE TO BE FLUSHED AND DISINFECTED IN ACCORDANCE WITH AWWA C651-05.
23. DISPOSAL OF SPENT CHLORINE SHALL BE COORDINATED WITH NDEP BUREAU OF WATER POLLUTION CONTROL (775) 687-9418.
24. CONTRACTOR SHALL SUBMIT CUT SHEETS & SHOP DRAWINGS FOR REVIEW TO THE PROJECT ENGINEER, AND/OR THE UTILITY ENGINEER PRIOR TO ORDERING CONSTRUCTION MATERIALS. A SIGNED SET OF DRAWINGS MUST ALWAYS BE AVAILABLE ONSITE DURING CONSTRUCTION.
25. PER THE CITY OF FERNLEY RULES AND REGULATIONS, SECTION 1.04.054, A BOND MUST BE IN PLACE PRIOR TO THE START OF CONSTRUCTION.
26. ALL MATERIALS IN CONTACT WITH RAW WELL WATER OR POTABLE WATER SHALL BE CERTIFIED TO ANS/NFSP 61.

GENERAL NOTES (WATER)

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GEN NOTES

GENERAL NOTES FOR ROADWAY GEOMETRICS

1. THE ENGINEER SHALL SUBMIT A TRAFFIC REPORT AND PAVEMENT SECTION DESIGN WITH THE IMPROVEMENT PLANS, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.
2. THE ENGINEER OF RECORD SHALL SUBMIT THE PAVEMENT MIX DESIGN TWO (2) WEEKS PRIOR TO PAYING TO THE CITY OF FERNLEY PUBLIC WORKS DEPARTMENT FOR REVIEW.
3. DESIGN OF THE STRUCTURAL SECTION FOR ASPHALT CONCRETE PAVEMENT FOR BOTH PUBLIC AND PRIVATE STREETS SHALL CONFORM TO THE PROCEDURES AS SET FORTH IN THE CURRENT ASPHALT INSTITUTE MANUAL SERIES NO. 1 (MS-1) OR AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) DESIGN GUIDE, BASED ON SUBGRADE STRENGTH VALUES DETERMINED BY RESILIENT MODULUS (MR) VALUE, RESISTANCE (R) VALUE OR CALIFORNIA BEARING RATIO (CBR), AND TRAFFIC DATA PROVIDED IN APPROVED TRAFFIC STUDY FOR THE PROJECT. SUFFICIENT TESTS SHALL BE MADE TO FULLY EVALUATE EACH DIFFERENT SOIL TYPE IN THE PROJECT. MAJOR ARTERIAL, MINOR ARTERIAL, INDUSTRIAL AND COMMERCIAL STREETS SHALL BE A TYPE 2 AC 20P ASPHALT CONCRETE (AC) PAVEMENT MIX DESIGN WITH HYDRATED LIME (MINERAL FILLER) ADDED AT ONE AND ONE-HALF PERCENT OF THE WEIGHT OF THE DRY AGGREGATES. COLLECTOR AND LOCAL/RESIDENTIAL STREETS SHALL BE A TYPE 3 AC 20 ASPHALT CONCRETE (AC) PAVEMENT MIX DESIGN WITH HYDRATED LIME (MINERAL FILLER) ADDED AT ONE AND ONE-HALF PERCENT OF THE WEIGHT OF THE DRY AGGREGATES. THE MINIMUM DESIGN LIME OF THE STRUCTURAL SECTION SHALL BE 20 YEARS. MINIMUM STREET STRUCTURAL SECTIONS FOR BOTH PUBLIC AND PRIVATE STREETS SHALL BE 3" AC ON 6" OF TYPE 2, CLASS B AGGREGATE BASE FOR LOCAL/RESIDENTIAL STREETS, 3" AC ON 6" TYPE 2, CLASS B AGGREGATE BASE FOR MINOR ARTERIAL, INDUSTRIAL, COMMERCIAL AND COLLECTOR STREETS, AND 4" AC ON 6" TYPE 2, CLASS B AGGREGATE BASE FOR EXPRESSWAYS AND MAJOR ARTERIAL STREETS. ALL STREETS, BOTH PUBLIC AND PRIVATE, WHICH ARE TO BE UTILIZED BY CONSTRUCTION VEHICLES DURING DEVELOPMENT, SHALL BE DESIGNED TO CARRY THE MAXIMUM ANTICIPATED LOADS. CONCRETE STREETS MAY BE PERMITTED UPON APPROVAL OF STRUCTURAL DESIGNS BY PUBLIC WORK.

STRIPING AND SIGNAGE

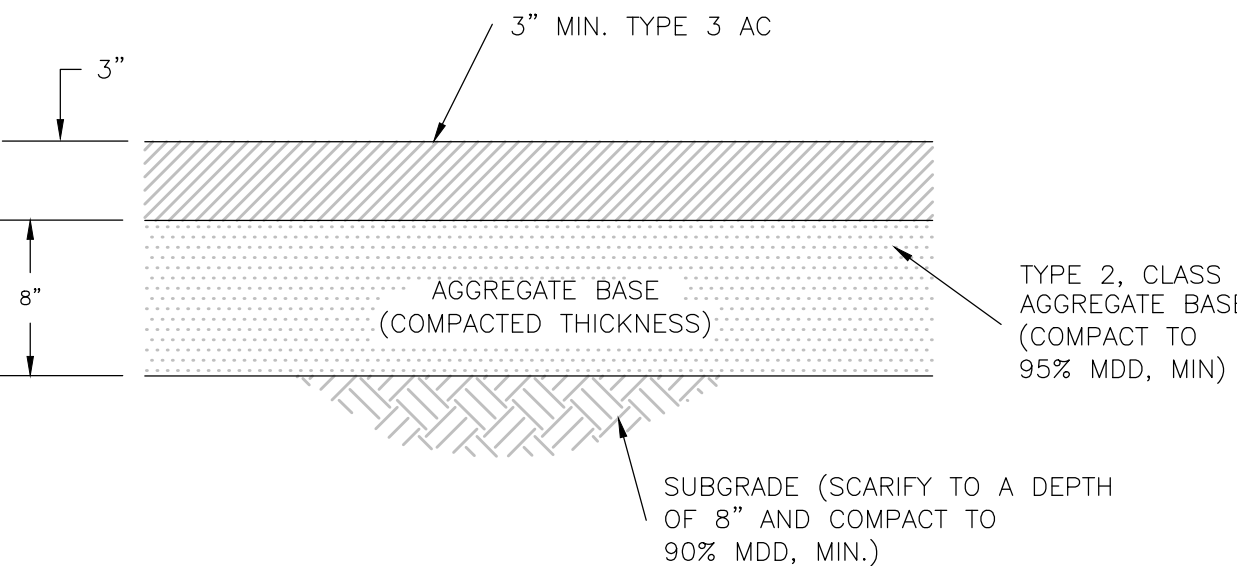
1. PAVEMENT STRIPING SHALL BE NOOT TYPE II WATERBORNE PAINT WITH A MINIMUM FILM THICKNESS OF 25 MILS APPLIED IN TWO COATS. DROP ON GLASS BEADS SHALL BE APPLIED ON SECOND COAT. SEE SECTION 602 OF THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SILVER BOOK).
2. PAVEMENT SYMBOL MARKINGS, YIELD LINES, AND STOP BARS SHALL BE REFLECTIVE THERMOPLASTIC MATERIAL MEETING THE CURRENT SPECIFICATIONS FROM SECTION 604 OF THE SILVER BOOK.
3. THE DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

TRENCHING AND PATCHING

1. THE DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

GENERAL NOTES (STREETS)

5
GEN NOTES



AC PAVEMENT SECTION

NOT TO SCALE

WATER MAIN PRESSURE & BACTERIA TESTING

1. CONTRACTOR SHALL MAINTAIN TEST PRESSURE WITHIN 5 PSI FOR A PERIOD OF 2 HOURS. TEST PRESSURE SHALL BE 150 AND 200 PSI PER PRESSURE ZONE, AS INDICATED ON PLANS. PRESSURE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C600, C605 AND NAC 445A.67145-7(B).
2. ALLOWABLE LEAKAGE SHALL BE DETERMINED BY THE FOLLOWING:
$$\text{ALLOWABLE LEAKAGE (GALLONS PER HOUR)} = \frac{L \cdot D^2}{14.6 \cdot P}$$

WHERE:
L = LENGTH OF PIPE IN TEST SECTION (FEET)
D = NOMINAL PIPE DIAMETER (INCHES)
P = AVERAGE TEST PRESSURE (PSIG) DURING HYDROSTATIC TEST
3. LEAKAGE SHALL BE MEASURED BY THE VOLUME OF WATER REQUIRED TO MAINTAIN THE TEST PRESSURE WITHIN 5 PSI FOR THE TEST PERIOD, NOT THE DROP IN PRESSURE.
4. INSPECTOR IS RESPONSIBLE FOR OBTAINING AND DELIVERING TESTING LAB SAMPLE BOTTLES AND COLLECTING SAMPLES FOR BACTERIA/COLIFORM TESTING. INSPECTOR SHALL PRESENT TEST RESULTS TO THE UTILITY.
5. COLIFORM TESTING SHALL BE SUBMITTED TO NDEP BUREAU OF SAFE DRINKING WATER FOR REVIEW AND APPROVAL PRIOR TO PLACING POTABLE WATER INFRASTRUCTURE IN SERVICE.
6. WATERLINE DISINFECTION SHALL BE PERFORMED IN ACCORDANCE WITH AWWA, SEE FLUSHING AND DISINFECTION NOTES ON GENERAL NOTES SHEET 1.

CITY OF FERNLEY CROSS-CONNECTION CONTROL PROGRAM REQUIREMENTS

1. ALL BACKFLOW PREVENTION ASSEMBLIES MUST BE INSPECTED BY A UTILITY REPRESENTATIVE AND A TEST FORM (COMPLETED BY A HEALTH DISTRICT CERTIFIED TESTER) MUST BE SUBMITTED TO CITY OF FERNLEY BEFORE SERVICE IS ACTIVATED.
2. THE TEST FORM MUST BE SUBMITTED TO CITY OF FERNLEY ANNUALLY WITHIN 30 DAYS OF THE ASSEMBLY INSTALLATION ANNIVERSARY DATE.
3. CITY OF FERNLEY MAY TEST THE ASSEMBLY AT ANY TIME AT ITS OWN EXPENSE.
4. THE CUSTOMER IS RESPONSIBLE TO PROTECT HIGHLY SYSTEM FROM THERMAL EXPANSION BY INSTALLING EITHER AN EXPANSION TANK OR PRESSURE RELIEF VALVE IN THE FEED LINE TO THE WATER HEATER (NO PROTECTION COULD RESULT IN SERIOUS DAMAGE AND/OR INJURY).
5. ALL ASSEMBLIES MUST BE USC APPROVED.
6. ALL WATER USED DURING CONSTRUCTION SHALL BE METERED AND SHALL FLOW THROUGH AN APPROVED BACKFLOW PREVENTION ASSEMBLY. UNAUTHORIZED FIRE HYDRANT USAGE SHALL RESULT IN COLLECTION OF REVENUES, FINES, POSSIBLE LEGAL ACTION, AND INVOLVEMENT OF STATE/LOCAL LICENSING BOARDS.
7. IF A CONTINUOUS WATER SUPPLY IS CRITICAL TO A PREMISE, PARALLEL ASSEMBLIES SHOULD BE INSTALLED.
8. IT IS THE CUSTOMER'S RESPONSIBILITY TO ACCOUNT FOR PRESSURE LOSSES FROM THE ASSEMBLY.
9. BACKFLOW PREVENTION SHALL NOT BE RELOCATED, REMOVED, OR REPLACED WITHOUT PRIOR APPROVAL FROM CITY OF FERNLEY.
10. PLEASE NOTE THAT THE REQUIRED ASSEMBLIES PROTECT THE PUBLIC WATER SYSTEM ONLY.

DC, RP, AND PVB/SVB ASSEMBLIES:

1. ALL BACKFLOW DEVICES SHALL BE LISTED BY THE UNIVERSITY OF SOUTHERN CALIFORNIA (USC) AS AN APPROVED BACKFLOW PREVENTION ASSEMBLY AND PROVIDED APPROPRIATE DOCUMENTATION. THE LISTED DEVICE SHALL ALSO BE APPROVED FOR THE PROPOSED ORIENTATION OF INSTALLATION.
2. SUPPORTS SHALL BE PROVIDED AS NECESSARY.
3. ELECTRIC SUPPLY SOCKETS SHALL BE AWAY FROM RELIEF VALVE & TESTCOCK.
4. FREEZE PROOF INSULATED BOX AND 1" TYPE OF HEAT ARE REQUIRED. 2 TYPES ARE STRONGLY RECOMMENDED.
5. PLACE WATER TIGHT, FLEXIBLE SEALANT AT PIPE PENETRATIONS.
6. INSULATED BOX SHALL EITHER SWING CLEAR OF ASSEMBLY OR BE SIZED TO PROVIDE CLEARANCES SHOWN IN THE DETAILS.
7. SPRING LOADED LID IS REQUIRED ON LARGE BOXES.
8. EITHER VALVE BOXES OR PIPE RISERS MAY BE USED FOR THE SHUT OFF VALVES.
9. MANUAL SHUT OFF VALVES SHALL BE BRASS GLOBE OR CURB VALVE SIZED THE SAME AS SERVICE LINE.
10. DRAIN CONFIGURATION SHALL BE AN INLINE TEE TO BRASS SHUT OFF VALVE WITH A RUBBER SEAT & SCHEDULE 80 1/2" 90° ELBOW WITH FEMALE THREADS. ADD 1/2" RED FREEZE KING DRAIN. DRAINS ONLY ALLOWED DOWNSTREAM OF DEVICE ON IRRIGATION SYSTEMS.
11. USE 2 FULL TURNS OF TEFLON TAPE ON ALL THREADED JOINTS.
12. NO STOP AND WASTE VALVES.
13. ADEQUATE CLEARANCE MUST BE PROVIDED FOR OPERATION OF VALVES AND REPAIR AND TESTING OF THE ASSEMBLIES.
14. NO OUTLET, TEE, OR AN CONNECTION MAY BE MADE TO THE SERVICE LINE BETWEEN THE METER AND THE BACKFLOW ASSEMBLY.
15. ALL ASSEMBLIES MUST BE INSTALLED IN THE HORIZONTAL ORIENTATION UNLESS USC APPROVED IN A DIFFERENT ORIENTATION.
16. ASSEMBLIES MUST BE INSTALLED AS CLOSELY AS PRACTICAL TO THE WATER METER.
17. CITY OF FERNLEY RECOMMENDS PROTECTING THE ASSEMBLIES FROM VANDALISM IN SUSCEPTIBLE AREAS. REQUIRED CLEARANCES MUST STILL BE MET AND UTILITY ACCESS MUST BE PROVIDED.
18. ASSEMBLIES LESS THAN 2" REQUIRE 1 CU FT OF CLEAN GRAVEL AND ASSEMBLIES GREATER THAN OR EQUAL TO 2" REQUIRE 8 CU FT OF CLEAN GRAVEL FOR ALL DRAINS.
19. FOR WATER METERS 8" OR GREATER BURY DEPTH MUST BE 42" MIN. UNLESS OTHERWISE APPROVED BY THE CITY.
20. FOR WATER METERS LESS THAN 8" BURY DEPTH MUST BE 36" MIN.
21. THERMAL EXPANSION PROTECTION IS REQUIRED IN ANY DOMESTIC WATER SUPPLY SYSTEM THAT IS DOWNSTREAM FROM A DC, RP, OR PVB/SVB ASSEMBLY. REFERENCE: UNIFORM PLUMBING CODE & NAC 445A.67235.

