



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, MARCH 1, 2016 9:00 A.M.

DISTRICT COURTROOM

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

JACK MCGUFFEY
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Members of the Board of County Commissioners also serve as the Board of Fire Commissioners for the Storey County Fire Protection District, Storey County Brothel License Board, Storey County Water and Sewer System Board and the Storey County Liquor and Gaming Board and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.

All items include discussion and possible action to approve, modify, deny, or continue unless marked otherwise.

1. **CALL TO ORDER CLOSED SESSION AT 9:00 A.M.** - Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/ AFSCME 4041 Comstock Chapter.
2. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**
3. **PLEDGE OF ALLEGIANCE**
4. **DISCUSSION/POSSIBLE ACTION:** Approval of Agenda for March 1, 2016

CONSENT AGENDA

(All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting. The Commission Chair reserves the right to limit the time allotted for each individual to speak.)

5. For possible action approval of Payroll Checks date 02/12/16 for \$470,034.87, date 02/14/16 for \$2,314.53, and date 02/16/16 for \$121,244.52 and \$73,423.54. Accounts Payable Checks date 02/12/16 for \$38,783.70 and for \$406,176.59 and \$8,374.73.
6. For possible action approval of Business Licenses First Readings:
 - A. **DESERT VALLEY DENTAL OF TRI, INC. - General / 420 USA Parkway TRI**
 - B. **WESTERN PARTITIONS, INC. - Contractor / 8300 SW Hunziker Road ~ Tigard, OR (contractor)**
 - C. **ROLLING PLAINS CONSTRUCTION, INC. - Contractor / 12331 North Peoria St. ~ Henderson, CO (fireproofing contractor)**
 - D. **HELIX ELECTRIC OF NEVADA, LLC - Contractor / 3078 East Sunset Road ~ Las Vegas (elect cont.)**
 - E. **MEDIC ELECTRIC, LLC - Contractor / PO Box 612 ~ Sparks (residential contractor)**
 - F. **ERGOMAT, INC. - Contractor / 7469 Industrial Pkwy ~ Avon Lake, OH (installation of fatigue matting)**
 - G. **MARTIN HARRIS CONSTRUCTION, LLC - Contractor / 3030 South Highland ~ Las Vegas (contractor)**
 - H. **BORGES ARCHITECTURAL GROUP - Contractor / 1478 Stone Point Dr ~ Roseville, CA (architectural)**
 - I. **COLOG, INC. - Contractor / 810 Quail Street ~ Lakewood, CO (geophysical/hydrophysical services)**
 - J. **ITEM WEST, LLC - Contractor / 9725 South 500 West ~ Sandy, UT (manufacturing solutions)**
 - K. **EDAX, INC. - Contractor / 91 McKee Drive ~ Mahwah, NJ (equipment manufacturing)**
 - L. **FRIENDLY PLUMBING, INC. - Contractor / 1744 C Street ~ Sparks (plumbing contractor)**
 - M. **APOLLO SHEET METAL, INC. - Contractor / 1207 West Columbia ~ Kennewick, WA (mech. Cont.)**
 - N. **FUTURE ELECTRONICS, CORP., -- Contractor / 237 Hymus Blvd ~ Pointe-Claire CANADA (electronics distributor/installer)**
 - O. **ICG CONSTRUCTION, LLC - Contractor / 500 Ryland ~ Reno (concrete contractor)**
 - P. **GEOTEMPS, INC. - General / 970 Caughlin Xing ~ Reno (Staffing solutions)**

END OF CONSENT AGENDA

7. **DISCUSSION ONLY (No Action - No Public Comment):** Committee/Staff
8. **BOARD COMMENT (No Action - No Public Comment)**
9. **DISCUSSION ONLY:** Update from Ron Radil regarding WNDD activities.
10. **DISCUSSION/POSSIBLE ACTION:** Approval of Auditors Recommendations pertaining to the Storey County Audit Report for the period ended June 30, 2015.
11. **DISCUSSION/POSSIBLE ACTION:** Selection of David A. Pringle, CPA, LTD as Storey County auditor for the fiscal year ended June 30, 2016.

12. DISCUSSION/POSSIBLE ACTION: Approval of Virginia City Sewer Improvement USDA Project Contract with Farr West Engineering for Professional Services.

13. DISCUSSION/POSSIBLE ACTION: Second reading of Ordinance No. 15-267 amending Storey County Code Title 8 Health and Human Safety by adding chapter 8.01 Nuisances and providing a uniform process for abating all the different nuisance complaints in the code. The amendment also changes the existing nuisance procedures in other parts of the Code to be consistent with the new chapter and provides for other properly related matters.

RECESS AS BOARD OF COUNTY COMMISSIONERS TO CONVENE STOREY COUNTY LIQUOR BOARD

14. DISCUSSION/ POSSIBLE ACTION: Approval of the second reading of the Gold Hill Hotel's (Robert Wilkinson) request for a Cabaret License as an addendum to the current license.

ADJOURN STOREY COUNTY LIQUOR BOARD TO RECONVENE BOARD OF COUNTY COMMISSIONERS

COMMUNITY DEVELOPMENT AND PLANNING

15. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- A. **MIDWEST CONSTRUCTION SERVICES, INC.** - General/ 2450 Vassar Street ~ Reno (staffing)
- B. **EBSCO INDUSTRIES, INC. dba Valley Joist** - Contractor / PO Box 1943 ~ Birmingham, AL (steel fabricator)
- C. **HUNT ELECTRIC CORPORATION** - Contractor / 7900 Chicago Avenue ~ Bloomington, MN (contr)
- D. **ENVIRONMENTAL AIR SYSTEMS, LLC** - Contractor / 521 Banner Ave ~ Greensboro, NC (hvac contr)
- E. **MARIE MORRISON** - Home Business / 308 Wagon Wheel ~ Dayton (vending machine business office)
- F. **HOUSTON SMITH CONSTRUCTION** - Contractor / 4010 Drake Way ~ Carson City (contractor)
- G. **PANASONIC PRODUCTION ENG** - Contractor / Osaka JAPAN (lithium battery assembly machine)
- H. **FUJITSU IT MGMT PARTNER** - Contractor / Osaka JAPAN (system implementation & support)
- I. **PDM STEEL SERVICE CENTERS** - Contractor / 3535 East Myrtle ~ Stockton, CA (steel whsing)
- J. **NORTHGATE EXPRESS** - Transportation / 500 Ireland (petro transportation) TRI
- A. **WESTERN PACIFIC EXPRESS** - Transportation / 500 Ireland (petro transportation) TRI

16. PUBLIC COMMENT (No Action)

17. ADJOURNMENT

NOTICE:

- Anyone interested may request personal notice of the meetings.

- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.
- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.
- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners' Office in writing at PO Box 176, Virginia City, Nevada 89440.

CERTIFICATION OF POSTING

I, Vanessa Stephens , Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before February 24, 2016; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 27 S B St, Virginia City, NV, the Virginia City Fire Department located at 145 N C St, Virginia City, NV, the Virginia City Highlands Fire Department located a 2610 Cartwright Rd, VC Highlands, NV and Lockwood Fire Department located at 431 Canyon Way, Lockwood, NV.

By Vanessa Stephens
Vanessa Stephens Clerk-Treasurer



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: 03/01/16

Estimate of time required: 50 min.

Agenda: Consent Regular agenda Public hearing required (x **Closed Session**)

1. **Title:** Call to Order at 9:00 a.m. Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations with the Storey County Employees Association/AFSCME 4041 Comstock Chapter.

2. **Recommended motion.** No action

3. **Prepared by:** Austin Osborne

Department: Human Resources

Telephone: 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and Article 54 of the Bargaining Agreement between the Employer and the Union, the existing 2013-2016 Agreement is proposed by management to the Board of Commissioners be modified as tentatively agreed between the parties.

5. **Supporting materials:** To be provided in closed-session.

6. **Fiscal impact:**

Funds Available: n/a Fund: _____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

__@__ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. **Board action:**

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. \



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: March 1, 2016

Estimate of time required: 0 min

Agenda: Consent Regular agenda Public hearing required

1. For possible action approval of Payroll Checks date 02/12/16 for \$470,034.87, date 02/14/16 for \$2,314.53, and date 02/16/16 for \$121,244.52 and \$73,423.54. Accounts Payable Checks date 02/12/16 for \$38,783.70 and for \$406,176.59 and \$8,374.73.

2. **Recommended motion:** Approval of claims as submitted.

3. Prepared by: **Hugh Gallagher**

Department: **Comptroller**

Telephone: **775 847-1006**

4. Staff summary: Please find attached the claims

5. Supporting materials: Attached

6. Fiscal impact:

Funds Available: NA

Fund: NA

NA Comptroller

7. Legal review required:

NA District Attorney

8. Reviewed by:

____ Department Head

Department Name: Comptroller

____ County Manager

Other agency review: _____

9. Board action:

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. **5**

Payroll Type: Regular Check Date: 02/12/16 Period-end Date: 02/07/16
Payroll Groups: 1 2 3 4 5 6 7 8 9

| Check/ DD # | Emp #/ Ded # | Payee | Amount |
|----------------|-----------------|-------|--------|
|----------------|-----------------|-------|--------|

| | | | |
|--|--|--|------------|
| Total User Transfer for EFTPS: | | | 53,293.02 |
| Total Deductor Checks: | | | 111,298.81 |
| Total Employee Checks: | | | 1,012.82 |
| Total Employee Direct Deposit: | | | 258,489.02 |
| Total Employee Deds Xferd on Dir Dep File: | | | 8,026.46 |
| Total User Transfer to Deductor: | | | 37,914.74 |
| Total Disbursed: | | | 470,034.87 |

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN _____ COMMISSIONER _____ COMMISSIONER _____

COMPTROLLER _____

TREASURER _____

Rept: PR05102
Run: 02/12/16 11:28:30

STOREY COUNTY PAYROLL SYSTEM
Check Register

Page 2
PRELIMINARY

Payroll Type: Special
Payroll Groups: 1

Check Date: 02/14/16
Period-end Date: 02/14/16

| Check/ DD # | Emp #/ Ded # | Payee | Amount |
|----------------|-----------------|-------|--------|
|----------------|-----------------|-------|--------|

| | | | |
|--|--|--|----------|
| Total User Transfer for EFTPS: | | | 311.53 |
| Total Deductor Checks: | | | .00 |
| Total Employee Checks: | | | 1,916.49 |
| Total Employee Direct Deposit: | | | .00 |
| Total Employee Deds Xferd on Dir Dep File: | | | .00 |
| Total User Transfer to Deductor: | | | 86.51 |
| Total Disbursed: | | | 2,314.53 |

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN

COMMISSIONER

COMMISSIONER

AMC for H. Gallagher 2-12-16

COMPTROLLER

TREASURER

Rept: PR0510A
Run: 02/16/16 10:06:10

STOREY COUNTY PAYROLL SYSTEM
Check Register

Payroll Type: Deductor Check Date: 02/16/16

| Check/ DD # | Emp #/ Ded # | Payee | Amount |
|----------------|-----------------|-------|--------|
|----------------|-----------------|-------|--------|

| | | | |
|--------------------------------|--|--|------------|
| Total User Transfer for EFTPS: | | | .00 |
| Total Deductor Checks: | | | 121,244.52 |

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN COMMISSIONER COMMISSIONER

COMPTROLLER

TREASURER

Rept: PR0510A
Run: 02/16/16 10:09:47

STOREY COUNTY PAYROLL SYSTEM
Check Register

Payroll Type: Deductor Check Date: 02/16/16

| Check/ DD # | Emp #/ Ded # | Payee | Amount |
|----------------|-----------------|-------|--------|
|----------------|-----------------|-------|--------|

| | | | |
|--------------------------------|--|--|-----------|
| Total User Transfer for EFTPS: | | | .00 |
| Total Deductor Checks: | | | 73,423.54 |

Approved by the Storey County Board of Commissioners: _____

| | | |
|-------------|--------------|--------------|
| CHAIRMAN | COMMISSIONER | COMMISSIONER |
| _____ | _____ | _____ |
| COMPTROLLER | | |
| _____ | | |
| TREASURER | | |
| _____ | | |

Report No: PB1390
 Run Date : 02/12/16
 CHECK FISCAL

STOREY COUNTY
 TYPED CHECKS REGISTER

| NUMBER | YEAR | RECORD# | VENDOR NAME | AMOUNT | CHECK TOTAL | CHECK DATE | INVOICE# | DESCRIPTION |
|--------|------|---------|------------------------|-----------|-------------|------------|------------|-------------|
| 2016 | | 6547 | | 24,050.91 | | | LOAN 91-03 | |
| 2016 | | 6547 | | 14,732.79 | | | LOAN 91-03 | |
| 84748 | | | USDA RURAL DEVELOPMENT | | 38,783.70 | 2/12/16 | | |

TYPED CHECKS TOTAL 38,783.70

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

Ch. McLaughlin
 COMPTROLLER 2-12-16

- TREASURER
- CHAIRMAN
- COMMISSIONER
- COMMISSIONER

Report No: PB1315
Run Date : 02/18/16

STOREY COUNTY
CHECK REGISTER 2/19/16

| CHECK NUMBER | VENDOR | INVOICE DESCRIPTION | P/O # | DATE | TRANS# | AMOUNT | CHECK TOTAL |
|--------------|---------------------------|--------------------------|-------|---------|--------|----------|-------------|
| 84749 | A BEEP LLC | BALANCE DUE RADIOS | | 2/19/16 | 75769 | 190.80 | 190.80 |
| 84750 | ACTN | 2016 | | 2/19/16 | 75813 | 40.00 | 40.00 |
| 84751 | ADVANCED COM TECHNOLOGY | VICON UPGRADE REPAIR | | 2/19/16 | 75888 | 650.00 | 650.00 |
| 84752 | ADVANCED DATA SYSTEMS INC | ANNUAL SUPPORT AGREEMENT | | 2/19/16 | 75795 | 625.00 | |
| 84753 | AIRGAS NCN INC | MONTHLY SUPPORT | | 2/19/16 | 75791 | 1,620.00 | 2,245.00 |
| 84754 | ALSCO INC | EMS SUPPLIES | | 2/19/16 | 75872 | 69.38 | |
| 84755 | AMERICAN WATERWORKS ASSN | EMS SUPPLIES | | 2/19/16 | 75872 | 25.11 | 94.49 |
| 84756 | ARC HEALTH AND WELLNESS | 2016 MEMBERSHIP DUES | | 2/19/16 | 75779 | 420.00 | 420.00 |
| 84757 | ASEM DISTRIBUTING INC | GLENN MS EVAL | | 2/19/16 | 75874 | 75.00 | |
| 84758 | ASSESSOR'S ASSOC OF NEW | CARTER - PREHIRE | | 2/19/16 | 75768 | 107.98 | 182.98 |
| 84759 | AT&T TELECONFERENCE SERVI | ST 75-PRESSURE SWITCH | | 2/19/16 | 75818 | 238.84 | |
| 84760 | BAXTER, MICHAEL T | ST 75- PRESS SWCH RETURN | | 2/19/16 | 75818 | 186.42 | 52.42 |
| 84761 | BLACKPOINT LLC | TELECONFERENCE SERVICE | | 2/19/16 | 75904 | 31.98 | 100.00 |
| 84762 | BOARD OF CONTINUING | TEST RADIOS | | 2/19/16 | 75788 | 355.00 | 31.98 |
| 84763 | BURNET, MOLLY F | CLE ANNE LANGER DA | | 2/19/16 | 75901 | 40.00 | 11,781.60 |
| 84764 | BURRELL, SCOTT LEWIS | WATER DEPOSIT REFUND | | 2/19/16 | 75780 | 100.00 | 355.00 |
| 84765 | CANYON GENERAL IMPROVEMEN | JAN 28-FEB 10, 2016 | | 2/19/16 | 75832 | 127.50 | 40.00 |
| 84766 | CAPITAL CITY AUTO PARTS | LOCKWOOD WATER/SEWER | | 2/19/16 | 75832 | 9.00 | 100.00 |
| 84767 | CARPENTER, JERRY/CARVEY | STOCK-FILTERS | | 2/19/16 | 75771 | 46.50 | 136.50 |
| | | BLDG-THERMOSTATS | | 2/19/16 | 75781 | 56.56 | 46.50 |
| | | SO56311-SENSOR | | 2/19/16 | 75781 | 1.66 | |
| | | ROADS-SWITCH | | 2/19/16 | 75781 | 174.40 | |
| | | ROADS-SWITCH | | 2/19/16 | 75781 | 26.75 | |
| | | STOCK-FILTERS | | 2/19/16 | 75781 | 26.75 | |
| | | STOCK-FILTERS | | 2/19/16 | 75781 | 28.23 | |
| | | STOCK FILTER | | 2/19/16 | 75781 | 112.06 | |
| | | STOCK-FILTER\ | | 2/19/16 | 75781 | 34.47 | |
| | | 003-543-02 & MH500202 | | 2/19/16 | 75781 | 22.18 | 479.74 |
| | | | | 2/19/16 | 75816 | 121.86 | |

Report No: PBI315
Run Date : 02/18/16

STOREY COUNTY
CHECK REGISTER 2/19/16

| CHECK NUMBER | VENDOR | INVOICE DESCRIPTION | P/O # | DATE | TRANS# | AMOUNT | CHECK TOTAL |
|--------------|--------------------------|---|-------|--|---|--|-------------|
| 84768 | CARSON SMALL ENGINES | SNOW BLWR-SHEAR PIN | | 2/19/16 | 75782 | 9.08 | 9.08 |
| 84769 | CARSON VALLEY OIL CO INC | PW UNL & DSL VCH-UNL & DSL PW UNL & DSL | | 2/19/16 2/19/16 2/19/16 | 75783 75783 75783 | 1,429.09 607.26 821.89 | 2,858.24 |
| 84770 | CASELLE INC | MARCH SUPPORT 1/2 | | 2/19/16 | 75784 | 202.00 | 202.00 |
| 84771 | CASHMAN EQUIPMENT CORP | PW CAT LDR-GASKET PW CAT LDR-GASKET | | 2/19/16 2/19/16 | 75850 75850 | 27.66 98.56 | 70.90 |
| 84772 | CINTAS CORPORATION NO. 2 | FIRST AID REFRESH FIRST AID KIT FIRST AID SUPPLIES | | 2/19/16 2/19/16 2/19/16 | 75896 75797 75785 | 13.82 28.52 152.30 | 194.64 |
| 84773 | CITY OF CARSON TREASURER | STOREY CO DRUG COURT FEES | | 2/19/16 | 75762 | 40.00 | 40.00 |
| 84774 | COARD PSYCHOLOGICAL | FITNESS FOR DUTY EVAL | | 2/19/16 | 75787 | 1,500.00 | 1,500.00 |
| 84775 | COMSTOCK CHRONICLE (VC) | NOTICE TO TAXPAYERS | | 2/19/16 | 75798 | 130.00 | 130.00 |
| 84776 | CONSUMERS FLEET & SALES | GARNISHMENT DISBURSED | | 2/19/16 | 75774 | 212.94 | 212.94 |
| 84777 | ELLIOTT AUTO SUPPLY INC | SO62213-BATTERY SO48325-BATTERY SO62213- HUBS SO62212-HUB FR STK FILTER SO56311-BLADE SO56310- POSI QUIET SO56311-SENSOR SHOP-BATTERIES AAA SO56311 ABS SENSOR SO56311 SENSOR | | 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 | 75789 75789 75789 75789 75789 75789 75789 75789 75789 75789 75789 | 96.48 96.48 236.00 106.08 617.16 3.99 70.16 32.00 4.80 32.00 74.60 | 1,305.75 |
| 84778 | FARMER BROS CO | COFFEE- LOCKWOOD CENTER | | 2/19/16 | 75830 | 150.04 | 150.04 |
| 84779 | FARR WEST ENGINEERING | SIX MILE CANYON DRAINAGE VC STORM DRAIN ORDER#10 TRIC ROADWAY ORDER#12 | | 2/19/16 2/19/16 2/19/16 | 75828 75817 75817 | 1,327.50 551.25 6,024.42 | 7,903.17 |
| 84780 | FERRELLGAS LP | JAIL PROPANE SCSO PROPANE JAIL PROPANE CH SHRT PD @\$1.13 100 TOLL RD 1/4 @ \$1.13 WTR PLANT@\$1.13 ST 74 PROPANE CH SHRT PD @\$1.13 100 TOLL-1/4@\$1.13 110 E TOLL RD PROPANE ST 72 RES PROPANE ST 72 PROPANE 800 PERI SHRT PAID \$1.10 WATER PLANT @\$1.10 | | 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 | 75777 75777 75777 75802 75802 75802 75802 75877 75802 75802 75802 75877 75877 75802 75802 75802 75802 | 409.29 234.14 540.71 649.64 659.81 1,237.69 218.66 787.27 615.96 176.17 170.18 430.08 330.44 658.13 | |