GENERAL NOTES (WATER)

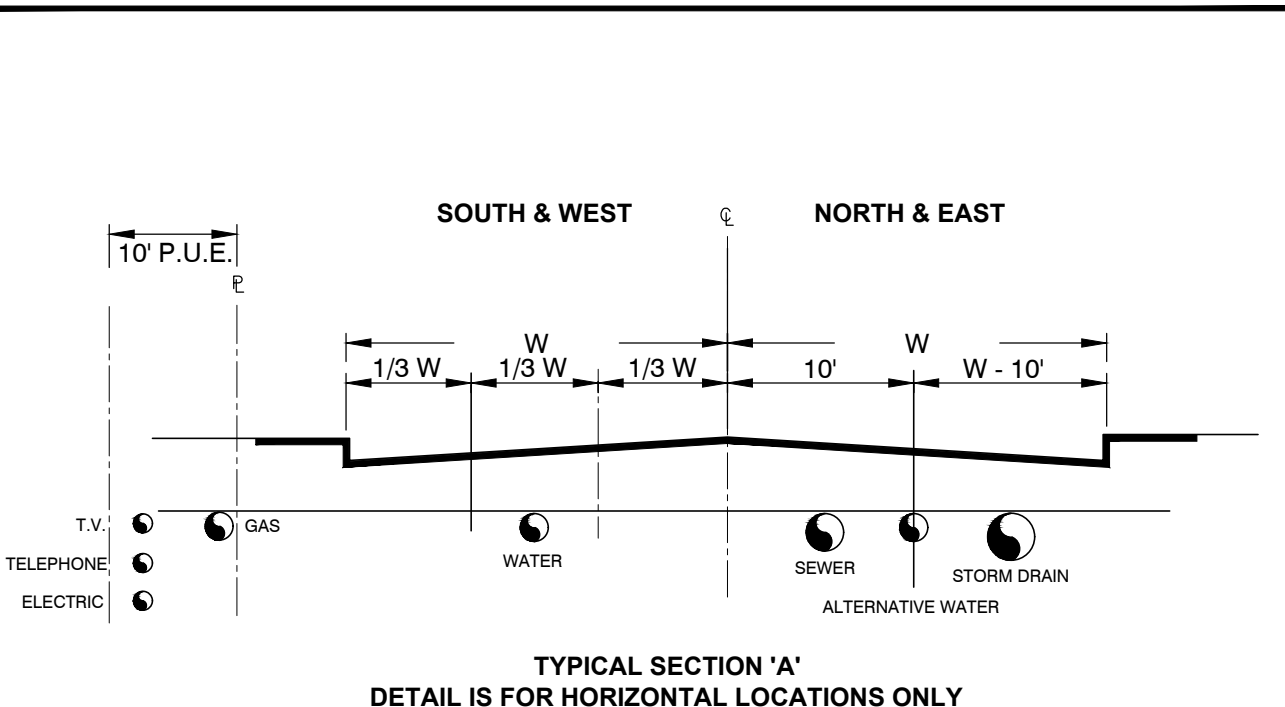
2
GEN NOTES

GENERAL NOTES FOR CONCRETE WORK

1. NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED BY THE CITY EXCAVATION PERMIT INSPECTOR OR APPLICABLE ENGINEER OF RECORD.
2. FIBER-REINFORCED PORTLAND CEMENT CONCRETE (P.C.C.) SHALL HAVE THE FOLLOWING CHARACTERISTICS:
4000 PSI MIN. COMPRESSIVE STRENGTH @ 28 DAYS;
MIN 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER/CEMENT RATIO OF 0.45;
AIR ENTRAINMENT 6% ± 1.5%;
SLUMP AT 1 TO 4 INCHES;
ALL MATERIALS SHALL CONFORM TO SSPWC SECTION 202.
POLYPROPYLENE FIBERS SHALL BE ADDED TO THE P.C.C. PER THE MANUFACTURER'S RECOMMENDATIONS.
3. COMMERCIAL DRIVEWAYS SHALL HAVE #4 BARS AT 18" ON-CENTER LONGITUDINAL AND TRANSVERSE EXTENDING INTO GUTTER PAN AND DRIVEWAY WINGS. MINIMUM 2" CONCRETE COVER FOR ALL REINFORCING BARS.
4. IF EXPANSION JOINT EXISTS WITHIN 4 FEET OF DRIVEWAY, REMOVE SIDEWALK AND CURB AND GUTTER TO THAT JOINT.
5. CONCRETE REMOVAL SHALL BE TO NEAT SAWCUT LINES.
6. REMOVE CONCRETE WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXIST.
7. DEPRESSED CURB LENGTH TO MATCH DRIVEWAY WIDTH.
8. WEAKENED PLAIN JOINTS AT 5'-0" O.C. WITH EXPANSION JOINT IF NECESSARY.
9. CONCRETE MIX DESIGN FOR INTERCEPTOR MANHOLES, MANHOLES IN AREAS OF HIGH GROUNDWATER OR MANHOLES IN OTHER AREAS OF THE SEWER SYSTEM WITH A KNOWN HIGH POTENTIAL FOR HYDROGEN SULFIDE GASES SHALL INCORPORATE XYPEX BIOSAN CONCRETE ADMIXTURE. THE XYPEX BIOSAN CONCRETE ADMIXTURE SHALL BE INCLUDED AT A DOSAGE OF 1% BY WEIGHT OF THE TOTAL CEMENTITIOUS CONTENT PER THE MANUFACTURER'S RECOMMENDATION.

GENERAL NOTES (CONCRETE)

6
GEN NOTES



TYPICAL UTILITY MAIN LOCATIONS

131
STREETS

REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RP):

1. THE RP SHALL ALWAYS BE INSTALLED ABOVE GRADE AND WILL NOT BE ALLOWED IN BASEMENTS.
2. A DRAIN SHALL BE INSTALLED IN THE BOX FOR OUTDOOR INSTALLATIONS AND A DAYLIGHT DRAIN AND A FLOOR DRAIN SHALL BE INSTALLED FOR INDOOR INSTALLATIONS. REFER TO TABLE A FOR MINIMUM REQUIRED DRAIN SIZES.
3. AN AIR GAP (VERTICAL PHYSICAL SEPARATION) LEAST 2 TO 3 TIMES THE DIAMETER OF THE RELIEF VALVE OPENING, WITH A MINIMUM OF 1" PER NAC 445A.6553, SHALL BE MAINTAINED BETWEEN THE WATER DISCHARGE POINT ON THE RELIEF VALVE AND THE DRAIN OR 1" ABOVE THE MINIMUM FLOOD LEVEL, WHICHEVER IS HIGHEST.
4. THE RP SHALL BE A USC APPROVED LEAD FREE DEVICE.
5. THE RP SHALL BE INSTALLED ABOVE GRADE.
6. GROUNDED ELECTRIC SUPPLY SHALL BE A MINIMUM OF 6" ABOVE BOTTOM OF RELIEF VALVE AND STUBBED TO THE OUTSIDE.
7. NO STOP AND WASTE VALVES.
8. FREEZE PROOF INSULATED BOX AND 1 SOURCE OF HEAT ARE REQUIRED. 2 SOURCES OF HEAT ARE STRONGLY RECOMMENDED.
9. INSULATED BOX SHALL SWING CLEAR OF ASSEMBLY TO PROVIDE CLEARANCES SHOWN OR INSULATED BOX SHALL BE SIZED TO PROVIDE CLEARANCES SHOWN.
10. SPRING LOADED LID REQUIRED ON LARGE BOXES.
11. THERMAL EXPANSION PROTECTION IS REQUIRED IN ANY DOMESTIC WATER SUPPLY SYSTEM THAT IS DOWNSTREAM FROM A BACKFLOW PREVENTION DEVICE. REFERENCE: UNIFORM PLUMBING CODE & NAC 445A.67235.
12. BACKFLOW DEVICES SHALL BE TESTED BY A CERTIFIED TESTER IMMEDIATELY FOLLOWING INSTALLATION. COPY OF TEST RESULTS TO BE FORWARDED TO THE CITY OF FERNLEY BY A CERTIFIED ASSEMBLY TESTER WITHIN THAT SAME TIMEFRAME.
13. MINIMUM DIMENSIONS FOR THE THRUST BLOCK BEARING AREA FOR PIPE 2" AND SMALLER SHALL BE 8" X 8" AND 12" IN DEPTH. ALL OTHER SIZES TO BE DETERMINED BY ENGINEER.

DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY (DC):

1. BELOW GROUND VAULTS SHALL REMAIN DRY THROUGHOUT THE YEAR.

PRESSURE VACUUM BREAKER (PVB) SPILL RESISTANT PRESSURE VACUUM BREAKER (SVB) BACKFLOW PREVENTION ASSEMBLY:

1. THE PVB SHALL NOT BE SUBJECT TO ANY BACK PRESSURE FROM: ELEVATED DOWNSTREAM PIPING, INJECTION SYSTEMS, COMPRESSED AIR, PUMPS, OR OTHER MEANS. IF BACK PRESSURE EXISTS, AN RP MUST BE INSTALLED.

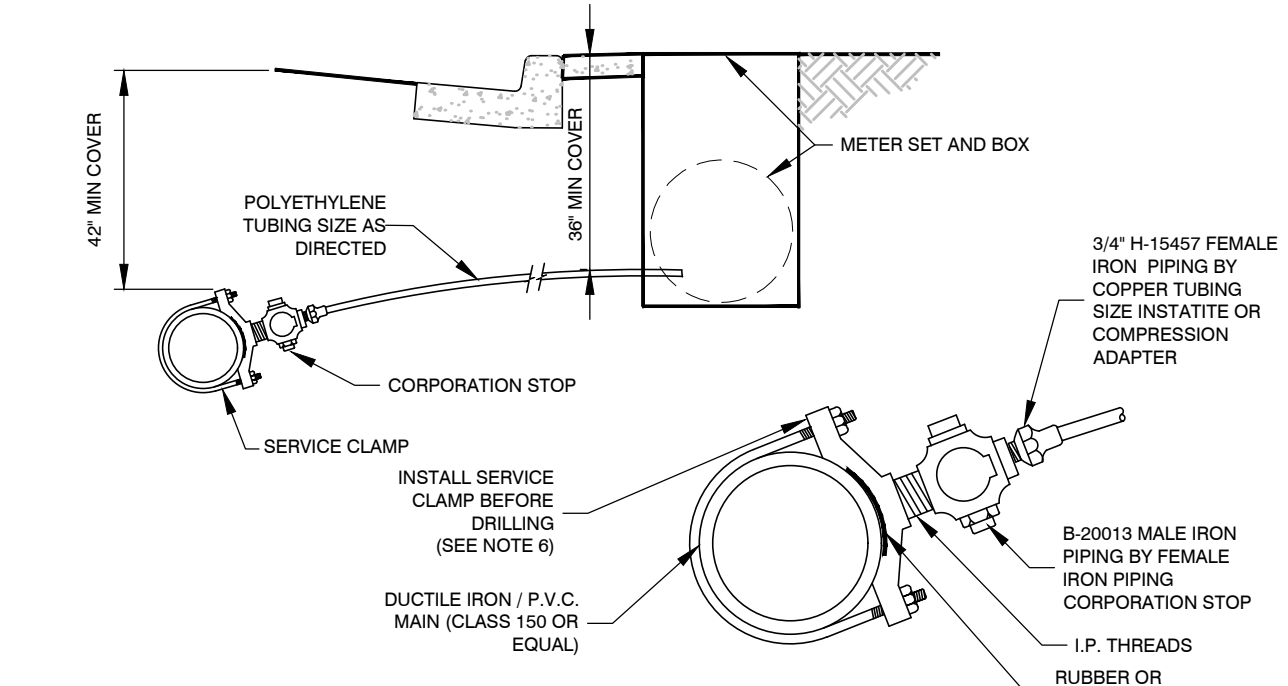
AIR GAP SEPARATION

1. THE TANK AND PUMP SHALL BE DESIGNED TO SUIT CUSTOMER'S NEEDS.
2. AN AIR GAP (THE DISTANCE BETWEEN THE LOWEST POINT OF THE SUPPLY LINE AND OVERFLOW ELEVATION OF THE RECEIVING TANK) MUST BE AT LEAST 2 TIMES THE DIAMETER OF THE SUPPLY LINE, WITH A MINIMUM AIR GAP OF 1" PER NAC 445A.6553. THE OUTLET OF THE AIR GAP SHALL BE PROTECTED BY A FLAPPER VALVE AND ALL MATERIALS SHALL MEET POTABLE WATER MATERIALS STANDARDS.
3. FREEZE PROTECTION SHALL BE PROVIDED FOR THE SUPPLY PIPE AND THE RECEIVING TANK WHERE NECESSARY.
4. THE WATER METER SHALL BE LOCATED UPSTREAM OF THE AIR GAP.
5. AIR GAP BYPASSES MUST BE AUTHORIZED BY THE UTILITY.

TABLE A		
RP SIZE	MIN. ID	DRAIN SIZE
3/4" - 1 1/2"	2"	4"
1 1/2" - 2"	4"	6"
2 1/2" - 3"	6"	8"
4" - 10"	8"	10"

GENERAL NOTES (WATER)

3
GEN NOTES



NOTES:

1. ALL CONNECTIONS SHALL BE MUELLER COMPRESSION COUPLINGS (OR APPROVED EQUAL) OR INSTANT TAPED WITH 6 WRAPS OF DUCT TAPE AFTER PIPE INSERTED.
2. ALL VALVES SHALL BE RING TIGHT (RT) OR RESILIENT SEAL VALVES.
3. WATER SERVICE LINES SHALL BE 3/4" SDP 7 CLASS 200 (ASTM D2239) OR APPROVED EQUAL.
4. ALL SERVICE LINES SHALL HAVE A MINIMUM TEST PRESSURE RATING OF 200 PSI.
5. LOCATE FRONT OF METER BOX NO CLOSER THAN 1' AND NO FURTHER THAN 4' BEHIND SIDEWALK. WHERE CURB OR SIDEWALK DOES NOT EXIST, LOCATE METER BOX AS DIRECTED BY CITY OF FERNLEY.
6. SERVICE CLAMPS SHALL BE 317 STAINLESS STEEL DOUBLE-STRAP EPOXY-COATED (OR APPROVED EQUAL), O.D. CONTROLLED SADDLE FOR DISTRIBUTION MAINS.
7. ALL SINGLE AND DUAL WATER METER BOXES SHALL HAVE A REMOTE READER CABLE PROVISION IN LID (SEE WATER METER DETAILS #17 & #18).
8. MINIMUM DISTANCE BETWEEN TAPS AND COUPLINGS 18".
9. CORPORATION STOP, CURB STOP, AND SERVICE LINE TO BE THE SAME SIZE.
10. COUPLINGS 3/4" AND 1" SHALL BE COMPRESSION OR INSTANT COUPLINGS. 1 1/2" & 2" SHALL BE BRASS COMPRESSION COUPLING WITH SLEEVE.
11. CUSTOMERS ARE REQUIRED TO HAVE A SHUTOFF DEVICE ON THEIR SIDE OF THE WATER METER FOR EMERGENCY.
12. ALL POLYETHYLENE TUBING SHALL CONFORM TO AWWA STANDARD C901 POLYETHYLENE (PE) PRESSURE PIPE AND TUBING, 1/2 INCH THROUGH 3 INCH FOR WATER SERVICE AND ASTM D2737 SPECIFICATION FOR POLYETHYLENE (PE) PLASTIC TUBING.

WATER SERVICE CONNECTION

20
WATER

TYPICAL LOCATIONS WHERE RP ASSEMBLIES ARE REQUIRED

(THIS LIST IS ACCORDING TO NAC 445A.67195. CITY OF FERNLEY MAY REQUIRE AN RP FOR APPLICATIONS NOT LISTED HERE):

- A BUILDING THAT:
 - CONTAINS A HOTEL, MOTEL, CASINO, CONDOMINIUM OR TOWNHOUSE, OR ANY APARTMENTS;
 - IS USED FOR UNIDENTIFIED COMMERCIAL PURPOSES;
 - UTILIZES ANY SEWAGE PUMPS OR EJECTORS;
 - UTILIZES A HYDRONIC HEATING SYSTEM WITH A CHEMICAL ADDITIVE;
 - HAS A BAPTISMAL FONT;
 - UTILIZES A BOTTLING SYSTEM;
 - IS A BREWERY, CANNERY, PACKING HOUSE, DAIRY PROCESSING FACILITY, RESTAURANT, OR OTHER FACILITY WHERE FOOD IS PROCESSED OR SERVED, DENTAL CLINIC, MEDICAL FACILITY, HOSPITAL, CONVALESCENT HOME, SANITARIUM, MORGUE, MORTUARY, FACILITY FOR CONDUCTING AUTOPSIES, LABORATORY, SCHOOL, COLLEGE, UNIVERSITY, PUBLISHING OR PRINTING FACILITY, VETERINARY CLINIC, PET SHOP, PET GROOMING FACILITY, LAUNDRY OR DRY CLEANING FACILITY, DYEING FACILITY, ANY ELECTROCHEMICAL PLATING FACILITY, FACILITY THAT HAS A POOL, OR SPA, A PARK FOR MOBILE HOMES OR RECREATIONAL VEHICLES, FACILITY FOR PRODUCTION OF POWER, FACILITY THAT HANDLES, PROCESSES OR STORES RADIOACTIVE MATERIALS, FACILITY THAT PROCESSES SAND OR GRAVEL, FACILITY THAT MANUFACTURES OR UTILIZES CHEMICALS, FACILITY FOR THE MANUFACTURING, REPAIR, OR WASHING OF MOTOR VEHICLES, FACILITY FOR MANUF. OR PROCESSING OF FILM, FACILITY FOR MANUFACTURING OF ICE, A FACILITY FOR MANUF. PROCESSING OR CLEANING OF METAL, FACILITY FOR MANUF. OF ANY RUBBER, FACILITY FOR MANUF. OF ANY PAPER, ANY FACILITY FOR MANUF. PROCESSING OR FABRICATION, CLASS 4, CLASS 5, OR CLASS 6 FIRE SPRINKLER SYSTEMS, IRRIGATION SYSTEMS WHERE CHEMICALS ARE INJECTED OR BOOSTER PUMPS ARE ADDED.

TYPICAL LOCATIONS WHERE DC OR PVB/SVB ASSEMBLIES OR AIR GAPS ARE REQUIRED

(THIS LIST IS ACCORDING TO NAC 445A.67195. CITY OF FERNLEY MAY REQUIRE A DC, PVB/SVB OR AG FOR APPLICATIONS NOT LISTED HERE):

- DC IS REQUIRED FOR A BUILDING WITH CLASS 1, CLASS 2, OR CLASS 3 FIRE SPRINKLER SYSTEMS, A SITE WITH AN AUXILIARY WATER SUPPLY, AND A SITE WITH TWO METERS. A PVB/SVB IS REQUIRED FOR IRRIGATION SYSTEMS WITH NO PUMPS OR CHEMICAL INJECTION SYSTEMS. AN AIR GAP IS REQUIRED FOR STORM DRAINAGE SYSTEMS, SEWAGE COLLECTION, DISTRIBUTION, OR TREATMENT SYSTEMS, AND FILL LOCATIONS FOR PORTABLE SPRAYING OR CLEANING EQUIPMENT.

GENERAL NOTES FOR SANITARY SEWER

1. SEWER LINE CLEANING SHALL BE PERFORMED WITH HYDRAULICALLY PROPELLED, HIGH-VELOCITY JET, MECHANICALLY POWERED EQUIPMENT, OR OTHER PUBLIC WORKS APPROVED DEVICES. THE CLEANING SHALL RESTORE THE SEWER LINES TO A MINIMUM OF 85% OF THE LINES ORIGINAL CARRYING CAPACITY. FINAL ACCEPTANCE SHALL BE MADE AFTER SUCCESSFUL INSPECTION TO THE PUBLIC WORKS INSPECTORS SATISFACTION THAT THE CONDITIONS ABOVE HAVE BEEN MET.
 2. SEWER GRADES SHALL BE VERIFIED AT EACH MANHOLE. INSPECTOR SHALL VERIFY PROPER OPERATION OF LEVELING EQUIPMENT AND PROCEDURE.
 3. ALL NEW PUBLIC COLLECTOR SEWERS SHALL BE 8 INCHES OR LARGER.
 4. PERFORM PLASTIC PIPE BALL AND MANDREL TESTS ON NEWLY INSTALLED SEWER PIPE IN ACCORDANCE WITH SECTION 336.03.09 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 5. PERFORM AIR PRESSURE TESTING ON NEWLY INSTALLED SEWER PIPE IN ACCORDANCE WITH SECTION 336.03.07.04 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- GENERAL NOTES FOR E-ONE SEWER**
1. MINIMUM BURY DEPTH IS 30 INCHES.
 2. ALL LOW PRESSURE FORCE MAIN PIPING SHALL BE SDP 21 PVC FOR 2" AND 3" MAINS AND C900 PVC FOR 4" AND LARGER MAINS.
 3. INSTALL AIR-RELEASE VALVES AT SYSTEM HIGH POINTS OR EVERY 2000 FT OF PIPE RUN.
 4. INSTALL FLUSHING STATIONS AND ISOLATION VALVES AT EVERY 1500 FT OF PIPE RUN AND WHENEVER TWO OR MORE MAINS COME TOGETHER.
 5. 'LOOPED' SYSTEMS ARE NOT ALLOWED.
 6. SIZE SEWER MAINS IN ACCORDANCE WITH TABLES 4 AND 7 (MAXIMUM NUMBER OF GRINDER PUMP CORES OPERATING DAILY AND SCH 40 PVC PIPE FLUID DYNAMICS) FROM THE ENVIRONMENT ONE CATALOG.
 7. USE OF ENVIRONMENT-ONE SYSTEM COMPONENTS HAS BEEN AUTHORIZED BY THE UTILITY. ALTERNATE SYSTEM WILL BE REVIEWED ON A CASE-BY-CASE BASIS.
 8. 'FLAPPER' TYPE STOP-CHECK VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN LINE AS FEASIBLE.

GEOTECHNICAL NOTE:

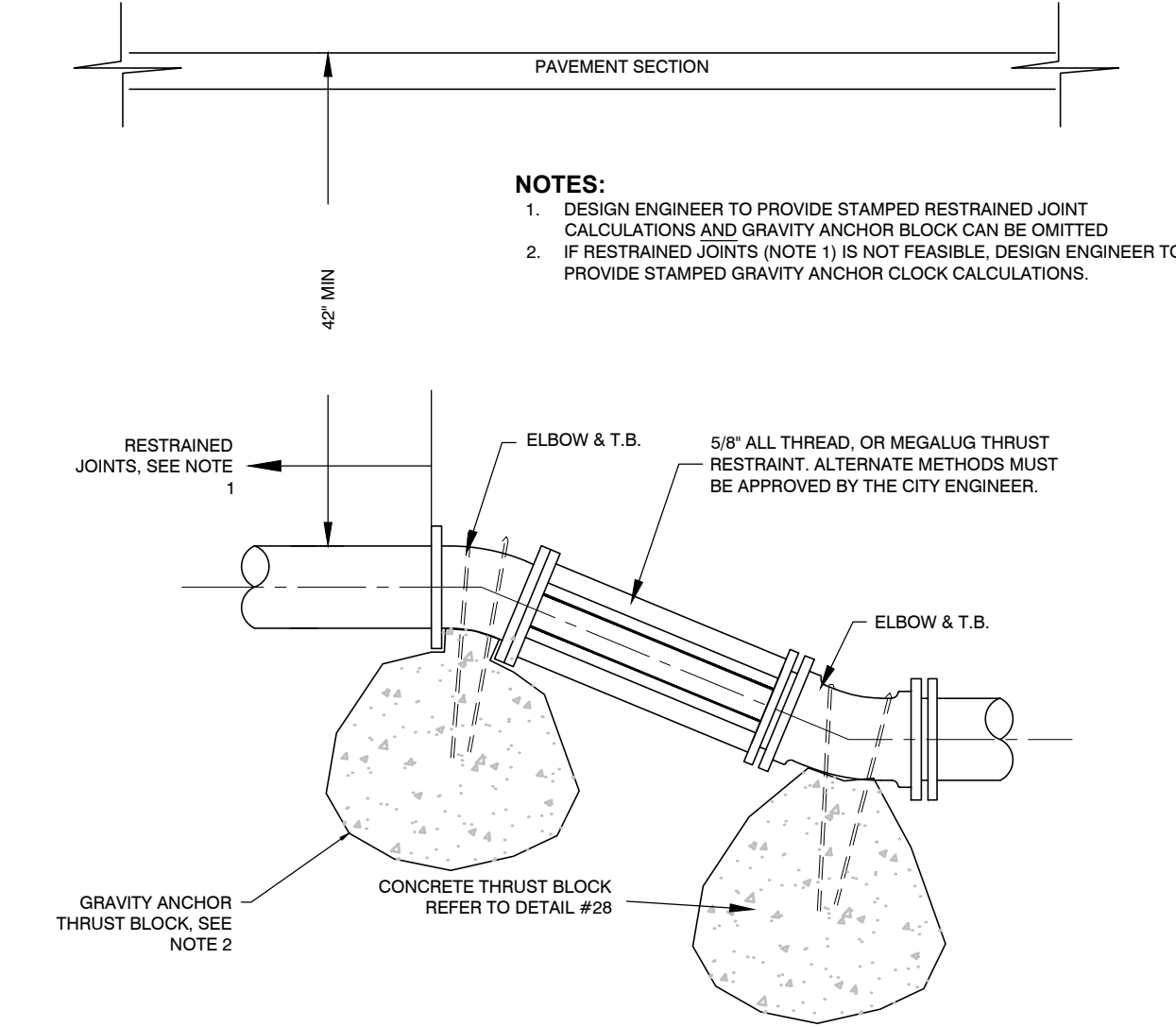
BACKFILL OF L.P. SEWER TRENCHES SHALL BE IN ACCORDANCE WITH THE DETAIL ON PAGE ONE OF THESE CITY OF FERNLEY STANDARDS. THE REQUIREMENT FOR CLASS 'A' BEDDING SAND MAY BE WAIVED IF THE TRENCH IS IN A NON-STRUCTURAL LOCATION AND THE NATIVE MATERIAL HAS A PLASTICITY INDEX OF LESS THAN 20.

SYSTEM TESTING:

1. THE CITY OF FERNLEY OR IT'S AUTHORIZED INSPECTOR SHALL INSPECT ALL SYSTEMS PRIOR TO BURIAL.
2. COMPACTION TESTING (>90% ASTM D1557A) IS REQUIRED IN ALL STRUCTURAL AREAS.
3. HYDROSTATIC ALLY TEST THE LINE TO 150% OF DEAD HEAD PRESSURE (90 psi) FOR 2 HOURS. SYSTEM SHALL NOT LOSE MORE THAN 5 psi WITHIN THIS TESTING PERIOD.

GENERAL NOTES (WATER & SEWER)