| CHECK NUMBER | VENDOR | INVOICE DESCRIPTION | P/O # | DATE | TRANS# | AMOUNT | CHECK TOTAL |
|--------------|----------------------------|---|-------|---|---|--|-------------|
| 84781 | FLYERS ENERGY LLC | WATER PLANT @\$1.10 110 E TOLL RD PROPANE | | 2/19/16 2/19/16 | 75802 75864 | 644.05 154.55 | 7,916.77 |
| 84782 | FRANCIS, BETTY L. | LW-REG & DSL LW-REG & DSL LW-REG & DSL | | 2/19/16 2/19/16 2/19/16 | 75803 75803 75803 | 375.52 470.67 643.63 | 1,489.82 |
| 84783 | GANT, EDWARD | 003-30-23 APN | | 2/19/16 | 75814 | 126.63 | 126.63 |
| 84784 | GRAINGER | APN 002-062-55 | | 2/19/16 | 75809 | 23.39 | 23.39 |
| 84785 | GRANSBERRY, TOM | SHOP-CAN, STORAGE JANITORIAL SUPPLIES | | 2/19/16 2/19/16 | 75804 75804 | 543.09 721.08 | 1,264.17 |
| 84786 | GREAT BASIN TERMITES & PES | 45X14 45X3 | | 2/19/16 2/19/16 | 75869 75869 | 630.00 135.00 | 765.00 |
| 84787 | GTP INVESTMENTS LLC | LWSC QUARTERLY SERVICE | | 2/19/16 | 75811 | 65.00 | 65.00 |
| 84788 | HAT, LTD | POND PEAK QUAD COUNTY | | 2/19/16 | 75892 | 562.43 | 562.43 |
| 84789 | HD SUPPLY FACIL MAINT LTD | FUELS GRANT LABOR FUELS GRANT LABOR | | 2/19/16 2/19/16 | 75878 75878 | 2,874.74 1,144.67 | 4,019.41 |
| 84790 | HENRY SCHEIN | HACH NITRATE, AMMONIA TEST ORION SEALED TRIODE PH | | 2/19/16 2/19/16 | 75899 75899 | 484.01 280.72 | 764.73 |
| 84791 | HIGH DESERT MICROIMAGING | EMS SUPPLIES | | 2/19/16 | 75903 | 773.45 | 773.45 |
| 84792 | HOME DEPOT CREDIT SERVICE | IMG-FILM RED/URD 71-78 | | 2/19/16 | 75897 | 504.06 | 504.06 |
| 84793 | HOT SPOT BROADBAND INC | 1705 PERU-BAY HTR STAT WTP-TANK ELECT CONNECTS 1705-TRNG RM MOVE 1705-TRNG RM MOVE | | 2/19/16 2/19/16 2/19/16 2/19/16 | 75805 75805 75805 75805 | 24.97 85.28 56.03 57.90 | 224.18 |
| 84794 | HYDRAULIC INDUSTRIAL SERV | INTERNET STATION 72 | | 2/19/16 | 75890 | 82.50 | 82.50 |
| 84795 | INTERCEPT INC | FR RANGER-HOSE ASSELY KW FLOW HOSE ENDS CAT LOADER-HOSE ENDS | | 2/19/16 2/19/16 2/19/16 | 75820 75820 75820 | 201.70 29.84 60.93 | 292.57 |
| 84796 | IRON MOUNTAIN INFO MGT IN | #15CR145/15CR150 | | 2/19/16 | 75849 | 286.00 | 286.00 |
| 84797 | IT1 SOURCE LLC | 1/2 SHRED BIN CONSOLE 1/2 SHRED BIN 1/2 SHRED BIN CONSOLE FILM STORAGE FEB 2016 | | 2/19/16 2/19/16 2/19/16 2/19/16 | 75855 75855 75855 75895 | 248.70 42.73 213.62 223.80 | 728.85 |
| | | OFFICE 2016 X 5 SPEAKER CHERIE NEW PC JUSTICE COURT LAPTOP OFFICE 2016 COURT LAPTOP OFFICE 2016 DISPATCH X3 FRITZ COLOR LASER TRI PLOTTER FRITZ TRI | | 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 2/19/16 | 75887 75887 75887 75887 75887 75887 75887 | 2,206.85 388.89 2,196.12 373.37 1,134.11 484.44 3,223.05 | |

| CHECK NUMBER | VENDOR | INVOICE DESCRIPTION | P/O # | DATE | TRANS# | AMOUNT | CHECK TOTAL |
|--------------|---------------------------|--|-------|--|----------------------------------|----------------------------------|-------------|
| 84798 | JBP LLC | UPS 1500 X 4 UPS 1500 X 2 JAIL FINGER. EOC LAPTOPS X 5 | | 2/19/16 2/19/16 2/19/16 | 75887 75887 75887 | 393.98 418.98 4,516.60 | 15,336.39 |
| 84799 | JUDGE EDWARD R JOHNSON | FLOW-HOOK FLOW-KIT FLOW-HOOK FLOW-409 | | 2/19/16 2/19/16 2/19/16 2/19/16 | 75819 75819 75819 75819 | 44.50 40.59 44.50 54.50 | 95.09 |
| 84800 | LANGUAGE LINE SERVICES IN | | | 2/19/16 | 75850 | 95.64 | 95.64 |
| 84801 | LIFE-ASSIST INC | | | 2/19/16 | 75859 | 36.20 | 36.20 |
| 84802 | LIQUID BLUE EVENTS LLC | EMS SUPPLIES | | 2/19/16 | 75879 | 415.94 | 415.94 |
| 84803 | MADISON, SCOTT & LISA | FATHER DAUGHTER DAY-DANCE | | 2/19/16 | 75854 | 1,000.00 | 1,000.00 |
| 84804 | MARKEN ENTERPRISES | 100X100 FIBER | | 2/19/16 | 75891 | 2,394.36 | 2,394.36 |
| 84805 | METRO OFFICE SOLUTIONS IN | PPE REPAIR | | 2/19/16 | 75881 | 76.44 | 76.44 |
| 84806 | MIGAN, TAMARA | OE2288178/2496424/2536680 | | 2/19/16 | 75905 | 132.70 | |
| 84807 | MILLER, ELLEN | OFFICE SUPPLIES | | 2/19/16 | 75853 | 128.94 | |
| 84808 | MOUND HOUSE TRUE VALUE | TAB DIVIDERS, DVD DISCS | | 2/19/16 | 75868 | 352.49 | |
| 84809 | MULLER, BEATRICE | APN 003-341-31 | | 2/19/16 | 75841 | 97.62 | 711.75 |
| 84810 | NAPA AUTO & TRUCK PARTS | ST 72 | | 2/19/16 | 75848 | 14.98 | 14.98 |
| 84811 | NEV ADMIN BLDG & GROUNDS | SHOP-MISC HRDR | | 2/19/16 | 75812 | 300.00 | 300.00 |
| 84812 | NEV COMPTROLLER | CH SMOKE DET BATTERIES | | 2/19/16 | 75880 | 223.68 | |
| 84813 | NEV DEPT OF PUBLIC SAFETY | ST 72-BREAKER | | 2/19/16 | 75822 | 22.21 | |
| 84814 | NEV LIBRARY & ARCHIVES | APN 003-341-31 | | 2/19/16 | 75822 | 17.99 | 270.87 |
| 84815 | NEV RURAL REGIONAL CENTER | FR E75-FLIERS | | 2/19/16 | 75821 | 43.58 | |
| 84816 | NEV STATE BAR | JAN 2016 WATER PURCHASE | | 2/19/16 | 75825 | 4,694.14 | 4,694.14 |
| 84817 | NEV TREASURER | T FEES | | 2/19/16 | 75852 | 50.00 | |
| | | EES | | 2/19/16 | 75852 | 343.00 | |
| | | DC ADMIN ASSESSMENTS | | 2/19/16 | 75852 | 2,231.00 | |
| | | FINGERPRINTS/BACKGROUND | | 2/19/16 | 75774 | 160.00 | |
| | | DC CRIMINAL CASES FILM | | 2/19/16 | 75772 | 1,079.56 | 3,863.56 |
| | | DEC MEDICAID OG | | 2/19/16 | 75801 | 344.25 | 344.25 |
| | | KEITH LOOMIS DDA | | 2/19/16 | 75801 | 5,110.95 | 5,110.95 |
| | | | | 2/19/16 | 75792 | 134.82 | 134.82 |
| | | | | 2/19/16 | 75900 | 475.00 | 475.00 |
| | | | | 2/19/16 | 75851 | 25.00 | |