4
GEN NOTES



VERTICAL RESTRAINT

21
WATER

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DATE	REVISIONS	REVISION
10/23/2023	ADDENDUM 1 REVISIONS	

REVISION	REVISION
1	ADDENDUM 1 REVISIONS

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT
DETAILS



9-21-2023

JOB NO.: 21-349.3A

DATE: 9-21-2023

DESIGNED: PRC/JEC

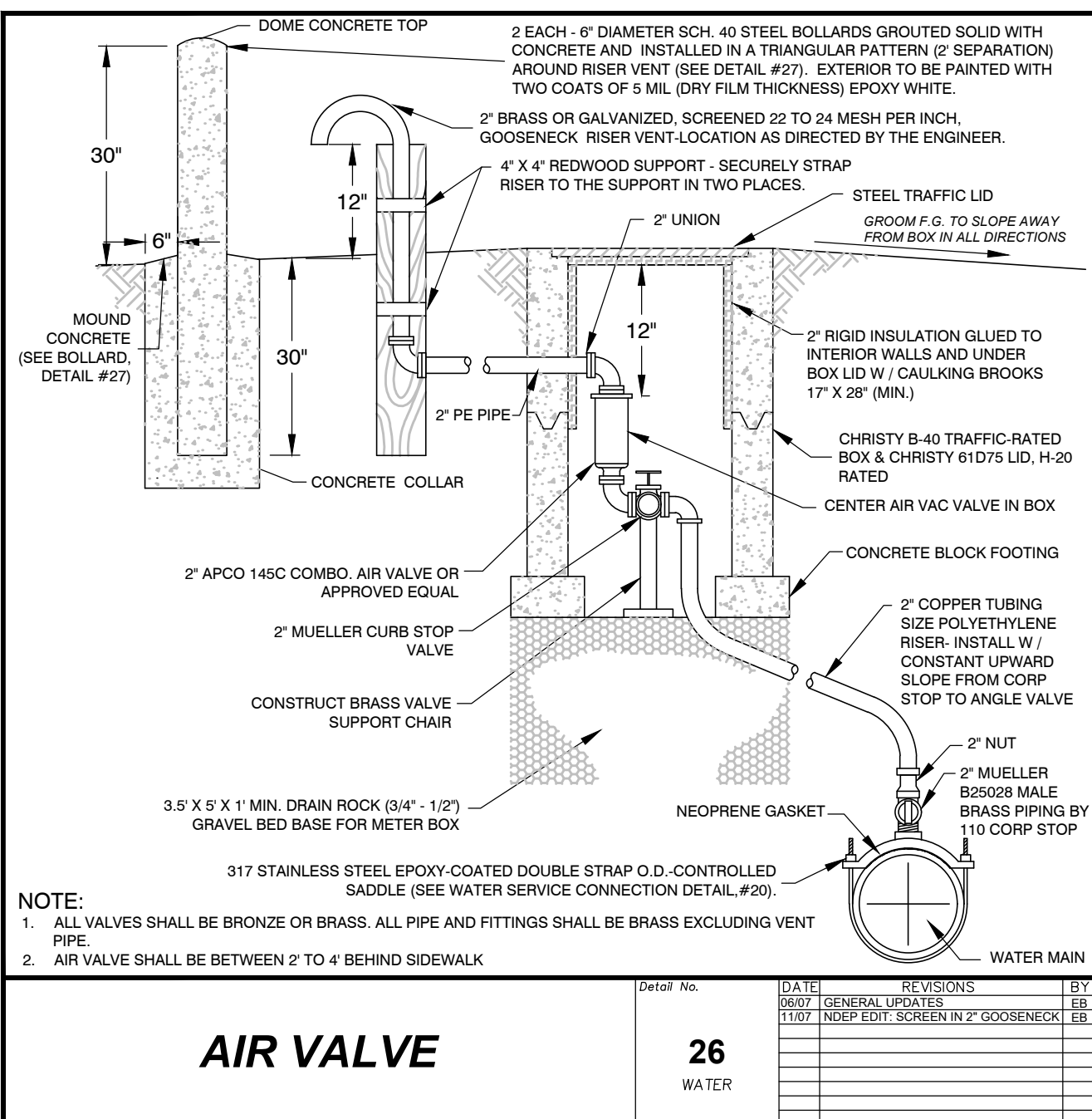
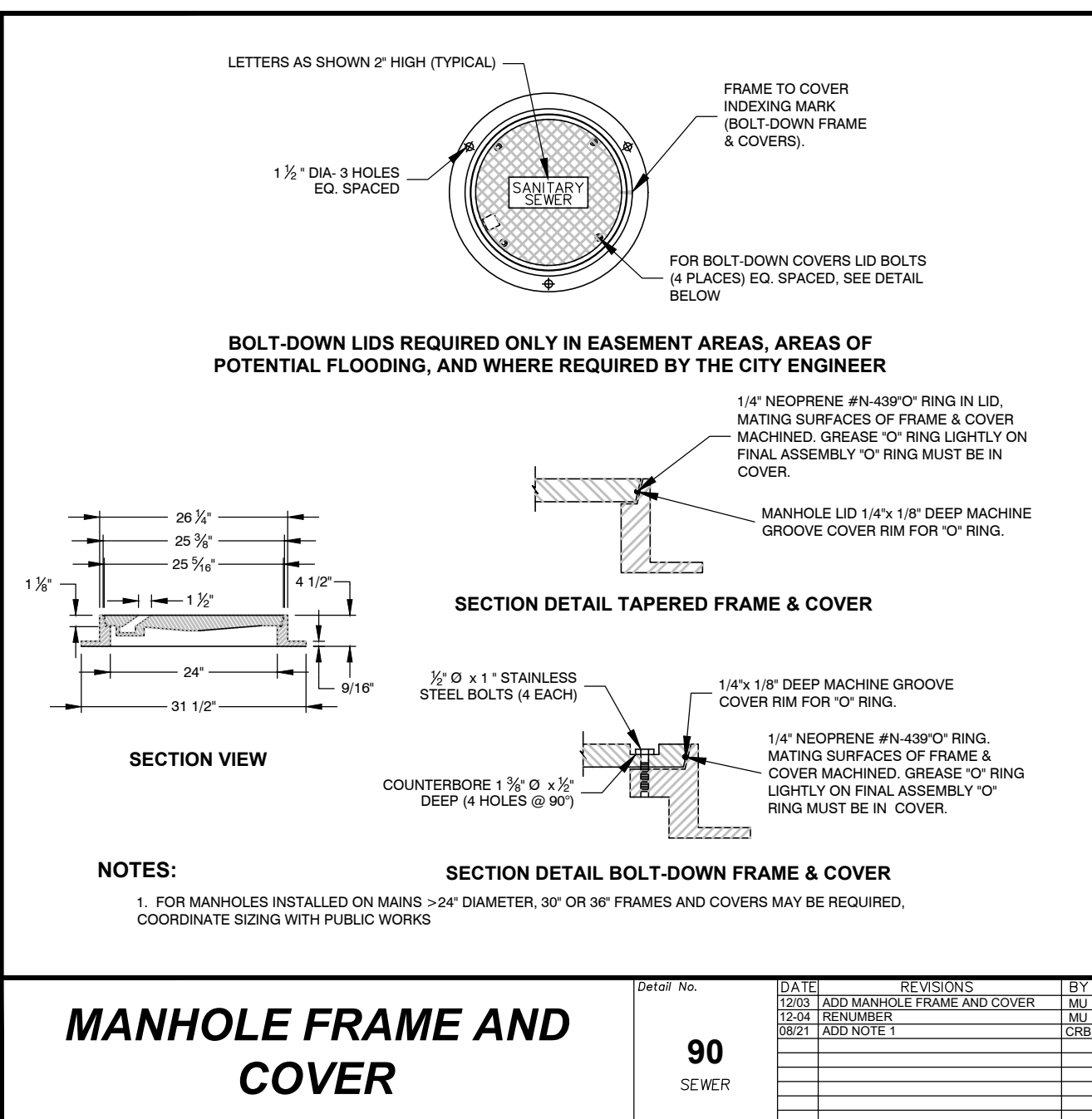
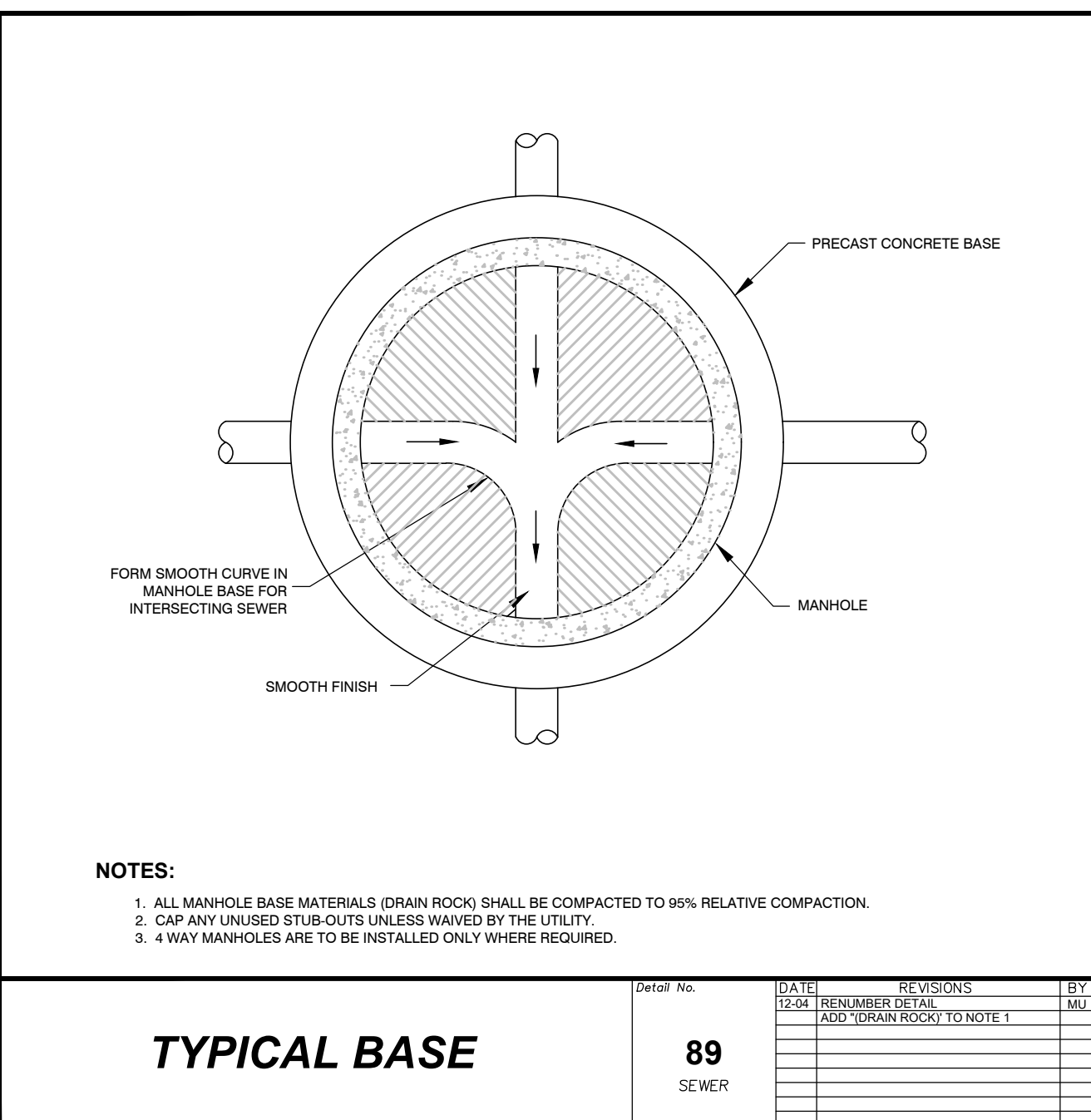
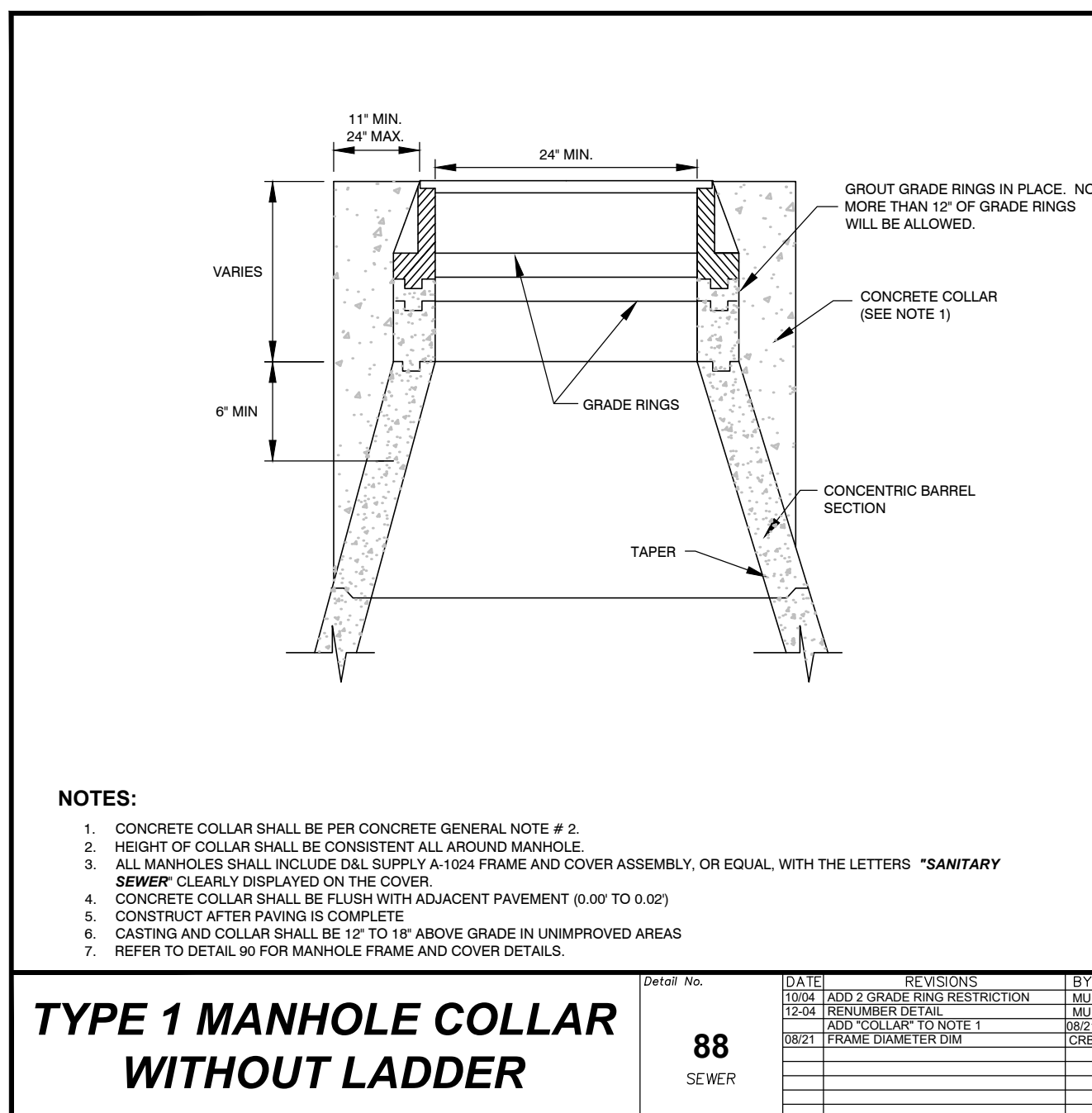
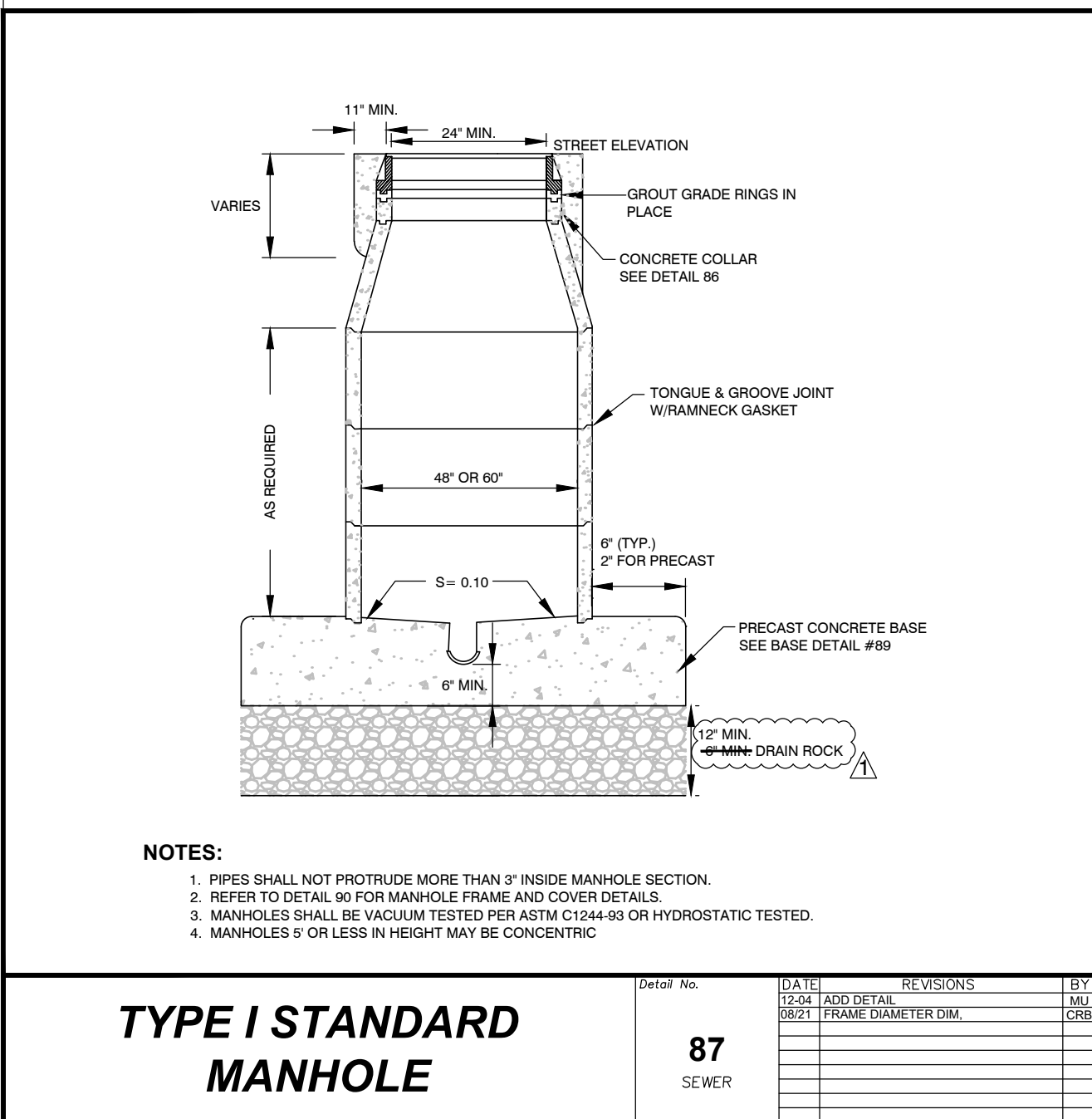
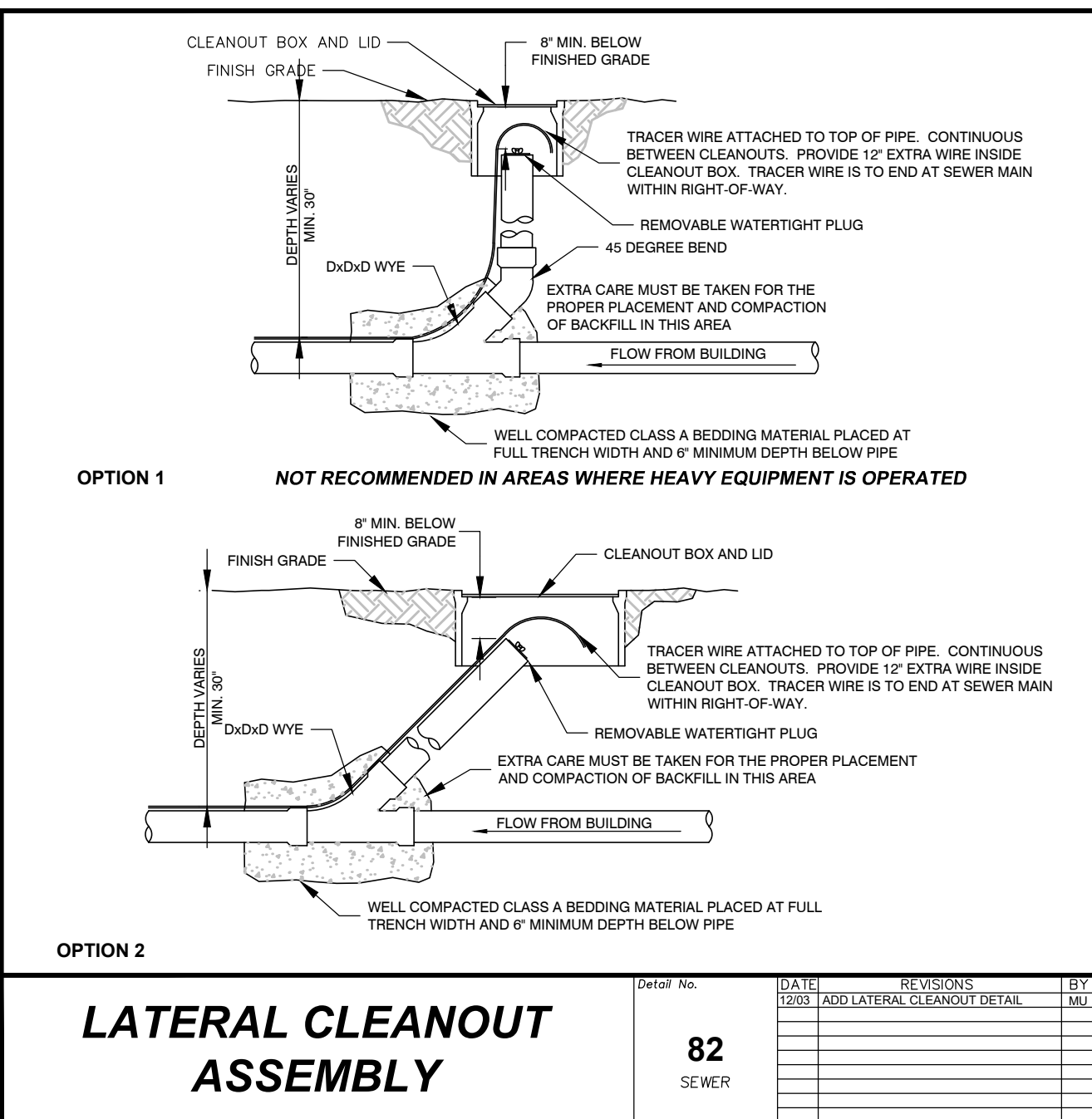
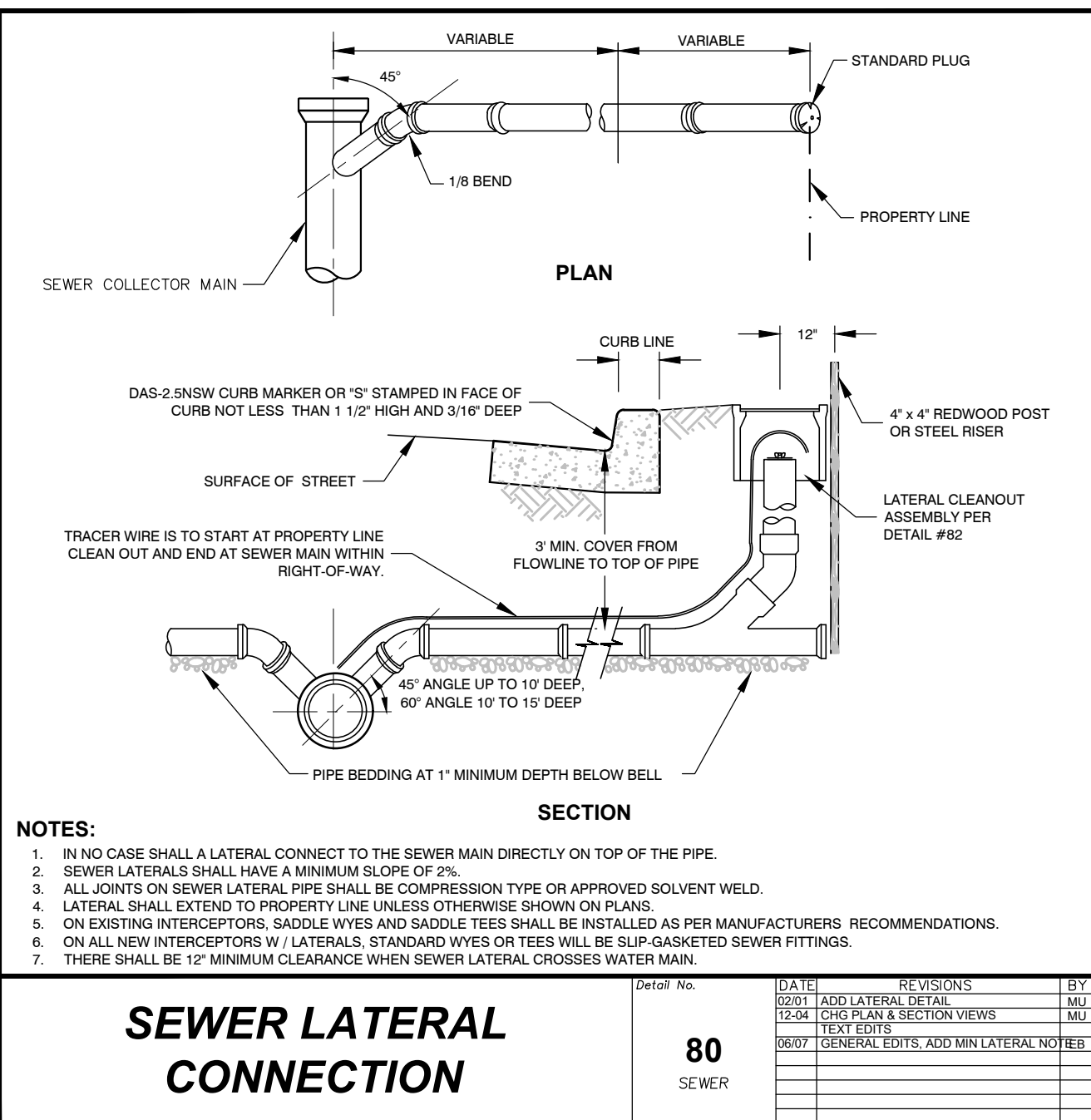
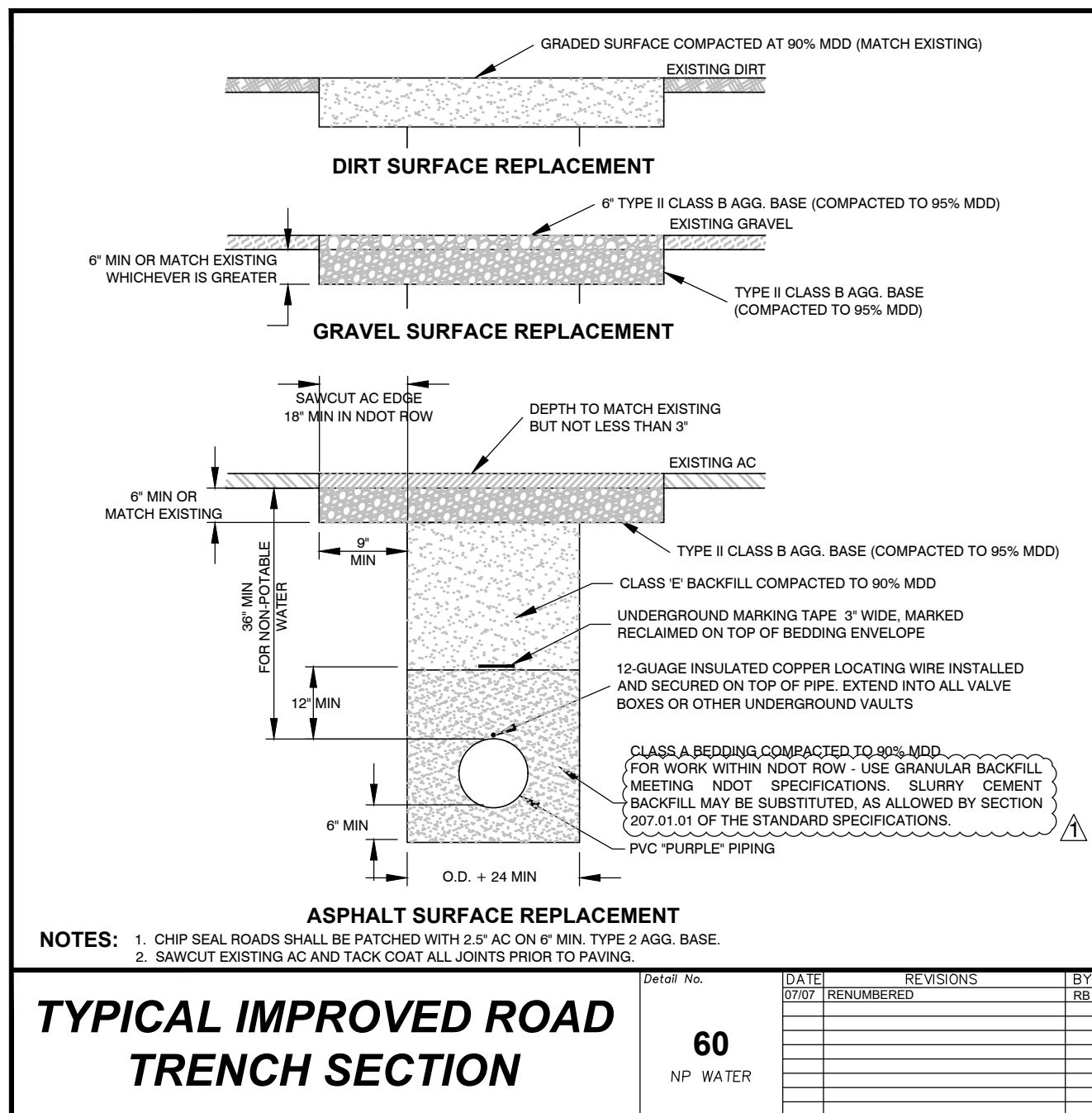
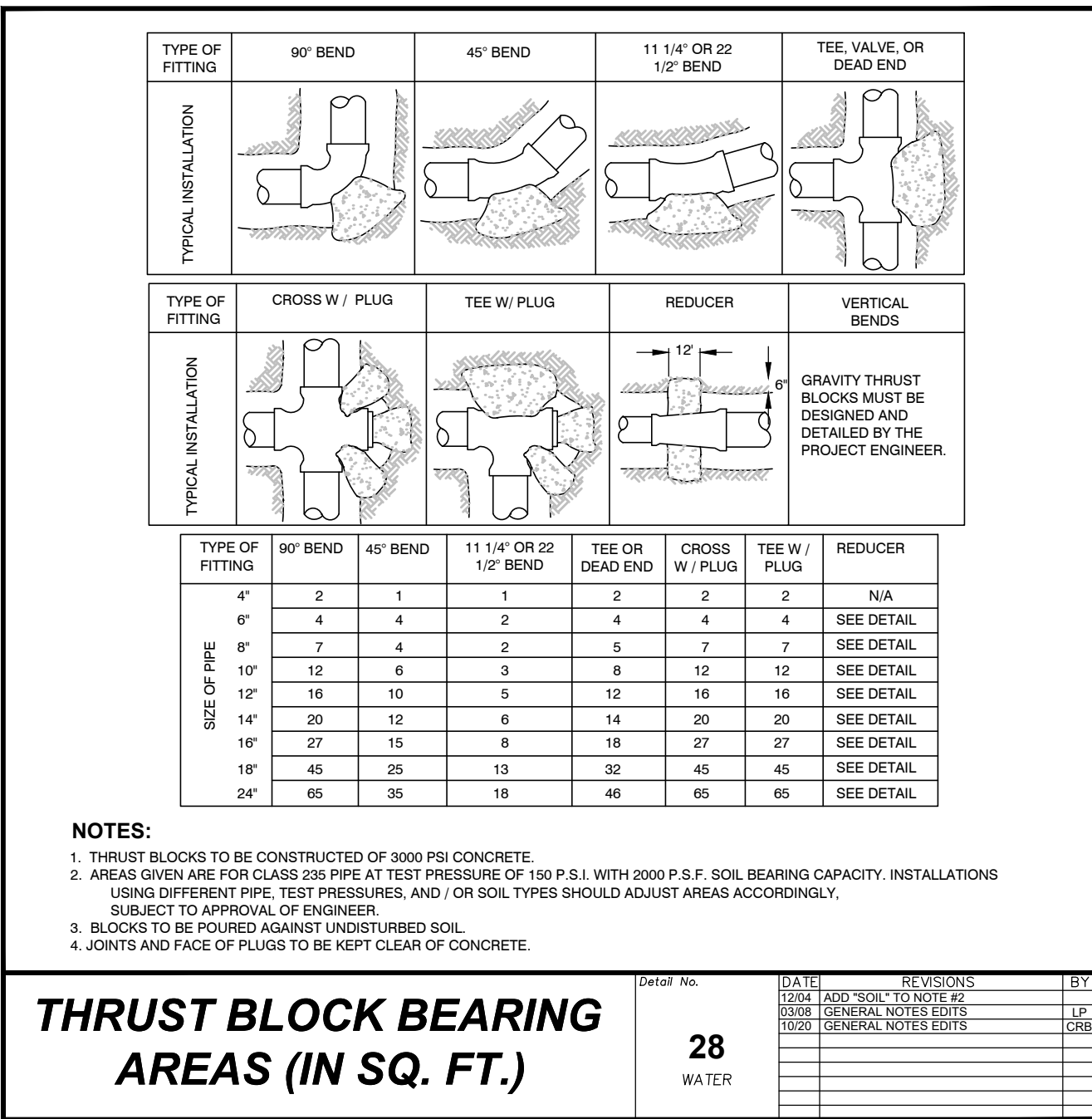
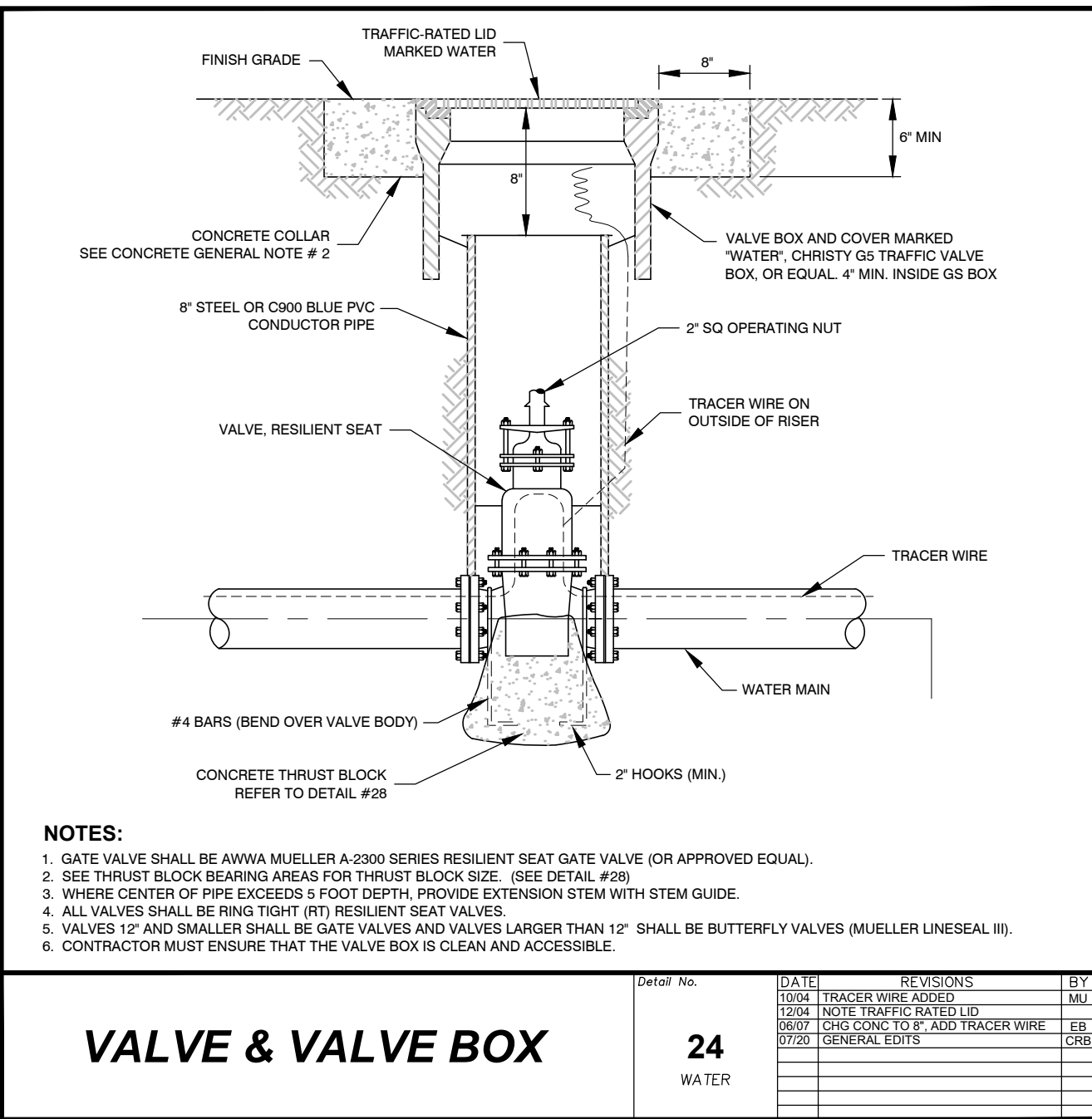
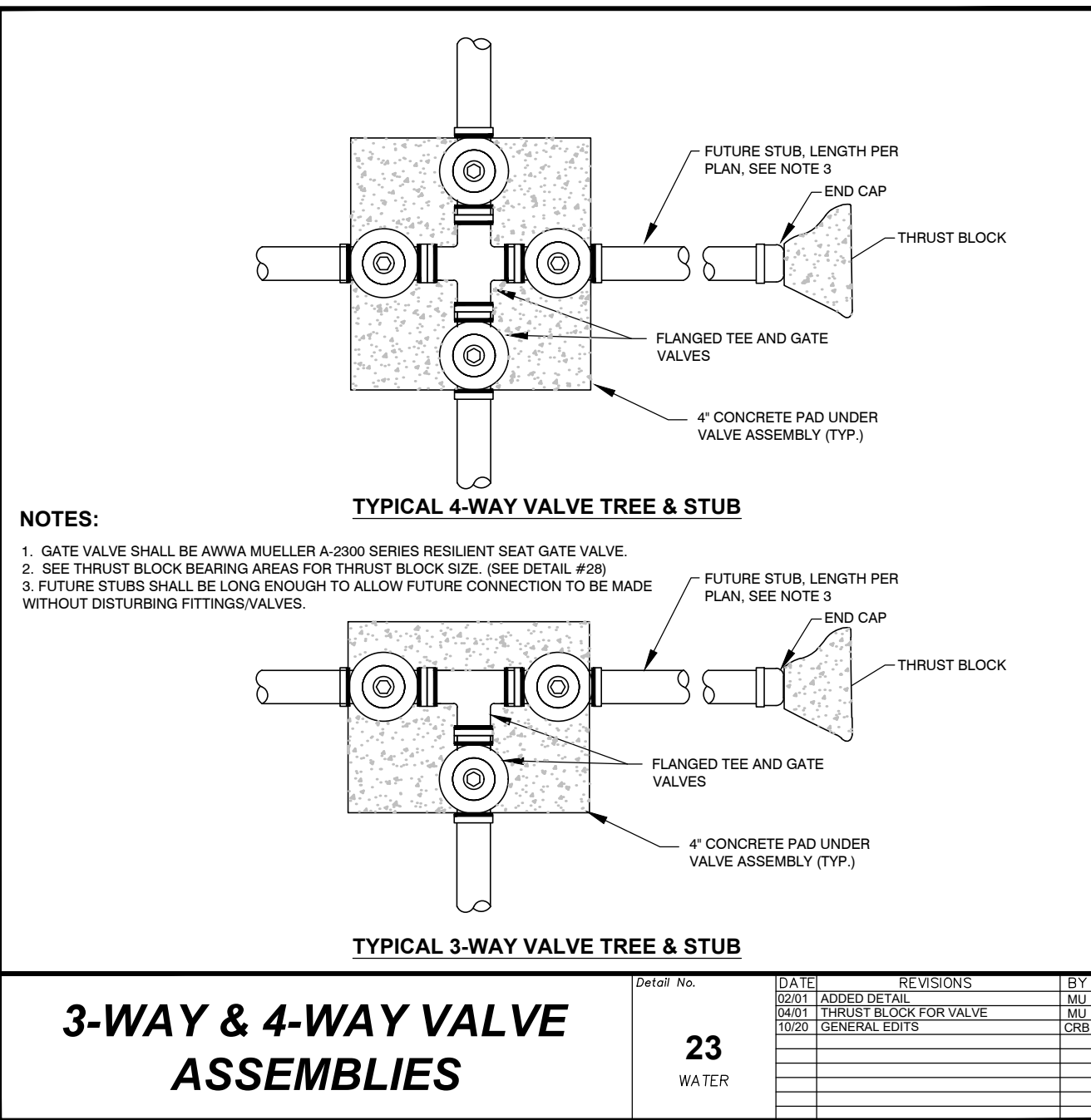
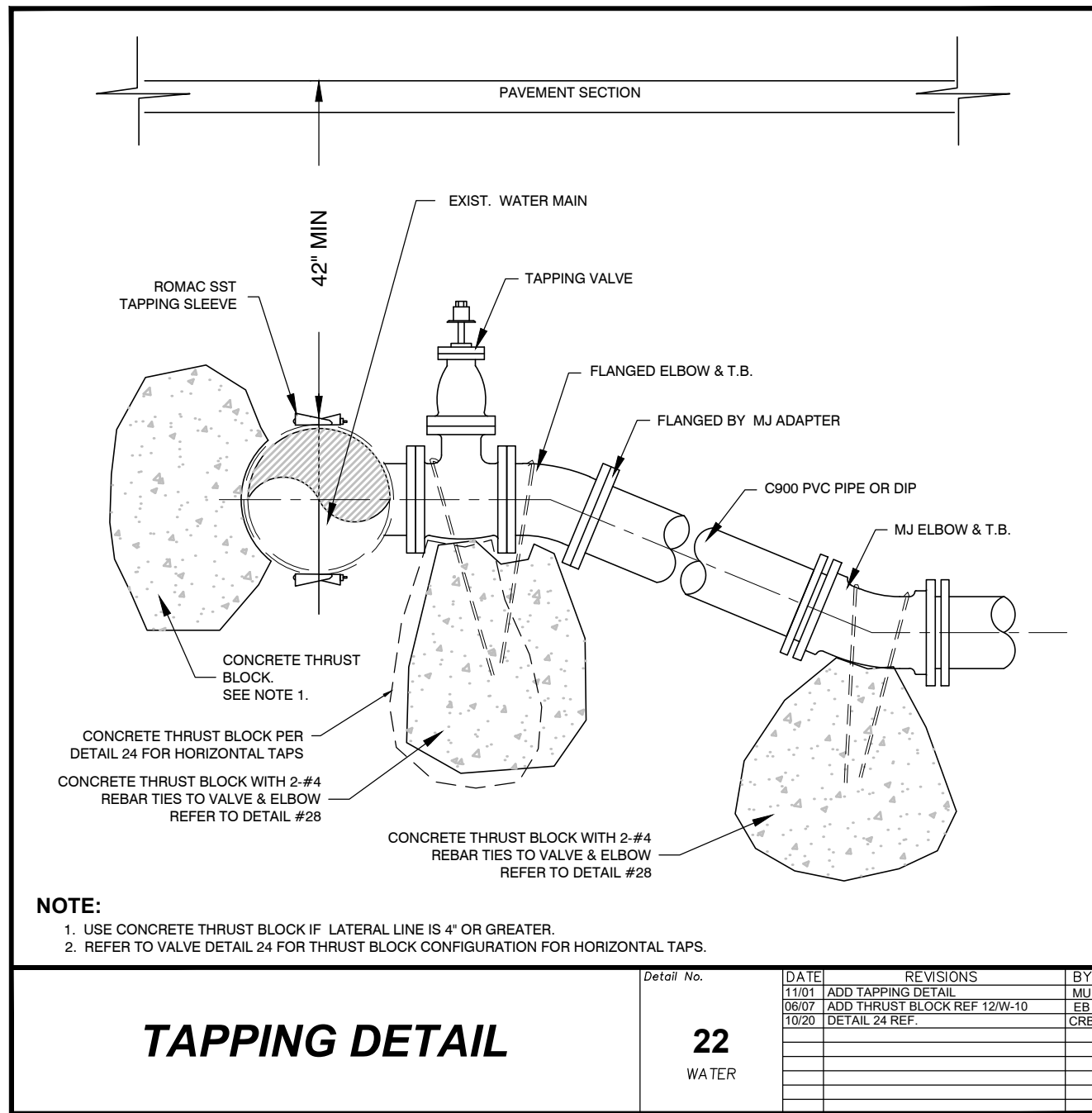
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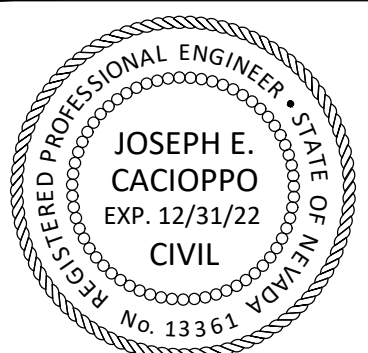
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REVISION	DATE	REVISIONS
1	10/23/2023	ADDENDUM 1

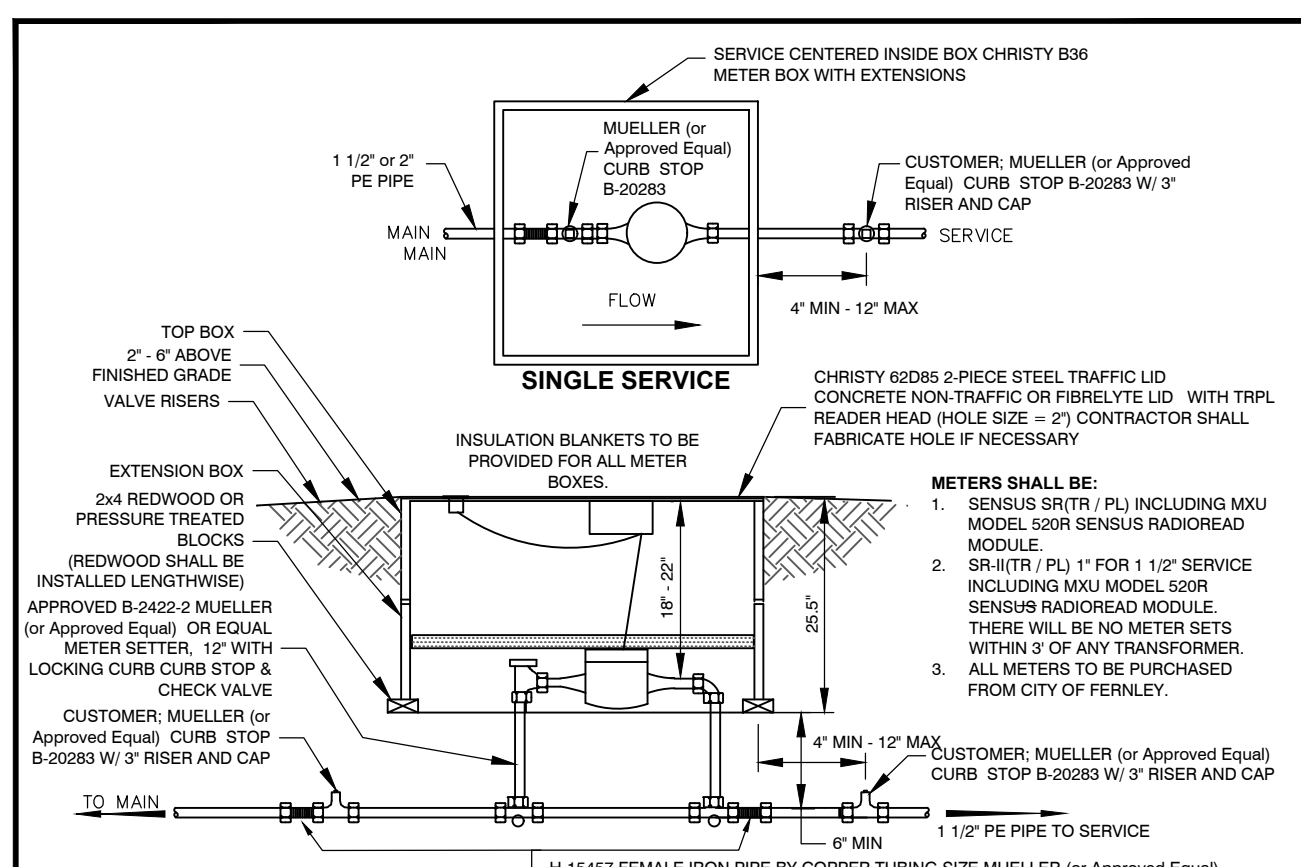
CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