| CHECK NUMBER | VENDOR | P/O # | DATE | TRANS# | AMOUNT | CHECK TOTAL |
|--------------|---------------------------|-------|---------|--------|------------|-------------|
| 84818 | NEVADA BLUE LTD (RNO) | | 2/19/16 | 75865 | 50.00 | 25.00 |
| 84819 | NEVADA LEGAL SERVICE INC | | 2/19/16 | 75882 | 50.00 | 100.00 |
| 84820 | NEVADA SHERIFF & CHIEFS A | | 2/19/16 | 75763 | 75.72 | 75.72 |
| 84821 | NEXTEL OF CALIFORNIA INC | | 2/19/16 | 75765 | 250.00 | 500.00 |
| 84822 | NFPA | | 2/19/16 | 75799 | .60- | |
| 84823 | NORTON CONSULTING LLC | | 2/19/16 | 75799 | 1,445.23 | |
| 84824 | OFFSITE DATA DEPOT, LLC | | 2/19/16 | 75799 | 68.97 | 1,513.60 |
| 84825 | ON THE SIDE GRAPHICS & SI | | 2/19/16 | 75883 | 175.00 | 175.00 |
| 84826 | OREGON AUTO FINANCE | | 2/19/16 | 75831 | 77.41 | 77.41 |
| 84827 | OUTFRONT MEDIA LLC | | 2/19/16 | 75790 | 331.99 | 331.99 |
| 84828 | PERKINS, TINA MARIA | | 2/19/16 | 75861 | 70.00 | 70.00 |
| 84829 | PETRINI, ANGELO D | | 2/19/16 | 75773 | 114.80 | 114.80 |
| 84830 | PROFESSIONAL FINANCE CO I | | 2/19/16 | 75833 | 609.00 | 609.00 |
| 84831 | PUBLIC AGENCY COMPENSATIO | | 2/19/16 | 75786 | 20.00 | 20.00 |
| 84832 | PUBLIC AGENCY COMPENSATIO | | 2/19/16 | 75834 | 18.00 | 18.00 |
| 84833 | PUBLIC EMPY RETIREMENT | | 2/19/16 | 75807 | 83.96 | 83.96 |
| 84834 | QUILL CORPORATION | | 2/19/16 | 75906 | 950.72 | 950.72 |
| 84835 | R & E FASTENERS INC | | 2/19/16 | 75827 | 107,928.00 | 107,928.00 |
| 84836 | RAD STRATEGIES INC | | 2/19/16 | 75793 | 2,523.79 | 2,523.79 |
| 84837 | RAY MORGAN CO INC (CA) | | 2/19/16 | 75907 | 17.97 | 17.97 |
| 84838 | RECORDERS ASSOC OF NEV | | 2/19/16 | 75824 | 3.25 | 3.25 |
| 84839 | RENO GAZETTE-JOURNAL | | 2/19/16 | 75866 | 1,638.25 | |
| 84840 | RESERVE ACCOUNT | | 2/19/16 | 75870 | 56.49 | 1,694.74 |
| 84841 | RUPPCO INC | | 2/19/16 | 75889 | 150.49 | 150.49 |
| 84842 | SBC GLOBAL SERVICES IN LD | | 2/19/16 | 75898 | 25.00 | 25.00 |
| | BID/GOLD HILL DEPOT | | 2/19/16 | 75871 | 216.00 | 216.00 |
| | POSTAGE | | 2/19/16 | 75808 | 300.00 | 300.00 |
| | EMS SUPPLIES | | 2/19/16 | 75884 | 233.10 | 233.10 |
| | FIRE/TRI CLERK | | 2/19/16 | 75908 | .78 | |
| | | | 2/19/16 | 75908 | 2.08 | |

| VENDOR | INVOICE DESCRIPTION | P/O # | DATE | TRANSH | AMOUNT | CHECK TOTAL |
|--------|-----------------------------|-------|---------|--------|------------|-------------|
| 84843 | SBC GLOBAL SERVICES INC | | | | | 138.19 |
| | RECORDER | | 2/19/16 | 75908 | 4.40 | |
| | FIRE (VC) | | 2/19/16 | 75908 | 8.89 | |
| | PUBLIC WORKS | | 2/19/16 | 75908 | 1.79 | |
| | SHERIFF | | 2/19/16 | 75908 | 44.62 | |
| | JP | | 2/19/16 | 75908 | 1.75 | |
| | SHERIFF | | 2/19/16 | 75908 | 1.21 | |
| | COMPTROLLER/ADMIN | | 2/19/16 | 75908 | .25 | |
| | FIRE/LOCKWOOD | | 2/19/16 | 75908 | .26 | |
| | FIRE (VC) | | 2/19/16 | 75908 | 7.91 | |
| | COMMUNITY DEVELOPMENT | | 2/19/16 | 75908 | 2.76 | |
| | ASSESSOR | | 2/19/16 | 75908 | 10.08 | |
| | CENTRAL DISPATCH | | 2/19/16 | 75908 | 7.41 | |
| | DA | | 2/19/16 | 75908 | 3.68 | |
| | COMMISSIONER | | 2/19/16 | 75908 | 11.08 | |
| | FIRE (VC) | | 2/19/16 | 75908 | .74 | |
| | IT | | 2/19/16 | 75908 | 8.93 | |
| | PLANNING | | 2/19/16 | 75908 | .20 | |
| | VCTC | | 2/19/16 | 75908 | 19.37 | |
| | 847-7500 VCTC | | 2/19/16 | 75806 | 75.08 | |
| | 252-6412-COMMUNICATIONS | | 2/19/16 | 75806 | 4,698.90 | |
| | 847-0962 JOP | | 2/19/16 | 75806 | 61.95 | 4,835.93 |
| 84844 | SIERRA CHEMICAL COMPANY | | | | | |
| | DEP CREDIT | | 2/19/16 | 75826 | 120.00- | |
| | PRCHL 5 DEP | | 2/19/16 | 75826 | 840.88 | |
| | PRCHL 4 DEP | | 2/19/16 | 75826 | 705.20 | 1,426.08 |
| 84845 | SIERRA CONTROL SYSTEMS | | | | | |
| 84846 | SIERRA PEST CONTROL INC | | | | | |
| 84847 | SILVER STATE INDUSTRIES | | | | | |
| 84848 | SLICK INDUSTRIES Llc DBA | | | | | |
| | REMOTE, FIELD CKS, SOFTWARE | | 2/19/16 | 75842 | 3,055.00 | 3,055.00 |
| 84849 | SMITHS FOOD & DRUG CENTER | | | | | |
| | LOCKWOOD PEST SPRAY | | 2/19/16 | 75770 | 50.00 | 50.00 |
| 84850 | SOUTHERN WINE AND SPIRITS | | | | | |
| | CAT DZR | | 2/19/16 | 75893 | 2,426.00 | 2,426.00 |
| | SIGNAGE COMM DEV | | 2/19/16 | 75867 | 400.00 | |
| | ORDER #4004264 12/18/15 | | 2/19/16 | 75835 | 1,210.00 | |
| | ORDER #4001134 | | 2/19/16 | 75835 | 350.00 | |
| | ORDER #210786470 | | 2/19/16 | 75835 | 575.00 | 2,535.00 |
| 84851 | SOUZA, KATHERINE | | | | | |
| | INMATE MEDICATION | | 2/19/16 | 75766 | 57.96 | 57.96 |
| 84852 | SPB UTILITY SERVICES INC | | | | | |
| | REFUND SUP FEE SOUZA | | 2/19/16 | 75862 | 250.00 | 250.00 |
| 84853 | ST CO CLERK | | | | | |
| | JAN SUPPORT | | 2/19/16 | 75843 | 964.16 | 964.16 |
| 84854 | ST CO CLERK | | | | | |
| | APPLY TO 341109 | | 2/19/16 | 75794 | 95.00 | 95.00 |
| 84855 | ST CO CLERK | | | | | |
| | APPLY TO MH500202 | | 2/19/16 | 75800 | 124.00 | 124.00 |
| 84856 | ST CO SCHOOL DISTRICT | | | | | |
| | REFUND OF TAXES | | 2/19/16 | 75815 | 79.49 | 79.49 |
| 84857 | ST CO SHERIFF | | | | | |
| | PROPERTY TAX RECEIVED | | 2/19/16 | 75760 | 167,781.32 | 167,781.32 |

Report No: PB1315
 Run Date : 02/18/16

STOREY COUNTY
 CHECK REGISTER 2/19/16

| CHECK NUMBER | VENDOR | INVOICE DESCRIPTION | P/O # | DATE | TRANS# | AMOUNT | CHECK TOTAL |
|--------------|---------------------------|---|-------|---------|--------|----------|-------------|
| 84858 | STONE, RODGER | BACKGROUND CHECKS | | 2/19/16 | 75885 | 144.75 | 144.75 |
| 84859 | SUN PEAK ENTERPRISES | GARNISHMENT DISBURSED | | 2/19/16 | 75775 | 433.66 | 433.66 |
| 84860 | TRI GENERAL IMPROVEMENT | FEB 1-10, 2016 | | 2/19/16 | 75837 | 8.00 | |
| | | JAN 28-JAN 31, 2016 | | 2/19/16 | 75837 | 252.00 | 305.00 |
| | | 1705 PERU -W/S | | 2/19/16 | 75845 | 147.37 | |
| | | 1705 PERU -IRR | | 2/19/16 | 75845 | 69.31 | 216.68 |
| 84861 | UNIFORMITY OF NEVADA LLC | SCHROEDER PATCHES | | 2/19/16 | 75767 | 60.99 | 60.99 |
| 84862 | UNITED STATES BOWLING CON | PMT 2 OF 2 | | 2/19/16 | 75838 | 505.00 | 505.00 |
| 84863 | UPSON - SMITH | RETURN JURY FEES | | 2/19/16 | 75810 | 300.00 | 300.00 |
| 84864 | US POSTOFFICE (VC) | OFFSET FOR MISAPPLIED PMT | | 2/19/16 | 75846 | 68.00 | 68.00 |
| 84865 | VCTC | 2/10/2016 MEETING | | 2/19/16 | 75858 | 27.00 | |
| | | 1/13/2016 MEETING | | 2/19/16 | 75858 | 15.00 | |
| | | MAILED VISITOR GUIDES | | 2/19/16 | 75858 | 30.00 | |
| | | 2 WINE GLS SHP TO CSTMR | | 2/19/16 | 75858 | 3.72 | 83.47 |
| | | | | 2/19/16 | 75858 | 7.75 | |
| 84866 | VIDEO VELOCITY | 20 VC DVD'S | | 2/19/16 | 75839 | 200.00 | 200.00 |
| 84867 | VIRGINIA CITY TOURS INC | JAN 28-FEB 10, 2016 | | 2/19/16 | 75840 | 120.00 | 120.00 |
| 84868 | WA STATE DEPT OF CORRECT | INMATE FOOD | | 2/19/16 | 75776 | 3,059.11 | 3,059.11 |
| 84869 | WALKER & ASSOCIATES | LOBBYIST SERVICES | | 2/19/16 | 75823 | 1,666.00 | 1,666.00 |
| 84870 | WASHOE COUNTY SENIOR SERV | LOCKWOOD MEALS JAN 2016 | | 2/19/16 | 75829 | 1,918.87 | 1,918.87 |
| 84871 | WASHOE COUNTY, NEVADA | DNA TESTING NRS 176.0915 | | 2/19/16 | 75761 | 135.00 | 135.00 |
| 84872 | WATERS SEPTIC TANK SV DBA | GH SEPTIC PUMPING | | 2/19/16 | 75847 | 2,525.00 | 2,525.00 |
| 84873 | WEDCO INC | WWTP-ELECTRICAL REPAIR | | 2/19/16 | 75856 | 2,969.06 | 2,969.06 |
| 84874 | WESTERN ENVIRONMENTAL LAB | BIO,FECAL,PH,NITRO,SOLIDS METALS,CYANIDE,MERCURY,VO | | 2/19/16 | 75857 | 206.00 | |
| | | | | 2/19/16 | 75857 | 1,207.00 | 1,413.00 |
| 84875 | WESTERN NEVADA SUPPLY CO | MTCC-RHEE THERMOSTAT | | 2/19/16 | 75863 | 253.09 | 253.09 |

CHECKS TOTAL 406,176.59

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECKS TOTAL 406,176.59 CHECK DATE 2/19/16

CONTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

PC
 NUMBER VENDOR FUND-DEPT INVOICE # DESCRIPTION DATE TRANS# AMOUNT CARD TOTAL

| | | | | | | | |
|--|---------------------|--|------------------------|---------|------|---------|--|
| | THOMSEN GOLDEN GATE | | | 2/19/16 | 1470 | 36.93 | |
| | TRADER JOE'S | | BRUCE RET/TO BE REIMBU | 2/19/16 | 700 | 37.40 | |
| | TRAINING FOR TAMI | | SKILLPATH NATIONAL | 2/19/16 | 693 | 199.00 | |
| | TRAINING FOR TAMI | | FREDPRYOR CAREERTRACK | 2/19/16 | 693 | 238.00 | |
| | TRAINING JUDGE H | | CONF 3WC64 | 2/19/16 | 693 | 268.77 | |
| | TRAVEL FOR TRAINING | | ENTERPRISE | 2/19/16 | 693 | 165.52 | |
| | WHITTEN 2/8/16 BJ'S | | REST./HASLEM, HALBARDI | 2/19/16 | 696 | 44.68 | |
| | YOHEY WALMART | | REFUND SALES TAX | 2/19/16 | 1470 | 161.57- | |
| | 002-1870909-1800261 | | TECH EXAM BOOKS | 2/19/16 | 1470 | 57.97 | |
| | 138864913 | | SHERIFF DSL | 2/19/16 | 1470 | 85.00 | |

8,374.73

8,374.73

Card Total

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

 COMPROLLER

 TREASURER

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/1/16

Estimate of time required: 0 - 5

Agenda: Consent Regular agenda Public hearing required

1. **Title:** Business License First Readings

2. **Recommended motion:** None required (if approved as part of the Consent Agenda)
I move to approve all first readings (if removed from consent agenda by request)

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** First readings of submitted business license applications are normally approved on the consent agenda. The applications are then submitted at the next Commissioners' meeting for approval.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:** None

___ District Attorney

8. **Reviewed by:**  Department Head

Department Name: Community Development

___ County Manager

Other agency review: _____

9. **Board action:**

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. 6

Storey County Community Development

Business Licensing

P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

February 22, 2016
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **March 1, 2016**, COMMISSIONERS Consent Agenda:

LICENSING BOARD

FIRST READINGS:

- A. **DESERT VALLEY DENTAL OF TRI, INC. – General / 420 USA Parkway** **TRI**
- B. **WESTERN PARTITIONS, INC. – Contractor / 8300 SW Hunziker Road ~ Tigard, OR (contractor)**
- C. **ROLLING PLAINS CONSTRUCTION, INC. – Contractor / 12331 North Peoria St. ~ Henderson, CO (fireproofing contractor)**
- D. **HELIX ELECTRIC OF NEVADA, LLC – Contractor / 3078 East Sunset Road ~ Las Vegas (elect cont.)**
- E. **MEDIC ELECTRIC, LLC – Contractor / PO Box 612 ~ Sparks (residential contractor)**
- F. **ERGOMAT, INC. – Contractor / 7469 Industrial Pkwy ~ Avon Lake, OH (installation of fatigue matting)**
- G. **MARTIN HARRIS CONSTRUCTION, LLC – Contractor / 3030 South Highland ~ Las Vegas (contractor)**
- H. **BORGES ARCHITECTURAL GROUP – Contractor / 1478 Stone Point Dr ~ Roseville, CA (architectural)**
- I. **COLOG, INC. – Contractor / 810 Quail Street ~ Lakewood, CO (geophysical/hydrophysical services)**
- J. **ITEM WEST, LLC – Contractor / 9725 South 500 West ~ Sandy, UT (manufacturing solutions)**
- K. **EDAX, INC. – Contractor / 91 McKee Drive ~ Mahwah, NJ (equipment manufacturing)**
- L. **FRIENDLY PLUMBING, INC. – Contractor / 1744 C Street ~ Sparks (plumbing contractor)**
- M. **APOLLO SHEET METAL, INC. – Contractor / 1207 West Columbia ~ Kennewick, WA (mech. Cont.)**
- N. **FUTURE ELECTRONICS, CORP., -- Contractor / 237 Hymus Blvd ~ Pointe-Claire CANADA (electronics distributor/installer)**
- O. **ICG CONSTRUCTION, LLC – Contractor / 500 Ryland ~ Reno (concrete contractor)**
- P. **GEOTEMPS, INC. – General / 970 Caughlin Xing ~ Reno (Staffing solutions)**

Inspection Required

ec: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Assessor's Office
Commissioners' Office

Vanessa Stephens

From: Pat Whitten
Sent: Saturday, January 23, 2016 7:43 AM
To: Ron Radil
Cc: Vanessa Stephens; Dean Haymore
Subject: Re: Agenda Request WNDD

Hi Ron,

This email is sufficient to initiate your request that you be placed on our March 1, 2016 agenda. If you have support documents such as printed powerpoint presentations that you want included in our agenda packet, please send those to me electronically no later than noon on February 25th. Also, if you wish to display via projection, please advise as to what equipment you may require. If you intend on bringing documents with you to handout at the meeting, please bring at least 6 copies for the Commission and support staff plus however many copies you wish to make available for the general public. On behalf of the Commission, we look forward to your presentation. Best regards...

Pat

From: Ronald Radil <rjradil@wndd.org>
Date: Friday, January 22, 2016 at 4:46 PM
To: Patrick Whitten <pwhitten@storeycounty.org>, "gcc@ci.fallon.nv.us" <gcc@ci.fallon.nv.us>
Subject: Agenda Request WNDD

Pat / Gary:

We want to do an update for the Commissioners and Council, Tuesday, 1 Mar 16.

The presentation:

Update WNDD activities

Comprehensive Economic Development Strategy (CEDS)

How CEDS can be used – specifically USDA RD Section 6025 requirement for extra points for a project of a regional nature/impact

Input from CC and DG regarding updating the projects/initiatives in the 2014 WNDD CEDS

WNDD RLF – Update

Nevada Economic Development Conference – Sep 16, Joe Crowley Student Union, UNR

Program

Participation

Support

Sponsorships

I am looking at 1 Mar 16 as we could attend Storey County Commission in the morning and Fallon at their 7:00 PM meeting.

Let me know who I need to contact to be placed on the respective agenda.

Thanks.

Ron

Ronald J. Radil
Executive Director
Western Nevada Development District
704 West Nye Lane, Suite 201
Carson City, Nevada 89703
775-883-7333, Ext 2001
(F) 775-883-0722
E-Mail: rjradil@wndd.org



Storey County Board of County Commissioners

Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent [] Regular agenda [x] Public hearing required []

1. **Title:** Approval of Auditors Recommendations pertaining to Storey County Audit Report for the period ended June 30, 2015

2. **Recommended motion**

I hereby make a motion to approve the recommended actions pertaining to the Auditors recommendations for the current Audit Report Period ended June 30, 2015.

3. **Prepared by: Hugh Gallagher**

Department: Comptroller

Telephone: 847-1006

4. **Staff summary:** The Comptroller will address the Auditors report on current recommendations and purpose solutions for the next fiscal year.

5. **Supporting materials:** Provided prior to the meeting

6. **Fiscal impact: none**

Funds Available:

Fund:

Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

___ Department Head

Department Name: Commissioner's Office

___ County Manager

Other agency review: _____

9. **Board action:**

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. 10

STOREY COUNTY
OFFICE OF THE COMPTROLLER
POST OFFICE BOX 432
VIRGINIA CITY, NEVADA 89440

STOREY COUNTY

BOARD OF COUNTY COMMISSIONERS

February 18, 2016

Gentlemen:

Pursuant to NRS 354.6245, the following represents corrective action to the Storey County Audit Report dated June 30, 2015. Under "AUDITORS REPORT ON CURRENT YEAR'S RECOMMENDATIONS." Our outside auditor cited five current recommendations.

1. "We recommend monitoring expenditures to prevent exceeding budgeted amounts as expenditures exceeded appropriations in the General Fund and four Special Revenue Funds. One Special Revenue Funds also had a deficit fund balance.
 - a. The Community Development Department is the heart of all activity pertaining to business licenses, permit and plan review fees for Storey County. With the unanticipated new development in the Tahoe Reno Industrial Park as a result of the 2014 Special Legislative Session involving Tesla Motors, building inspections, building licensing and permits suddenly increased beyond comprehension. Staffing requirements were scheduled to meet the demand for building inspections and plan reviews. In addition, a departure of one building inspector required additional overtime by staff. Administrative staff also had to be increased and trained which accounted for some of the additional overtime plus the additional influx of paperwork required for permitting and licensing. In addition, a new vehicle and lap top computers were required to process the added needs of the Industrial Park.
 - b. The Virginia City Tourism Special Revenue Fund Exceeded revenue projections by \$192, 641, however expenses exceeded appropriations by \$100,428. A letter from Tourism Director Deny Dotson is attached for your review.
 - c. The Drug Court Special Revenue Fund is designed to collect fines from Drug Court proceedings and then disburse these funds by order of the District Court. Due to timing differences, this Special Revenue Fund exceeded appropriations by \$250.00 and also put this Fund into a negative ending fund balance deficit of \$570.00. This will be corrected in the current fiscal year.
 - d. The Indigent Accident Special Revenue Fund receives revenue from Ad Valorem Taxes and makes distributions based on a formula to the Nevada State Comptroller's

Office. During the year, timing differences occurred which make appropriations exceed budget amounts by \$13,793 and also put the Fund into a negative ending fund balance in the amount of \$5,751. These timing differences will be corrected during the current fiscal year.