DETAILS



JOB NO.:	21-349.3A
DATE:	9-21-2023
DESIGNED:	PRC/JEC
DRAWN BY:	PRC
CHECKED:	JEC

SHEET C13



NOTES:

1. THERE SHALL BE NO OBSTRUCTIONS WITHIN 3' OF METER BOX.

2. CITY OF FERRYVILLE SHALL METER IN YOKES AND LOCK OUT AFTER SUCCESSFUL BACTERIOLOGICAL TEST. 48 HOURS ADVANCE NOTICE TO BE GIVEN TO THE CITY OF FERRYVILLE.

3. FENCING SHALL IN NO WAY PREVENT ACCESS TO CITY PERSONNEL FOR READING AND FOR MAINTENANCE. METER BOXES SHALL NOT BE INSTALLED IN DRIVEWAYS OR SIDEWALKS AND THE FRONT CURB OF METER BOX SHALL BE INSTALLED NO CLOSER THAN 1' AND NO FURTHER THAN 4' REINBURCING OF WALK.

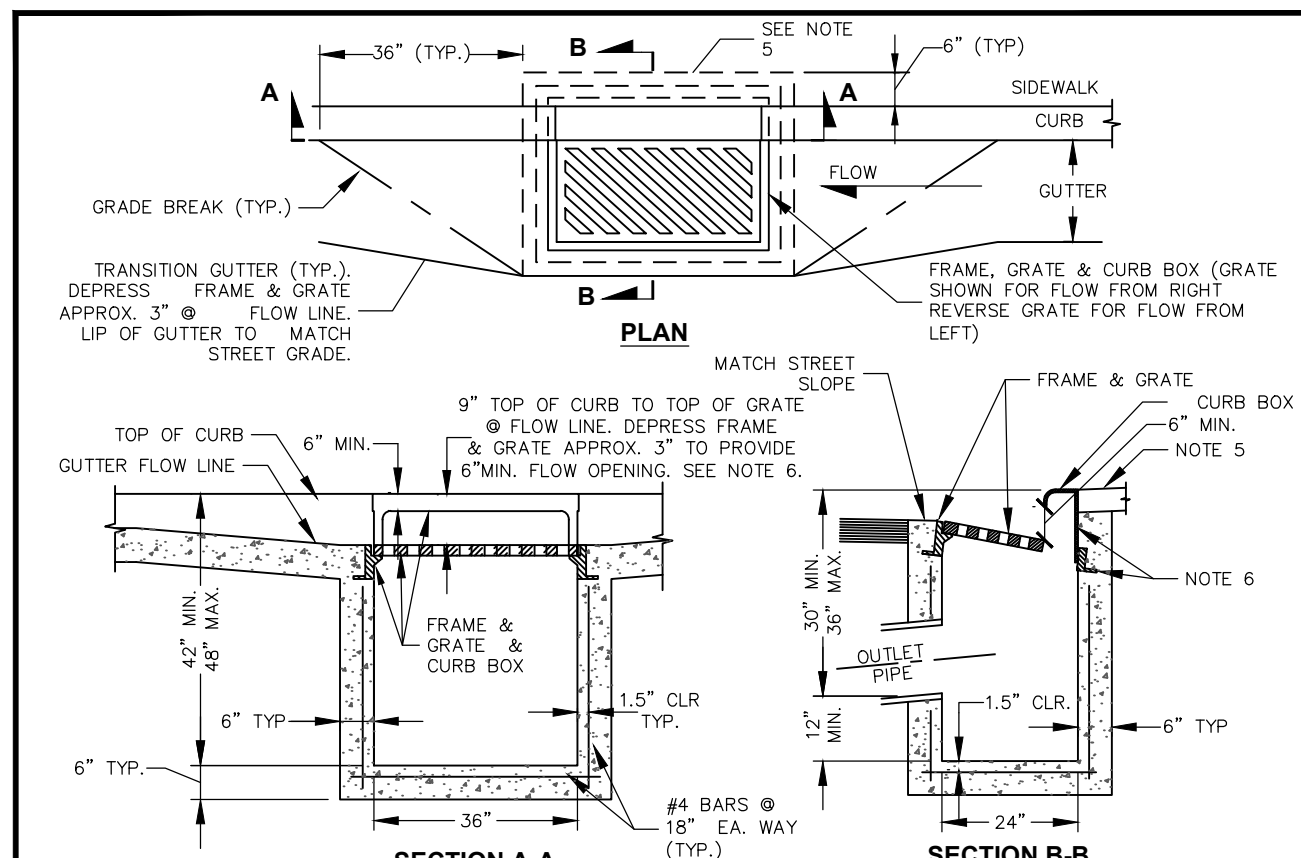
4. ALL PIPE AND FITTINGS SHALL BE 200 PSI PRESSURE RATED.

5. H-50 CONCRETE BOXES & LID ASSEMBLIES SHALL BE DESIGNED IN ALL HEAVY TRAFFIC AREAS.

6. METER SIZES LARGER THAN 2" SHALL BE DESIGNED BY AN ENGINEER AND APPROVED BY THE CITY OF FERRYVILLE.

7. METER SIZES LARGER THAN 2" SHALL INCLUDE A BYPASS LINE TO BE DESIGNED BY AN ENGINEER.

8. METER SIZES LARGER THAN 2" (IN. METER IN) SHALL BE INSTALLED WITH A BEND DOWN IF REQUIRED.



1. COMPRESSIVE STRENGTH AT 28 DAYS, MINIMUM 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER / CEMENT RATIO OF 0.45. TRANSMISSION 60% MINIMUM. ALL CONCRETE SHALL CONFORM TO SSPWC SECTION 7.02.

2. REINFORCED STEEL SHALL BE GR40 AND HAVE 1/2" MINIMUM CLEAR COVER.

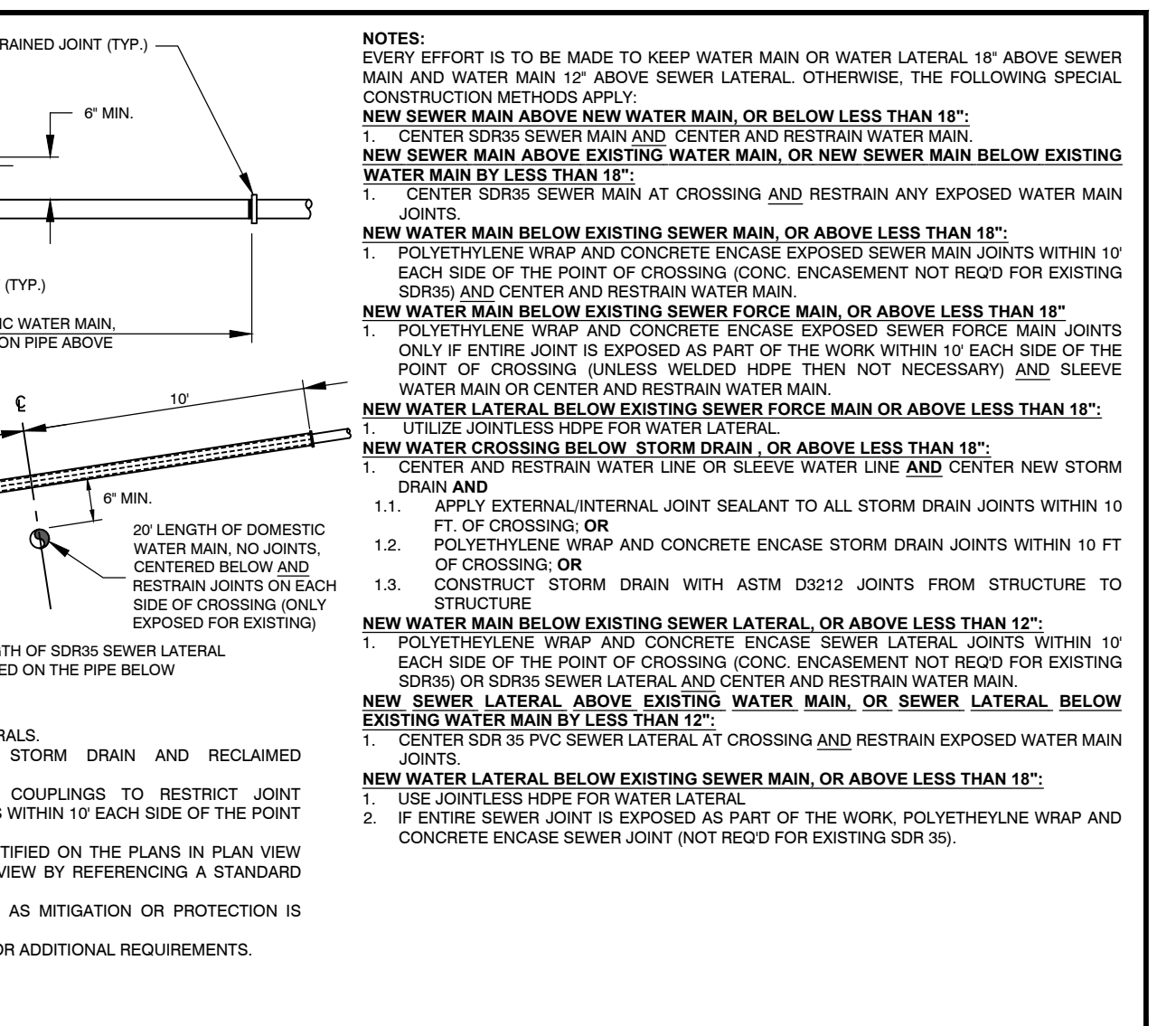
3. CONCRETE STRUCTURE MAY BE A PRE-CAST CONCRETE UNIT UPON APPROVAL OF THE COUNTY ENGINEER. BASE OF PRE-CAST CONCRETE UNIT SHALL BE PLACED ON 6" COMPACTED DRAIN ROCK.