- e. The USDA Special Revenue Fund was designed to receive proceeds from Bond Revenue for the Waste Water Treatment Plant and Loan Proceeds for the 474 Fire District structure engines and ambulances. Timing differences in disbursing these funds has put this Fund into a negative ending fund balance of \$224,761 which will be adjusted and corrected during the current fiscal year.
2. “Continued care should be taken in the assignment of funds and account numbers prior to recording the liabilities in the accounting records. Certain expenditures appear to be more correctly charged to the special revenue funds than the general fund.”
 - a. There has been and will continue to be a very concerted effort to expense charges to the appropriate account number and fund. We have been very consistent in identifying those expenses which are a direct expense of other than General Fund expenditures and adjusting those expenses to the proper fund and account.
 3. “We recommend account names in the Federal/State Grant Fund be reviewed and adjusted to further differentiate the Federal and State grant revenues and expenditures. The county may want to consider establishing separate State Grant Funds.”
 - a. We have made great strides in the identification of Federal vs. State Grant revenues and expenditures. Continued internal audits will provide, on a quarterly basis, proper account distribution between the various grants. We will continue to educate those departments, which operate as Separate Local Governments, that it is their responsibility to accurately define Federal from State grants.
 4. “We recommend double checking accounts after journal entries have been made to ensure the correct accounts have been affected and the correct amounts have been recorded in each account.”
 - a. After each journal is made, each account affected by the journal entry is printed and reviewed as part of the entry documentation.
 5. “We recommend a cutoff date of August 30 to be established and strictly enforced for all payables, receivables and journal entries by any government employee to prevent complications with the audit.”
 - a. We concur with this recommendation. In the past, we have been very consistent in applying the principal that anything ordered and received in a fiscal year will be paid in that fiscal year. It has come to our attention that some expenditures are being made that

are not necessarily targeted for the current fiscal year but for the next fiscal year. We will be very diligent to review invoices during the last quarter of each fiscal year to determine the necessity of the expenditure. In addition, deposits received in July and August will be reviewed to ensure proper classification into the proper fiscal year.

Sincerely,

A handwritten signature in cursive script that reads "Hugh J. Gallagher".

Hugh J. Gallagher

Comptroller

Marshall McBride-Chairman

Lance Gilman-Vice Chairman

Jack McGuffey-Commissioner



Storey County Board of County Commissioners

Agenda Action Report

Meeting date:

Estimate of time required:

Agenda: Consent [] Regular agenda [x] Public hearing required []

1. **Title:** Selection of David A. Pringle, CPA, LTD as Storey County as auditor for the fiscal year ended June 30, 2016.

2. **Recommended motion**

Per NRS 354.624 the Storey County Commissioners due hereby select David Pringle, CPA, LTD as the auditor for the fiscal year ended June 30, 2016.

3. **Prepared by: Hugh Gallagher**

Department: Comptroller

Telephone: 847-1006

4. **Staff summary:**

The Current Auditor David Pringle CPA, LTD has done an excellent job of providing audit compliance, accounting and auditing advice and financial statement presentation to Storey County. Their work is professionally done and their rate is more than reasonable. In addition, any questions or meetings that may be needed are accomplished at no additional charge.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

 x Comptroller

7. **Legal review required:**

 District Attorney

8. **Reviewed by:**

 Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. | |



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: March 1, 2016

Estimate of time required: 5 minutes

Agenda: Consent Regular agenda Public hearing required

1. **Title:** Approval of Virginia City Sewer Improvement USDA Project contract with Farr West Engineering for Professional Services.

2. **Recommended motion:** I move to approve the Virginia City Sewer Improvement USDA Project contract with Farr West Engineering for Professional Services.

3. **Prepared by:** Cherie Nevin

Department: Community Relations

Telephone: 847-0986

4. **Staff summary:** The Storey County Commission approved and signed the USDA Letter of Intent to Meet Conditions outlined in the attached letter of conditions (LOC) for the Storey County Wastewater Collection System Improvements project. The LOC outlines all of the conditions that must be met prior to USDA Rural Development authorizing the County to go out to bid and proceed with construction. It is anticipated that construction will not commence on this project until early 2017, however, staff is working to meet the conditions prior to that time. One of the conditions is Engineering Services (Item #23 on the LOC.) The contract with Farr West Engineering has been reviewed and approved by the USDA Engineer and is being presented to the County Commission for approval. The contract is prepared using the Engineers Joint Contract Document Committee (EJCDC.)

5. **Supporting materials:** Agreement between Owner and Engineer for Professional Services Contract

6. **Fiscal impact:**

Funds Available: YES

Fund: USDA FUND

___ Comptroller

7. **Legal review required:**

KL. District Attorney

8. **Reviewed by:**

CW Department Head

Department Name: Commissioner's Office

___ County Manager

Other agency review: _____

9. **Board action:**

Approved

Denied

Approved with Modifications

Continued

Agenda Item No. 12

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

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1 – SERVICES OF ENGINEER..... | 1 |
| 1.01 Scope | 1 |
| ARTICLE 2 – OWNER’S RESPONSIBILITIES..... | 1 |
| 2.01 General | 1 |
| ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES..... | 2 |
| 3.01 Commencement..... | 2 |
| 3.02 Time for Completion | 2 |
| ARTICLE 4 – INVOICES AND PAYMENTS | 2 |
| 4.01 Invoices | 2 |
| 4.02 Payments | 2 |
| ARTICLE 5 – OPINIONS OF COST | 3 |
| 5.01 Opinions of Probable Construction Cost | 3 |
| 5.02 Designing to Construction Cost Limit | 3 |
| 5.03 Opinions of Total Project Costs..... | 3 |
| ARTICLE 6 – GENERAL CONSIDERATIONS..... | 4 |
| 6.01 Standards of Performance | 4 |
| 6.02 Design Without Construction Phase Services | 5 |
| 6.03 Use of Documents..... | 6 |
| 6.04 Electronic Transmittals..... | 6 |
| 6.05 Insurance | 7 |
| 6.06 Suspension and Termination | 8 |
| 6.07 Controlling Law..... | 9 |
| 6.08 Successors, Assigns, and Beneficiaries | 9 |
| 6.09 Dispute Resolution | 10 |
| 6.10 Environmental Condition of Site..... | 10 |
| 6.11 Indemnification and Mutual Waiver | 11 |
| 6.12 Records Retention..... | 12 |
| 6.13 Miscellaneous Provisions..... | 12 |
| ARTICLE 7 – DEFINITIONS..... | 13 |
| 7.01 Defined Terms | 13 |
| ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS | 17 |
| 8.01 Exhibits Included: | 17 |
| 8.02 Total Agreement: | 17 |
| 8.03 Designated Representatives: | 17 |
| 8.04 Engineer’s Certifications: | 18 |

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 1, 2016 ("Effective Date") between
Storey County ("Owner") and
Farr West Engineering ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Virginia City and Gold Hill Wastewater Improvement Project ("Project").
Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Bidding, Field Engineering, Construction Management, Inspection, Archaeological Monitoring and Reporting,
And SCADA Integration Services

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer or Owner fails, through ~~its~~ their own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner and Engineer shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any **undisputed** payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in ~~the same locality~~ **Northern Nevada**. ~~Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. ~~Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.~~

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer **for liability which arises after completion of the Project and then only to the extent of Owner's percentage of fault in the incident giving rise to liability**; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall ~~may~~ jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to **such insurance covering general liability, motor vehicle damage and injuries and other insurance necessary to protect Owner's and Engineer's interests in the Project but not including workers compensation** insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. ~~All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants.~~ Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance **except Owners** shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement. **Owner agrees to provide at least ten days written notice that it has chosen not to pay any premium due for its insurance policy.**
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for

consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations ~~and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern **not disclosed to Engineer in writing pursuant to Section 2.01.D.2** at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. ***Agency*—The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit – NOT USED.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. – NOT USED
- J. Exhibit J, Special Provisions – NOT USED.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this agreement, 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. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Storey County

Engineer: Farr West Engineering

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: Brent Farr
Print name: Brent Farr
Title: President
Date Signed: 2.16.16

Engineer License or Firm's Certificate No. (if required):
14234
State of: Nevada

Address for Owner's receipt of notices:
Storey County Commissioner's Office
P.O. Box 176 [26 South B St.]
Virginia City, NV 89440
Designated Representative (Paragraph 8.03.A):

Address for Engineer's receipt of notices:
Farr West Engineering
5442 Longley Lane, Suite A
Reno, NV 89511
Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
E-Mail Address: _____

Title: Brent Farr, P.E.
Phone Number: (775) 851-4788
E-Mail Address: brent@farrwestengineering.com

This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. ~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
 - a. ~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **Project Alternatives evaluated in Preliminary Engineering Report – September, 2010.**~~
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.**~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. ~~Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
3. ~~Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~

- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~
- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~

Exhibit A – Engineer's Services

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- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
 - ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 - ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: **[List any such tasks or deliverables here.] Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**~~
 - ~~15. Furnish ___ review copies of the Report and any other Study and Report Phase deliverables to Owner within ___ days of the Effective Date and review it with Owner. Within ___ days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
 - ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments. **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's and Agency's comments.**~~
- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

~~A1.02 Preliminary Design Phase~~

- ~~A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
 - ~~2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or~~

following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

- ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~4. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~
- ~~8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**~~
- ~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
[List any such tasks or deliverables here.]~~
- ~~10. Furnish N/A review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within N/A days of authorization to proceed with this phase, and review them with Owner. Within N/A days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

Exhibit A – Engineer's Services

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~~11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner N/A copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within N/A days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

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8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. **The Engineer will provide SCADA design, historic properties treatment plan, and archaeological data recovery.**
 - b. **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
 10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 365 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

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- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~ **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**

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7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Upon award of the Construction Contract, the Engineer shall furnish to Owner Five Executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.

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5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer

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shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties

that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are~~

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~~to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[None]
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted

subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

Exhibit A – Engineer's Services

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

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26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern **not disclosed to Engineer in writing pursuant to Section 2.01.D.2** or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests. **In no event can Owner be required to retain outside counsel to provide the legal services.**
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B – Owner's Responsibilities

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- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Perform or provide the following: *[List any other Owner responsibilities here.]*

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 1, 2016.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$615,784.00** based on the following estimated distribution of compensation:

| | | |
|----------------------------------|----|------------|
| a. Study and Report Phase | \$ | 0.00 |
| b. Preliminary Design Phase | \$ | 0.00 |
| c. Final Design Phase | \$ | 87,054.00 |
| d. Bidding and Negotiating Phase | \$ | 104,680.00 |
| e. Construction Phase | \$ | 345,497.00 |
| f. Post-Construction Phase | \$ | 78,553.00 |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **None**

5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **36** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$430,644.00** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **400** day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **15%**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **2016**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **15%**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 15%.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of 2016) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 15%.

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

| | |
|----------------|--|
| Mileage (auto) | Federal Reimbursement Rate |
| Meals | \$40 per day allowance for personnel that are staying overnight. |
| Lodging | At cost |

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

| Title | Hourly Rate | Title | Hourly Rate |
|--------------------------------------|--------------------|-----------------------------------|--------------------|
| Principal Civil Engineer | \$135 | Senior Designer | \$95 |
| Senior Project Manager | \$125 | GIS Analyst | \$105 |
| Project Manager | \$115 | GIS Technician | \$75 |
| Project Engineer | \$105 | Water Rights Surveyor | \$125 |
| Engineer in Training | \$90 | Water Rights Specialist | \$105 |
| Engineer in Training II | \$80 | Water Rights Technician | \$75 |
| Senior Hydrogeologist | \$135 | Water Rights Technician II | \$65 |
| Hydrogeologist | \$100 | Professional Surveyor | \$125 |
| Hydrogeologist II | \$80 | Survey Technician | \$85 |
| Principal Electrical Engineer | \$160 | Survey Technician II | \$70 |
| Environmental Scientist | \$105 | 1 Man Survey Crew | \$125 |
| Construction Inspector | \$95 | 2 Man Survey Crew | \$165 |
| Senior Administrator | \$75 | 3 Man Survey Crew | \$240 |
| Project Assistant | \$60 | Intern | \$45 |
| Administrator | \$45 | | |

NOTE: Different survey labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

RUS CERTIFICATION PAGE

PROJECT NAME: Virginia City and Gold Hill Wastewater Improvement Project

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer "must plainly show all changes to the Standard EJCDC Text, using 'Track Changes' (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions." Such other means may include attachments indicating changes (e.g. Supplementing Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there override the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

| | |
|------------------------------|------------------------|
| Basic Services | \$ <u>615,784.00</u> |
| Resident Project Observation | \$ <u>430,644.00</u> |
| Additional Services | \$ <u>503,434.00</u> |
| TOTAL: | \$ <u>1,549,862.00</u> |

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

Exhibit D - Resident Project Representative.

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

Exhibit D - Resident Project Representative.

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

Exhibit D - Resident Project Representative.

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- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Exhibit D - Resident Project Representative.

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- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Construction Cost Limit - NOT USED

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 — *Designing to Construction Cost Limit*

- A. ~~Owner and Engineer hereby agree to a Construction Cost limit in the amount of _____.~~
- B. ~~A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.~~
- C. ~~The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- D. ~~Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit. **Engineers determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.**~~
- E. ~~If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- F. ~~If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for~~

Exhibit F – Construction Cost Limit.

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~~services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

Exhibit F – Construction Cost Limit.

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Page 2

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000

4)

- c. General Liability --
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

- 1) \$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$2,000,000
- 2) Annual Aggregate \$4,000,000

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$2,000,000

Exhibit G – Insurance.

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- 2) Bodily injury by Disease, Each Employee \$2,000,000
- 3) Bodily injury/Disease, Aggregate \$2,000,000
- 4)
- c. General Liability --
 - 1) General Aggregate: \$10,000,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$10,000,000

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. NONE
- b. NONE
- c. NONE
- d. NONE
[other]

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Limitations of Liability – NOT USED

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

~~2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

~~B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

Exhibit I - Limitations on Liability.

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This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Special Provisions – NOT USED

Paragraph(s) _____ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

| | |
|----------------------------------|----------|
| Original agreement amount: | \$ _____ |
| Net change for prior amendments: | \$ _____ |
| This amendment amount: | \$ _____ |
| Adjusted Agreement amount: | \$ _____ |

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: March 1, 2016

Estimate of time required: 20 min.

Agenda: Consent Regular agenda Public hearing required

1. Title: Second reading of Ordinance No. 15-267 amending Storey County Code Title 8 Health and Safety by adding chapter 8.01 Nuisances and providing a uniform process for abating all the different nuisance complaints in the code. The amendment also changes the existing nuisance procedures in other parts of the Code to be consistent with the new chapter and provides for other properly related matters.

2. Recommended motion: I move to approve the second reading of Ordinance No. 15-267. If the board wants further discussion, public hearings, or substantial changes to the ordinance staff would recommend continuing the ordinance to a date certain.

3. Prepared by: Robert Morris, outside counsel.

Department: District Attorney's Office

Tel: 847-0964

4. Staff summary: The county staff has been working on nuisance problems in Storey County and has found that the Storey County Code is fairly fragmented and has different hearing procedures for handling different nuisances based on the section of Storey County Code that is used. This ordinance creates a single hearing process for all the types of nuisances in code and amends the various sections to be consistent with the new hearing chapter.
(Continued on next page.)

5. Supporting materials: Ordinance 15-267

6. Fiscal impact: None

7. Legal review required: Yes

_____ District Attorney

8. Reviewed by:

_____ Department Head

Department Name: Commissioner's Office

_____ County Manager

Other agency review: _____

9. Board action:

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. 13

4. Staff summary continued:

The Board held a public workshop during the meeting of November 3, 2015. Most of the comments have been integrated into the text and the ordinance was approved for a first reading on February 2, 2016. There is the public hearing for the public, staff, or the board to discuss the ordinance and to make any additional changes.

The specific issues that should be discussed include:

1. How the complaint process is initiated. The ordinance in section 8.01.030 requires the county authorized inspector to receive a complaint to initiate the process. As filing an action in court is the county's enforcement, it helps to have the name of the person making the he complaint as well as having a written complaint. Adding "written" and "signed" to the section would fix this. If the county staff is going to be able to initiate complaints it does raise issues of selective enforcement. The board may want to state whether county staff may initiate a complaint.
2. The independent hearing officer. The ordinance currently allows the board to appoint more than one hearing officer to insure there would always be one available for a hearing. There maybe should be some minimum qualification for the job. Text could be added to the definition of hearing officer in section 8.01.020
3. Funding. The board may want to create a contingency fund for cleanup of nuisances.
4. Civil penalties. Who should determine the civil penalty? The ordinance currently allows both the hearing officer and the board to impose civil penalties.
5. Changes from the first reading. Any additions or deletions are underlined.

Ordinance No. 15-267

Summary

An ordinance amending Storey County Code Title 8, Health and Safety by adding chapter 8.01 Nuisances, providing a uniform process for abating all the different nuisance complaints in the code. The existing nuisance procedures in other parts of the Code in title 6, 8, 13, 15, and 17 are amended to be consistent with the new chapter.

Title

An ordinance amending Storey County Code Title 8 Health and Safety by adding chapter 8.01 Nuisances and providing a uniform process for abating all the different nuisance complaints in the code. The amendment also changes the existing nuisance procedures in other parts of the Code to be consistent with the new chapter and provides for other properly related matters.

The Board of County Commissioners of the County of Storey, State of Nevada, does ordain:

SECTION I: Title 8 Health and Safety is amended by adding the following:

Chapter 8.01

Nuisances

Sections

- 8.01.010 Declaration of nuisances.***
- 8.01.020 Definitions.***
- 8.01.030 Notice of violation.***
- 8.01.040 Voluntary abatement.***
- 8.01.050 Time limit for abatement.***
- 8.01.060 Hearing procedures.***
- 8.01.070 Appeal procedures.***
- 8.01.080 Abatement by the county and recovery of costs.***
- 8.01.090 Summary abatement.***
- 8.01.100 Civil penalty.***
- 8.01.110 Criminal penalty.***

8.01.010 Declaration of nuisances

In order to protect the public health, safety and welfare of the residents of the county from public nuisances, the board of county commissioners or its designee may order the owner of real

property within the county to:

- A. Repair, safeguard, or eliminate any dangerous structure or condition.
- B. Clear debris, rubbish, refuse, litter, garbage, abandoned or junk vehicles or junk appliances which are not subject to the provisions of NRS chapter 459 Hazardous Materials.
- C. Clear weeds and noxious plant growth.
- D. Abate any condition or use that is declared a nuisance in this code.
- E. Repair, clear, correct rectify, safeguard or eliminate any other public nuisance to protect the public health, safety and welfare of the residents of the county.

As an alternative to the abatement of nuisances in the manner provided in this chapter, the district attorney is authorized, pursuant to NRS 244.360(6) to bring all necessary civil actions on behalf of the county to enjoin, abate or restrain the violation of the any ordinance of this county, the violation of which is declared to be a public nuisance in the ordinance violated and to seek damages for the cost of abatement of nuisances and the recovery of expenses and costs of suit arising out of such actions.

8.01.020 Definitions.

For the purpose of this chapter, unless the context otherwise requires, the following definitions apply:

Authorized inspector (inspector) means the person designated or authorized by this section to enforce the provisions of the code dealing with nuisances.

A. The building official or his or her designee is the authorized inspector for public nuisances regulated by title 15, Buildings and Construction, chapter 15.20 Flood damage prevention and title 13, Public Services when involving dangerous structures. The building official must use the Code for Abatement of Dangerous Buildings to abate structures that are public nuisances.

B. The fire district chief or his or her designee is the authorized inspector for public nuisances regulated by the International Fire Code as amended

C. The planning director or his or her designee is the authorized inspector for public nuisances regulated by titles 8 Health and Safety and 17 Zoning.

D. The sheriff or his or her designee is the authorized inspector for public nuisances regulated by title 6 Animals.

E. The public works director or his or her designee is the authorized inspector for public nuisances regulated by title 13 Public Services.

F. Any person designated as an authorized inspector may refer a complaint received by that person, which may be more appropriately handled by another inspector, to the county manager or his or her designee to be reassigned to an appropriate authorized inspector.

Dangerous structure or condition means a structure or condition that may cause injury to or endanger the health, life, property or safety of the general public or the occupants, if any, of the property on which the structure or condition is located. It includes any violation of any building, electrical, housing, plumbing or safety code or the violation of an ordinance regulating public health, welfare or safety which violation is designated a public nuisance in such ordinances.

Hearing officer means a person designated by the board of county commissioners to hear matters that are declared nuisances under this code or to determine the propriety or amount of civil penalties. The hearing officer may not be a county employee.

Occupant means a legal entity that through the rights of ownership, rental, or residence has

the use and enjoyment of the subject real property for residential or commercial purposes.

***Owner** means the legal entity listed as the current owner as recorded in the official records of the Storey County Recorder's office*

8.01.030 Notice of nuisance.

When the county's authorized inspector receives a complaint about the existence of a condition which is declared to be a public nuisance by any provision of this code on property within the county, the ~~authorized~~ inspector must personally deliver to the property owner, or send to the owner of the property at the mailing address provided by the owner in the real property records of the county, a notice of the existence of the conditions along with an order to abate the nuisance. If sent by mail, the notice must be sent by certified mail, return receipt requested.