4. FRAME, GRATE & CURB SHALL BE NENAM R-3067 OR APPROVED EQUIV. (WITH EQUAL FLOW CAPACITY AND WEIGHT).

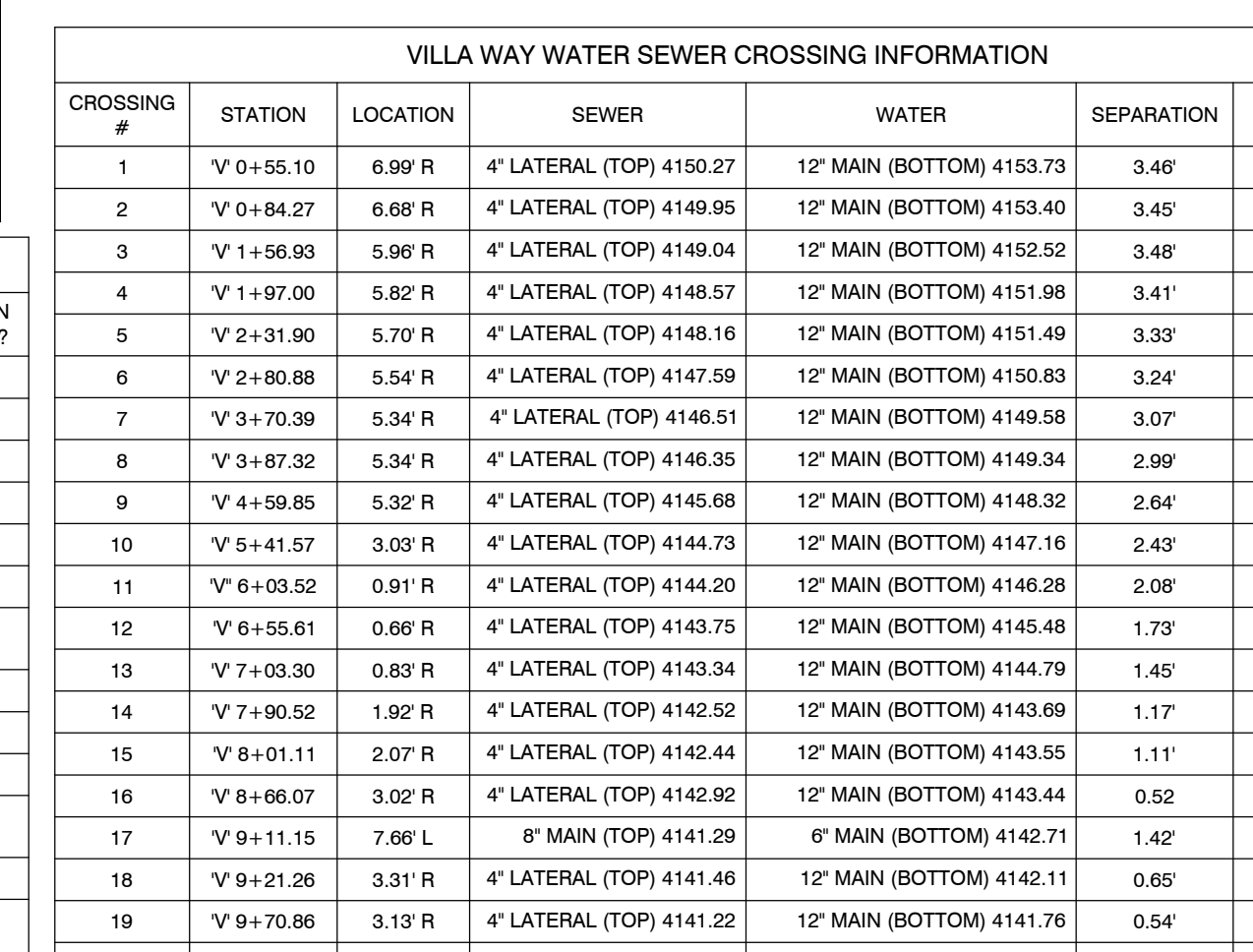
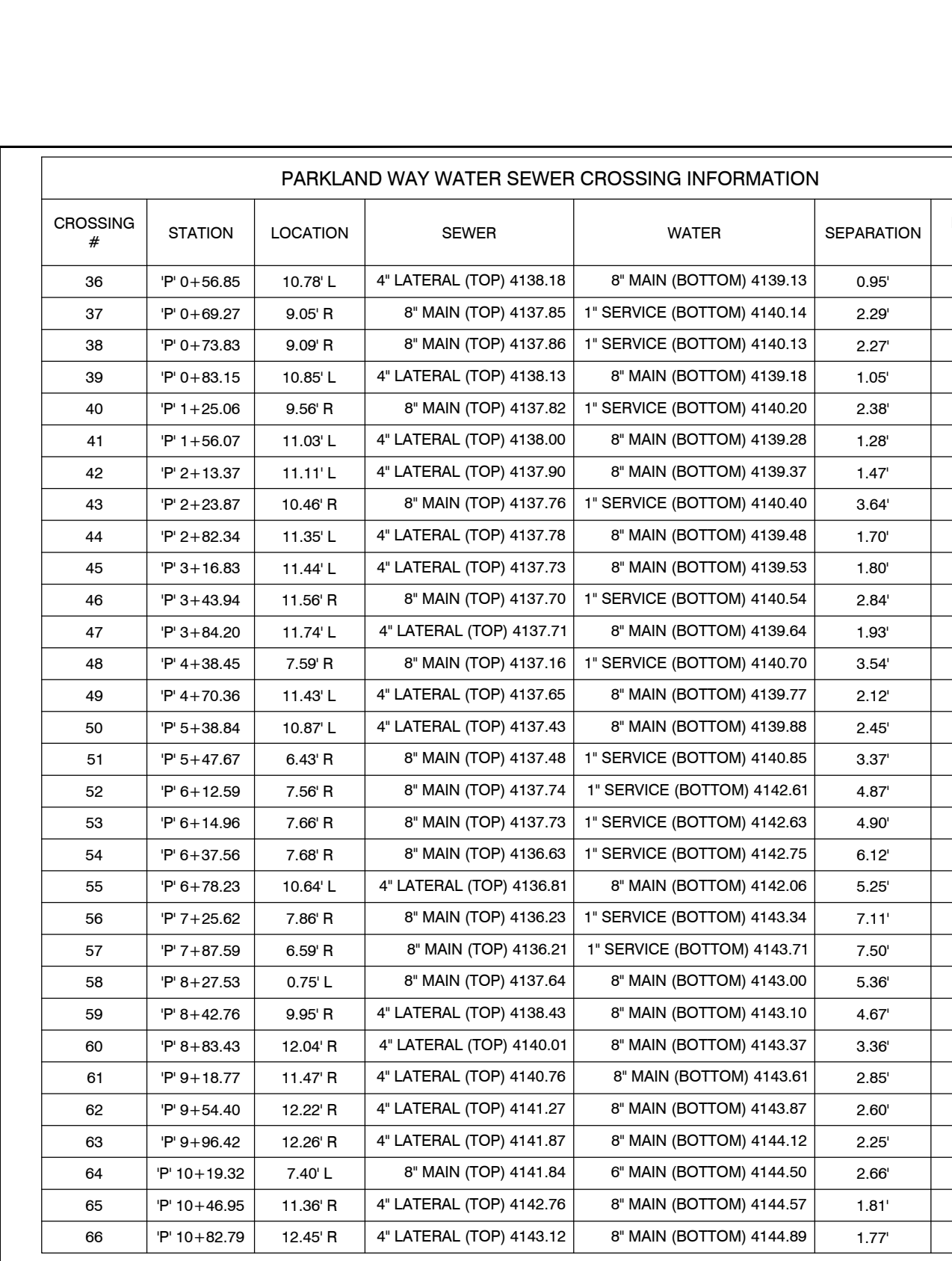
5. CONCRETE SHALL BE PLACED AS SHOWN HEREIN AND SHALL BE ALLOWED TO CURE PROPERLY.

6. TILT FRAME & GRATE AS REQUIRED TO ATTAIN R-6 MIN FLOW OPENING & SHIM BETWEEN CURB BOX & FRAME AS REQUIRED TO MATCH CURB BOX TO TOP OFF CURB AND FACE OF CURB (SEE SECTION B-8).

7. CATCH BASINS SHALL ONLY BE CONNECTED TO MANHOLES OR CONNECTED TO STORM DRAIN MAINS BY LATERALS.



DATE	REVISIONS	BY
03/04	UPDATE ENGAGEMENT REQUIREMENTS	MB
06/07	GENERAL EDITS, MIN LAT SZ ADDED	EB
11/07	REVISE NOTES, CLEARANCE & CROSS	EB
11/07	REDUCE MIN SEPARATION TO 6"	EB
04/08	MAJOR REVISIONS	EB
8/21	GENERAL EDITS	CRB
01/22	NDEP COMPLIANCE CHECK	CRB



21	V 10+73.28	2.09' R	4" LATERAL (TOP) 4138.86	12" MAIN (BOTTOM) 4141.04	2.18'
22	V 10+81.21	9.00' L	8" MAIN (TOP) 4138.42	8" MAIN (BOTTOM) 4141.34	2.92'



October 31, 2019

Mr. Darrel Starkey, City Engineer
City of Fernley
595 Silver Lace, Blvd.
Fernley, NV 89408

**Subject: *Baseline Geotechnical Investigation
Villa Park Subdivision Sewer Replacement
Fernley, Nevada***

Dear Mr. Starkey:

Submitted herein is Resource Concepts In. (RCI) baseline geotechnical investigation conclusions and recommendations for the Villa Park Sewer Replacement Project, Fernley, Nevada.

BACKGROUND AND SITE EXPLORATION

RCI understands that the project will consist of the reconstruction of approximately 1,200 feet of existing sewer line. It is assumed that the sewer line will be conducted at or near existing profile elevations. Associated work will include the patching of the existing streets.

RCI conducted site exploration on October 11, 2019. At that time four test borings were excavated by manual methods in the area of the proposed sewer line replacement. The test borings were advanced by coring through the existing asphalt with portable drilling equipment and then advancing the excavations to five feet below the existing surface by use of a four-inch diameter hand auger. Each of the borings was logged and representative samples were recovered by bulk sampling methods. The existing pavement section was measured, and the asphalt cores and soil samples returned to our Carson City laboratory for testing and additional analysis. The locations of the exploration borings are shown on the attached Site Plan, Figure 1.

EXISTING CONDITIONS AND SOIL CHARACTERIZATION.

The existing pavement section ranges from approximately two inches to three inches of asphalt concrete. The asphalt concrete appears to be quite old showing surface raveling and some striping of the asphalt binder on the bottom of most of the cores recovered. All of the borings were located directly adjacent to the marked sewer trench locations. A single sample taken within the trench was classified as clayey sand. This may indicate that native soils were used as backfill or that contamination of sandy backfill occurred at the time of construction.

The aggregate base underlying existing pavement ranged from approximately five to ten inches. The aggregate base appeared to consist of Type 2, Class B gradation as per the gradation ranges specified in

the Standard Specifications for Public Works. It was noted that the underlying clayey sand to clay soils had migrated approximately one-half inch into the aggregate base.

The soils underlying the aggregate base classified as clayey sands (SC) and sandy lean clays (CL) with fines contents ranging from approximately 40% to 80% passing the 200 screens. In a few cases silty sand (SM) soils were encountered. The silty sands were discontinuous lenses ranging from approximately one to three feet thick. Native soils were typically dark brown, dark grayish brown to black with moisture contents ranging from six to twenty-four percent. The boring logs and laboratory test results are presented as attachments to this report. Selected laboratory data is displayed on the boring logs to facilitate interpretations of the data.

ENGINEERING ANALYSIS AND RECOMMENDATIONS

Native clayey soils will not meet backfill requirements for utility installations. Importation of qualified backfill and bedding should be planned for. Although silty sand soils are present as lenses, these soils are generally too fine to be qualified as bedding or backfill.

Underground utility trenches within pavement areas should be backfilled with properly compacted material. Trench backfill should be placed in loose lifts not exceeding eight inches. The lifts should be compacted to a minimum of 90% relative compaction at or near optimum moisture content.

Bedding and pipe zone backfill should extend from the bottom of the trench excavation to a minimum of six inches above the crown of the pipe. Pipe bedding material should consist of Class A backfill material as defined by the Standard Specifications for Public Works (Orange Book). Bedding and pipe zone material should be hand compacted in six-inch maximum lifts.

Granular backfill materials should be moisture conditioned to near optimum and compacted to a minimum of 90% relative density per ASTM D1557-12.

Utility trench excavations should remain near-vertical to depths of at least five feet. Some minor sloughing should be expected within some of the cleaner sand lenses or during periods of high precipitation. Native soils within five feet of the existing surface should be considered Type C by OSHA Standards. If the contractor is uncertain about the soil type designation, the engineer should be contacted, or the more conservative approach utilized by treating the excavation in question as Soil Type C. It is the contractor's responsibility to provide sufficient and safe excavation support, per OSHA Standards, as well as protecting nearby utilities, structures, and other improvements, which may be damaged by earth movements.

During or immediately following wet weather, the near-surface soil may deflect or pump under heavy equipment loads which have been encountered on projects near the site. Yielding soil conditions can typically be stabilized using one of the methods listed below. However, soil conditions and mitigation methods should be reviewed and approved by RCI when yielding soils are encountered.

- **Option 1.** Deeply scarify (ten to twelve inches) allow to air dry to near optimum moisture content and re-compact.
- **Option 2.** Remove unstable (wet) soils to a firm base and allow the wet subgrade soil to dry to near optimum moisture content and re-compact. Replace the removed soils with drier soil meeting the structural fill specifications.

Other stabilization alternatives such as geosynthetic fabrics or grids, rock stabilization layers and soil chemical treatments may be appropriate depending on the situation. Consultation with us is crucial for expedient and appropriate mitigation.

Although groundwater was not encountered in our borings, it has been observed near the site to be present from approximately five to eight feet below the existing surface. If utility or other excavations will exceed five feet in depth, we recommend that the site be pot-holed prior to construction to determine if wet trench conditions will be present that may require mitigation.

LIMITATIONS

The preliminary recommendations of this report pertain only to the site investigated and are based upon the assumption that soil and groundwater conditions do not deviate from those disclosed in the investigation. If any variations or undesirable conditions are encountered during construction, or if the proposed construction will differ from that anticipated herein, RCI should be notified so that supplemental recommendations can be given. The evaluation or identification of the potential presence of hazardous or corrosive materials was not part of the scope of services provided by RCI.

This report is issued with the understanding that it is the responsibility of the owner or his representative to ensure that the information and recommendations contained herein are brought to the attention of the architect and engineer for the project and incorporated into the plans, and that the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field.

The findings of this report are valid as of the present date. However, changes in the conditions of a property can occur with the passage of time, whether due to natural processes or the works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of three years.

Sincerely,
Resource Concepts, Inc.

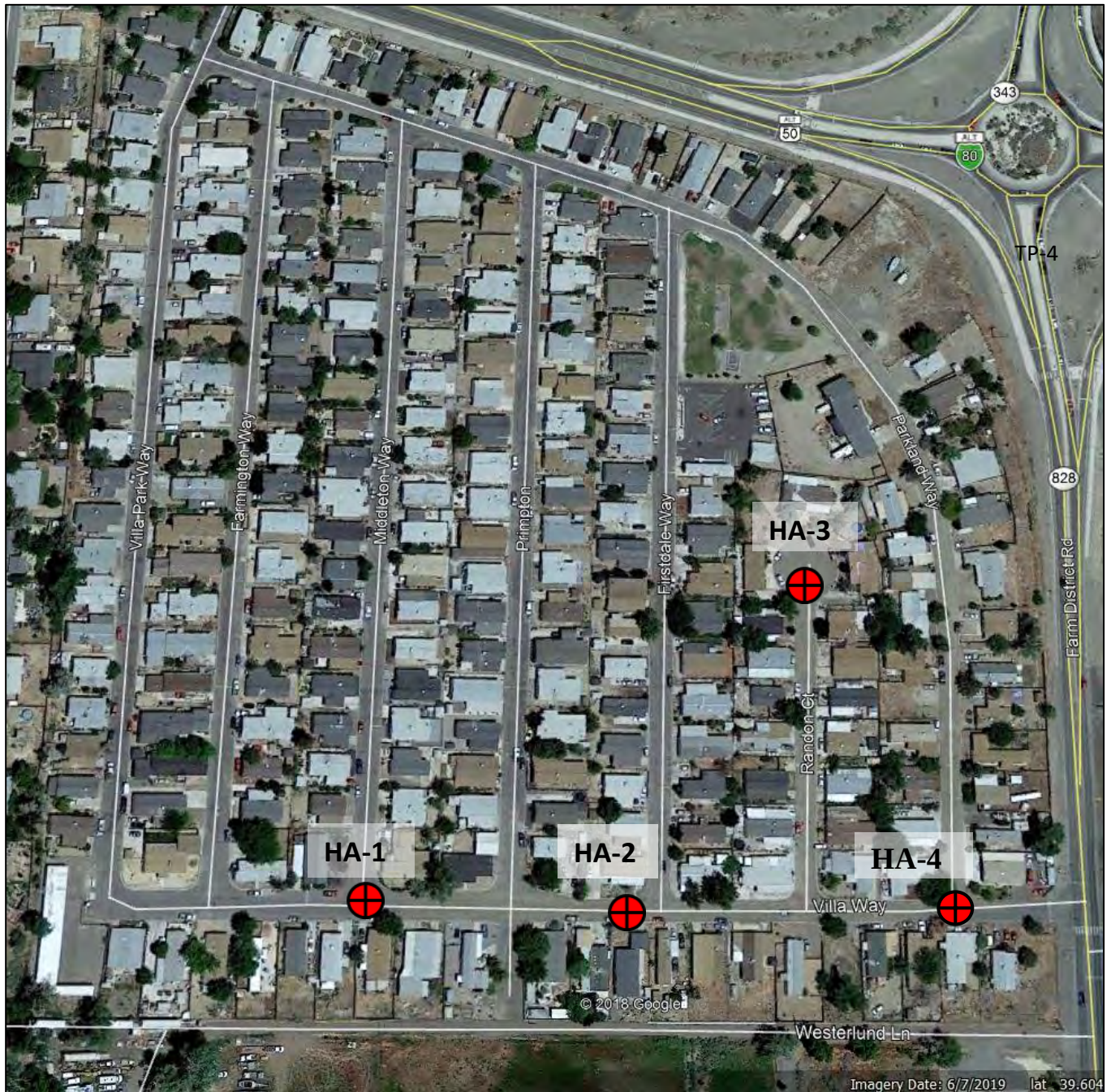


Gary C. Luce, PE
Senior Geotechnical Engineer

GL:cf

Attachments:

Site Plan - Figure 1
Boring Logs
Laboratory Test Reports



HA-# BORING LOCATION



340 N. Minnesota St.
Carson City, NV 89703
775 883-1600

GL

FIGURE 1 SITE PLAN **VILLA PARK** **SEWER LINE REPLACEMENT** **LYON COUNTY, NV**

PROJECT NO. 19-227.2



Resource Concepts, Inc.
4010 Technology Way
Carson City, Nevada 89703
775-883-1600

BORING NUMBER HA-1

PAGE 1 OF 1

CLIENT	City of Fernley	PROJECT NAME	Villa Park Sewer Line Replacement
PROJECT NUMBER	19-227.2	PROJECT LOCATION	Fernley, Nevada
DATE STARTED	10/11/19	COMPLETED	10/11/19
DRILLING CONTRACTOR	RCI	GROUND ELEVATION	
DRILLING METHOD	Hand Auger	HOLE SIZE	4
LOGGED BY	JK	CHECKED BY	GL
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 "
			SP		(SP) AGGREGATE BASE - Type 2 Class B ?
					0.7
			SC		(SC) CLAYEY SAND - Medium Dense, Moist, Brown
		Fines = 37%			
2.5					2.5
		Fines = 32%	SM		(SM) SILTY SAND - Medium Dense, Slightly Moist, Dark Grayish Brown
					3.7
			SP		(SP) POORLY GRADED SAND -Loose, Slightly Moist, Very Dark Grayish Brown
		Fines = 9%			
5.0					5.0
Bottom of borehole at 5.0 feet.					

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 10/30/19 11:58 - C:\USERS\PUBLIC\DOCUMENTS\BENTLEY\GINT\PROJECTS\VILLA PARK SEWER FERNLEY.GPJ



Resource Concepts, Inc.
4010 Technology Way
Carson City, Nevada 89703
775-883-1600

BORING NUMBER HA-2

PAGE 1 OF 1

CLIENT	City of Fernley	PROJECT NAME	Villa Park Sewer Line Replacement
PROJECT NUMBER	19-227.2	PROJECT LOCATION	Fernley, Nevada
DATE STARTED	10/11/19	COMPLETED	10/11/19
DRILLING CONTRACTOR	RCI	GROUND ELEVATION	
DRILLING METHOD	Hand Auger	HOLE SIZE	4
LOGGED BY	JK	CHECKED BY	GL
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 "
			SP		(SP) AGGREGATE BASE (8") - Type 2 Class B ?
					0.9
			SC		(SC) CLAYEY SAND - Medium Dense, Moist, Brown
		Fines = 29%			2.0
2.5			CL		(CL) SANDY LEAN CLAY - Hard, Slightly Moist, Grayish Brown
					3.5
			SM		(SM) SILTY SAND -Loose, Slightly Moist, Grayish Brown
5.0					5.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 10/30/19 11:58 - C:\USERS\PUBLIC\DOCUMENTS\BENTLEY\GINT\PROJECTS\VILLA PARK SEWER FERNLEY.GPJ



PAGE 1 OF 1

CLIENT <u>City of Fernley</u>	PROJECT NAME <u>Villa Park Sewer Line Replacement</u>
PROJECT NUMBER <u>19-227.2</u>	PROJECT LOCATION <u>Fernley, Nevada</u>
DATE STARTED <u>10/11/19</u> COMPLETED <u>10/11/19</u>	GROUND ELEVATION _____ HOLE SIZE <u>4</u>
DRILLING CONTRACTOR <u>RCI</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Hand Auger</u>	AT TIME OF DRILLING <u>---</u>
LOGGED BY <u>JK</u> CHECKED BY <u>GL</u>	AT END OF DRILLING <u>---</u>
NOTES	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 " (SP) AGGREGATE BASE (15") - Type 2 Class B ?
			SP		
		LL = 36 PL = 19 Fines = 85%			1.5 (CL) SANDY LEAN CLAY - Hard, Slightly Moist, Brown
2.5			CL		
5.0					5.0

Bottom of borehole at 5.0 feet.



Resource Concepts, Inc.
4010 Technology Way
Carson City, Nevada 89703
775-883-1600

BORING NUMBER HA-4

PAGE 1 OF 1

CLIENT	City of Fernley	PROJECT NAME	Villa Park Sewer Line Replacement
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DATE STARTED	10/11/19	COMPLETED	10/11/19
DRILLING CONTRACTOR	RCI	GROUND ELEVATION	
DRILLING METHOD	Hand Auger	HOLE SIZE	4
LOGGED BY	JK	CHECKED BY	GL
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 "
			SP		(SP) AGGREGATE BASE (10") - Type 2 Class B ?
					1.0
			SC		(SC) CLAYEY SAND - Medium Dense, Slightly Moist, Brown
					1.9
			CL		(CL) SANDY LEAN CLAY - Firm, Slightly Moist, Grayish Brown
2.5					3.2
		LL = 28 PL = 16 Fines = 58%	SC		(SC) CLAYEY SAND Medium Dense, Slightly Moist, Dark Grayish Brown
		Fines = 45%			
5.0					5.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 10/30/19 11:58 - C:\USERS\PUBLIC\DOCUMENTS\BENTLEY\GINT\PROJECTS\VILLA PARK SEWER FERNLEY.GPJ



Resource Concepts, Inc.
4010 Technology Way
Carson City, Nevada 89703
775-883-1600

BORING NUMBER HA-1

PAGE 1 OF 1

CLIENT	City of Fernley	PROJECT NAME	Villa Park Sewer Line Replacement
PROJECT NUMBER	19-227.2	PROJECT LOCATION	Fernley, Nevada
DATE STARTED	10/11/19	COMPLETED	10/11/19
DRILLING CONTRACTOR	RCI	GROUND ELEVATION	
DRILLING METHOD	Hand Auger	HOLE SIZE	4
LOGGED BY	JK	CHECKED BY	GL
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 "
			SP		(SP) AGGREGATE BASE - Type 2 Class B ?
					0.7
		Fines = 37%	SC		(SC) CLAYEY SAND - Medium Dense, Moist, Brown
2.5		Fines = 32%			2.5
			SM		(SM) SILTY SAND - Medium Dense, Slightly Moist, Dark Grayish Brown
					3.7
		Fines = 9%	SP		(SP) POORLY GRADED SAND -Loose, Slightly Moist, Very Dark Grayish Brown
5.0					5.0

Bottom of borehole at 5.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 10/30/19 11:58 - C:\USERS\PUBLIC\DOCUMENTS\BENTLEY\GINT\PROJECTS\VILLA PARK SEWER FERNLEY.GPJ



PAGE 1 OF 1

CLIENT <u>City of Fernley</u>	PROJECT NAME <u>Villa Park Sewer Line Replacement</u>
PROJECT NUMBER <u>19-227.2</u>	PROJECT LOCATION <u>Fernley, Nevada</u>
DATE STARTED <u>10/11/19</u> COMPLETED <u>10/11/19</u>	GROUND ELEVATION _____ HOLE SIZE <u>4</u>
DRILLING CONTRACTOR <u>RCI</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Hand Auger</u>	AT TIME OF DRILLING <u>---</u>
LOGGED BY <u>JK</u> CHECKED BY <u>GL</u>	AT END OF DRILLING <u>---</u>
NOTES	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 " (SP) AGGREGATE BASE (8") - Type 2 Class B ?
			SP		0.9
					(SC) CLAYEY SAND - Medium Dense, Moist, Brown
			SC		2.0
		Fines = 29%			(CL) SANDY LEAN CLAY - Hard, Slightly Moist, Grayish Brown
2.5			CL		3.5
					(SM) SILTY SAND -Loose, Slightly Moist, Grayish Brown
			SM		5.0
5.0					

Bottom of borehole at 5.0 feet.



Resource Concepts, Inc.
4010 Technology Way
Carson City, Nevada 89703
775-883-1600

BORING NUMBER HA-3

PAGE 1 OF 1

CLIENT	City of Fernley	PROJECT NAME	Villa Park Sewer Line Replacement
PROJECT NUMBER	19-227.2	PROJECT LOCATION	Fernley, Nevada
DATE STARTED	10/11/19	COMPLETED	10/11/19
DRILLING CONTRACTOR	RCI	GROUND ELEVATION	
DRILLING METHOD	Hand Auger	HOLE SIZE	4
LOGGED BY	JK	CHECKED BY	GL
NOTES			
		GROUND WATER LEVELS:	
		AT TIME OF DRILLING	---
		AT END OF DRILLING	---
		AFTER DRILLING	---

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DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 "
			SP		(SP) AGGREGATE BASE (15") - Type 2 Class B ?
					1.5
		LL = 36 PL = 19 Fines = 85%	CL		(CL) SANDY LEAN CLAY - Hard, Slightly Moist, Brown
2.5					
5.0					5.0

Bottom of borehole at 5.0 feet.



PAGE 1 OF 1

CLIENT <u>City of Fernley</u>	PROJECT NAME <u>Villa Park Sewer Line Replacement</u>
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DATE STARTED <u>10/11/19</u> COMPLETED <u>10/11/19</u>	GROUND ELEVATION _____ HOLE SIZE <u>4</u>
DRILLING CONTRACTOR <u>RCI</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Hand Auger</u>	AT TIME OF DRILLING <u>---</u>
LOGGED BY <u>JK</u> CHECKED BY <u>GL</u>	AT END OF DRILLING <u>---</u>
NOTES	AFTER DRILLING <u>---</u>

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
					0.2 ASPHALT CONCRETE 2 " (SP) AGGREGATE BASE (10") - Type 2 Class B ?
			SP		
					1.0 (SC) CLAYEY SAND - Medium Dense, Slightly Moist, Brown
			SC		
					1.9 (CL) SANDY LEAN CLAY - Firm, Slightly Moist, Grayish Brown
2.5			CL		
		LL = 28 PL = 16 Fines = 58%			3.2 (SC) CLAYEY SAND Medium Dense, Slightly Moist, Dark Grayish Brown
			SC		
		Fines = 45%			
5.0					5.0

Bottom of borehole at 5.0 feet.



CARSON CITY OFFICE
340 N. Minnesota St.
Carson City, NV 89703-4152
Ph: 775 / 883-1600
Fax: 775 / 883-1656

Engineering • Surveying • Water Rights
Resource & Environmental Services

www.rci-nv.com

Addendum #2

To the Contract Documents & Plans
City of Fernley

Villa Park Pavement, Sewer, Storm, & Water Replacement Project

Issued: October 24, 2023
To: All Plan Holders
From: Presley Cochran, P.E., Resource Concepts, Inc.
Cc: Salvador Pleitez, P.E., MBA, City of Fernley
Joe Cacioppo, P.E., Resource Concepts, Inc.

CLARIFICATION:

1. Bid Schedule: Bid Item Pay Description No. 2:

Earthwork – Includes earthwork required for the removal and disposal of the asphalt section. Assumes 97,696 SF at 11 inches depth. Replacement is not included in this bid item and is captured in Bid Items 23 & 24.

ADDENDA:

2. Contract Documents – Bid Form Bid Schedule

Please replace your Bid Form Bid Schedule from the with the New **REVISED 2** Bid Schedule Attached to this addendum. Revision includes updating Bid Item 9: New 48" SS Manhole Installation to have a quantity of 8 instead of 7. Manholes being replaced are numbers 2, 7, 8, 10, 11, 12, 13, and 14.

ATTACHMENTS:

New Bid Schedule

Please forward this addendum if you have given your copy
of the contract documents to another party.


Presley Cochran, P.E.
Engineer

Bidder's Acknowledgement

Signed this _____ day of _____, 2023

THIS ADDENDUM SHALL BE SIGNED AND ATTACHED TO
THE BID PROPOSAL SUBMITTED BY THE BIDDER
-END OF ADDENDUM NO. 2-

Bid Form: [REVISED 2] Bid Schedule

City of Fernley Villa Park Pavement, Sewer, Storm, & Water Replacement

The following completed Bid Schedule represents the CONTRACTOR's proposal for the cost of project improvements as described by the Project Improvement Plans and Contract Documents.

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$	\$
2	Earthwork	3,317	CY	\$	\$
3	Traffic Control	1	EA	\$	\$
4	Notification of Residents ¹	1	LS	\$	\$
5	Sawcut – AC Paving	427	LF	\$	\$
6	Temporary Erosion Control	1	LS	\$	\$
7	Demolition 48" SS Manhole	7	EA	\$	\$
8	Demolition & Disposal 8" ACP Sewer	1	LS	\$	\$
9	New 48" SS Manhole Installation	7	EA	\$	\$
10	8" SDR35 PVC w/ fittings, trench, and backfill	1,580	LF	\$	\$
11	Bypass Pumping w/ Temporary Connections ²	1	LS	\$	\$
12	Reconnection of Sewer Laterals ²	1	LS	\$	\$
13	Abandon 12" ACP Water	1	LS	\$	\$
14	Abandon 6" ACP Water	1	LS	\$	\$
15	12" C900 PVC w/ fittings, trench, and backfill	1,152	LF	\$	\$
16	6" C900 PVC w/ fittings, trench, and backfill	1,580	LF	\$	\$
17	1" Water Meter & Meter Box	42	EA	\$	\$
18	1" Water Service	42	EA	\$	\$
19	Gate Valve w/ valve box	15	EA	\$	\$
20	Air Release Valve w/ valve box	3	EA	\$	\$
21	Permanent Flush Valve Assembly	1	EA	\$	\$
22	New line in service (w/ testing & disinfecting)	1	LS	\$	\$
23	8" Type 2, Class B, Aggregate Base	97,696	SF	\$	\$
24	3" AC Paving	97,696	SF	\$	\$
25	Reconnect Sanitary Sewer Lateral & Sanitary Sewer Clean Out Replacement	8	EA	\$	\$

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
26	P.C.C. Valley Gutter	3,527	SF	\$	\$
27	Curb & Gutter	104	LF	\$	\$
28	Storm Drain Curb Inlet	2	EA	\$	\$
29	Storm Drain Manhole	2	EA	\$	\$
30	18" HDPE Storm Drain Pipe	112	LF	\$	\$
31	18" Flared End Section	1	EA	\$	\$
32	12" CMP Storm Drain Pipe	137	LF	\$	\$
33	12" Flared End Section	1	EA	\$	\$
34	Farm District Road Trenching	203	CY	\$	\$
35	Retention Basin Earthwork	393	CY	\$	\$
36	12" Median Dia. Rip-Rap	1	LS	\$	\$
37	Farm District Road 6" Pavement Patch	535	SF	\$	\$
38	Farm District Road 2" Mill & Overlay	1,211	SF	\$	\$
39	Striping	1	LS	\$	\$
40	Guard Rail Removal & Replacement	1	LS	\$	\$
41	Cold Patch	1	LS	\$	\$
TOTAL BASE BID:					\$

¹ Notification of residents assumes Contractor coordination with City, signage, & mailings to residents.

² Bypass pumping & reconnection of sewer laterals to be coordinated between Contractor & City.

*Total for
schedule
in words:*

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Dollars

And

Cents

– End of Schedule –



Resource Concepts Inc

Engineering • Surveying • Water Rights
Resource & Environmental Services

www.rci-nv.com

CARSON CITY OFFICE
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Carson City, NV 89703-4152
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Addendum #3

To the Contract Documents & Plans

City of Fernley

Villa Park Pavement, Sewer, Storm, & Water Replacement Project

Issued: October 24, 2023
To: All Plan Holders
From: Presley Cochran, P.E., Resource Concepts, Inc.
Cc: Salvador Pleitez, P.E., MBA, City of Fernley
Joe Cacioppo, P.E., Resource Concepts, Inc.

ADDENDA:

1. Contract Documents – Bid Form Bid Schedule

Please replace your Bid Form Bid Schedule from the with the New **REVISED 3** Bid Schedule Attached to this addendum. Revision includes updating Bid Item 7: Demolition 48 SS Manhole to have a quantity of 8 instead of 7. Bid Item 9: New 48" SS Manhole Installation to have a quantity of 8 instead of 7.

ATTACHMENTS:

New Bid Schedule

Please forward this addendum if you have given your copy
of the contract documents to another party.



Presley Cochran, P.E.
Engineer

Bidder's Acknowledgement

Signed this _____ day of _____, 2023

THIS ADDENDUM SHALL BE SIGNED AND ATTACHED TO
THE BID PROPOSAL SUBMITTED BY THE BIDDER
-END OF ADDENDUM NO. 3-

Bid Form: [REVISED 3] Bid Schedule

City of Fernley Villa Park Pavement, Sewer, Storm, & Water Replacement

The following completed Bid Schedule represents the CONTRACTOR's proposal for the cost of project improvements as described by the Project Improvement Plans and Contract Documents.

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$	\$
2	Earthwork	3,317	CY	\$	\$
3	Traffic Control	1	EA	\$	\$
4	Notification of Residents ¹	1	LS	\$	\$
5	Sawcut – AC Paving	427	LF	\$	\$
6	Temporary Erosion Control	1	LS	\$	\$
7	Demolition 48" SS Manhole	8	EA	\$	\$
8	Demolition & Disposal 8" ACP Sewer	1	LS	\$	\$
9	New 48" SS Manhole Installation	8	EA	\$	\$
10	8" SDR35 PVC w/ fittings, trench, and backfill	1,580	LF	\$	\$
11	Bypass Pumping w/ Temporary Connections ²	1	LS	\$	\$
12	Reconnection of Sewer Laterals ²	1	LS	\$	\$
13	Abandon 12" ACP Water	1	LS	\$	\$
14	Abandon 6" ACP Water	1	LS	\$	\$
15	12" C900 PVC w/ fittings, trench, and backfill	1,152	LF	\$	\$
16	6" C900 PVC w/ fittings, trench, and backfill	1,580	LF	\$	\$
17	1" Water Meter & Meter Box	42	EA	\$	\$
18	1" Water Service	42	EA	\$	\$
19	Gate Valve w/ valve box	15	EA	\$	\$
20	Air Release Valve w/ valve box	3	EA	\$	\$
21	Permanent Flush Valve Assembly	1	EA	\$	\$
22	New line in service (w/ testing & disinfecting)	1	LS	\$	\$
23	8" Type 2, Class B, Aggregate Base	97,696	SF	\$	\$
24	3" AC Paving	97,696	SF	\$	\$
25	Reconnect Sanitary Sewer Lateral & Sanitary Sewer Clean Out Replacement	8	EA	\$	\$

Item #	Description	Est. Quantity	Unit	Unit Price	Total Price
26	P.C.C. Valley Gutter	3,527	SF	\$	\$
27	Curb & Gutter	104	LF	\$	\$
28	Storm Drain Curb Inlet	2	EA	\$	\$
29	Storm Drain Manhole	2	EA	\$	\$
30	18" HDPE Storm Drain Pipe	112	LF	\$	\$
31	18" Flared End Section	1	EA	\$	\$
32	12" CMP Storm Drain Pipe	137	LF	\$	\$
33	12" Flared End Section	1	EA	\$	\$
34	Farm District Road Trenching	203	CY	\$	\$
35	Retention Basin Earthwork	393	CY	\$	\$
36	12" Median Dia. Rip-Rap	1	LS	\$	\$
37	Farm District Road 6" Pavement Patch	535	SF	\$	\$
38	Farm District Road 2" Mill & Overlay	1,211	SF	\$	\$
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