The notice of nuisance must inform the owner of the following:

- A. The street address, parcel number, or legal description sufficient to identify the property.*
- B. A description and pictures if available of the offending condition or conditions.*
- C. A statement of the action required to abate the nuisance and the date by which the abatement must be completed.*
- D. A statement informing the owner that he will be subject to civil and criminal penalties for each day the nuisance is not abated after the date specified in the notice for completing the abatement has passed.*
- E. A statement that the owner has a right to request a hearing before the hearing officer and the right to an appeal of the hearing officer's decision to the board.*

The authorized inspector may alternatively refer the notice of nuisance to the district attorney. The district attorney may commence a civil action to abate, remove and enjoin the violation as a public nuisance or commence a criminal action in the manner provided by law. If a civil or criminal matter is filed in court the procedure in this chapter no longer applies.

8.01.040 Voluntary abatement.

Upon service of the written notice of nuisance, the owner of the property on which the offending conditions exist has until the date set out in the notice of nuisance to abate the nuisance unless the ~~authorized~~ inspector grants an extension of time in writing. If the nuisance has been abated, the owner may request an inspection to verify the condition of the property. If the applicable time limit in the notice has expired, the ~~authorized~~ inspector must re-inspect the property. If the nuisance has been abated, no further enforcement action may be taken. If the nuisance has not been abated by the date set forth in the notice of nuisance and no hearing or appeal has been requested, the ~~authorized~~ inspector may refer the matter to the district attorney's office for enforcement.

8.01.050 Time limit for abatement.

A. The owner has 30 calendar days from the date of personal service of the notice of nuisance or from the deposit for mailing of the notice of nuisance unless the condition of the property or structure is causing an immediate danger to the public health, safety or welfare. If there is an immediate danger to the public health, safety or welfare the inspector has discretion to require immediate abatement or abatement in a time period of less than 30 days.

B. The date for abatement set forth in the notice is tolled during the time the owner requests a hearing until he receives a decision from the hearing officer and for the time taken to decide an appeal if an appeal from the hearing officer's decision is taken.

8.01.060 Hearing procedures.

A. If the owner of the property contests the notice of nuisance, the owner may request a hearing before a hearing officer designated by the board. The board may designate more than one hearing officer and if the board does, the hearings must be alternated equally between the hearing officers by the clerk. The hearing must be requested by the owner in writing within 10 business days of service of the notice of nuisance and must be delivered to the county clerk.

B. The county clerk must, within 10 business days of receiving the request for hearing, set a hearing before the hearing officer. The hearing must be set within 30 days of the date of the receipt of the request for the hearing.

C. At the hearing the inspector and the owner of the property must present evidence to prove or disprove the facts set out in the notice of nuisance. The hearing officer must determine if there is a nuisance that must be abated and issue a written order within five working days of the conclusion of the hearing. If the hearing officer determines there is a nuisance the hearing officer must order the owner to abate the nuisance within 10 business days of service of the order or within the number of days remaining in the original notice of nuisance, whichever is longer.

D. The hearing conducted by the hearing officer must be recorded or reported. Any evidence introduced at the hearing must be retained in the custody of the county clerk.

8.01.070 Appeal procedures.

A. If the owner of the property disagrees with the decision of the hearing officer, the owner may appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within 10 working days of the service of the hearing officer's order, with the clerk of the board and payment of a filing fee of 100 dollars. The clerk of the board must set the matter for a hearing at the next available meeting of the board. The county clerk must provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with transcribed record along with the evidentiary materials admitted by the hearing officer.

B. At the appeal the board must review the record made in the hearing before the hearing officer to see if there is substantial evidence to support the hearing officer's decision. If the board finds there is substantial evidence and agrees with the decision of the hearing officer that there is a nuisance the board must order the owner to abate the nuisance within 10 business days of their decision or within the number of days remaining on the original notice of nuisance, whichever is longer.

8.01.080 Abatement by the county and recovery of costs.

A. The county may abate a nuisance ~~declared~~ that has been determined under this chapter at any time 10 days after the authorized inspector personally delivers to the property owner or sends the owner of the property written notice of the estimated costs to abate the nuisance and any accrued civil penalties, to the address provided by the owner in the real property records of

the county, by certified mail, return receipt requested.

B. The county may recover from the owner of the property on which a nuisance exists, the amount expended to abate a nuisance, if the owner has not abated the nuisance within the time required by the notice of nuisance, or after a hearing where the owner did not prevail and the owner has not filed an appeal within the time specified, or the board has denied an appeal and the owner has failed to abate the nuisance in the time specified.

C. The county, in addition to filing a civil suit or any other legal means, may make the nuisance abatement expense a special assessment against the property with the nuisance and may collect the special assessment according to state law.

8.01.090 Summary abatement.

The county may secure or summarily abate a dangerous structure or condition that the building official, the fire chief, and the sheriff determine in a written document is an imminent danger to the public health, safety and welfare.

A. Before taking action to secure or summarily abate the nuisance, the owner of the property must be given notice that is hand delivered to the owner of the property or sent pre-paid by United States mail or posted on the property. The notice must state that the owner may challenge the action to secure or summarily abate the structure or condition and must provide a telephone number and an address where the owner may obtain additional information about abating the nuisance.

B. If the imminent danger will occur before the notice and an opportunity to challenge the action can be provided, the county may summarily abate the structure or condition to the extent necessary to remove the imminent danger.

C. The owner of the property must be given written notice of the abatement after its completion. The notice must state that the owner may seek judicial review and contain a telephone number and an address where the owner may obtain additional information about abating the nuisance.

8.01.100 Civil penalty, hearing and appeal.

A. An owner of property that fails to abate a nuisance by the date specified in the notice of nuisance or as subsequently ordered by the hearing officer or the board, may be assessed a civil penalty by the hearing officer or the board of 100 dollars per day for each day the nuisance continues beyond the date specified in the notice. The cumulative civil penalties may not exceed three times the actual cost to abate, or, if the county elects not to abate the nuisance, three times the estimated cost to abate the nuisance as set forth in the estimate provided to the owner of the property pursuant to section 8.01.080(A) or ten thousand dollars, whichever is greater.

B. Hearing.

1. An owner of property who has been billed for a civil penalty may request a hearing before the hearing officer as to the propriety of the imposition of the civil penalty or as to the amount of the civil penalty. The request for the hearing must be made by delivering a request for a hearing to the county clerk within 10 days after estimated costs of abatement has been deposited for mailing pursuant to section 8.01.080(A) or within 10 days after the bill for the actual costs to abate the nuisance has been deposited for mailing by certified mail, return receipt requested to the address of the owner of the property as set forth in the real property records of

the county. The request for a hearing must be accompanied by a deposit of ten percent of the civil penalty assessed with the county clerk.

2. The county clerk must, within 10 business days of receiving the request for hearing, set a hearing before the hearing officer. The hearing must be set within 30 days of the date of the receipt of the request for the hearing.

3. At the hearing the county and the owner of the property must present evidence to establish the propriety of the imposition of the civil penalty and its amount. In regards to the amount of the civil penalty the hearing officer may take into account the gravity of the owners conduct, and may be reduced in consideration of all relevant circumstances, or the payment of which may be suspended for up to five years on conditions deemed suitable in the reasoned discretion of the hearing officer.

4. The hearing conducted by the hearing officer must be recorded or reported. Any evidence introduced at the hearing must be retained in the custody of the county clerk.

C. Appeal.

1. If the owner of the property disagrees with the decision of the hearing officer, the owner may appeal to the board of county commissioners. The appeal must be requested in writing by filing a written notice of appeal, within 10 working days of the service of the hearing officer's order, with the clerk of the board and payment of a filing fee of 100 dollars. The clerk of the board shall set the matter for a hearing at the next available meeting of the board. The county clerk shall provide for the transcription of the record made before the hearing officer at the expense of the county. The clerk must provide the board with the transcribed record along with copies of the evidentiary materials admitted by the hearing officer.

2. At the appeal the board must review the record made in the hearing before the hearing officer to see if the decision of the hearing officer is arbitrary or capricious.

D. Collection of civil penalties.

If the decision of the hearing officer is not appealed and he determined that civil penalties in any amount were appropriate or if the board upheld a decision of the hearing officer that civil penalties in any amount were appropriate, the civil penalties must be collected as allowed by state law.

A decision by the county to enforce civil penalties does not limit or prohibit the prosecution of the owner for a nuisance violation by criminal complaint.

8.01.110 Criminal penalty.

In addition to any other civil remedies set forth in this chapter, the owner, occupant or agent of any lot or premises within the county who permits or allows the existence of a public nuisance as defined in this code, upon any lot or premises owned, occupied or controlled by them, or who violates any provisions of this chapter is guilty of a misdemeanor. Each day of any violation constitutes a separate offense.

SECTION II: Section 6.04.120 is amended as follows:

6.04.120 Noisy dogs--Nuisance abatement.

A. It shall be unlawful for a dog owner to permit or allow a dog to habitually howl, or bark, or in any other manner disturb the peace and quietude of the community, or of any person within

the community. Such conduct on the part of any dog is declared to be a public nuisance and shall ~~must~~ be abated as such.

B. ~~The county sheriff, his deputies, or the poundmaster shall immediately institute abatement proceedings upon having received a written complaint that a dog is in violation of subsection A of this section.~~ *When the sheriff receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the sheriff must follow the procedures in chapter 8.01 to abate the nuisance.* It is lawful for any ~~such an~~ officer to enter upon any private property, to take any ~~such~~ dog *causing a nuisance* into custody and impoundment, except that no dog shall ~~may~~ be taken from any dwelling, house or other building.

SECTION III: Chapter 8.08, Refuse and Trash, is amended as follows:

Chapter 8.08

Refuse and Trash

Sections:

8.08.010 Definitions.

8.08.020 Unlawful deposit prohibited.

8.08.030 Nuisance declared.

8.08.040 Abatement—Responsibility for costs.

8.08.050 Notice to abate.

8.08.060 Hearing and appeal.

8.08.070 Failure to comply—Failure to request hearing.

8.08.080 Written demand for costs.

8.08.090 Lien—Filing.

8.08.100 Lien—Removal.

8.08.110 Violation—Liability.

8.08.120 Violation—Remedies not exclusive.

8.08.130 Civil action by county.

8.08.140 Violation--Penalty.

8.08.010 Definitions.

For the purpose of this chapter, unless the context otherwise requires, the following definitions apply:

Hearing officer ~~means a person designated by the board of commissioners.~~

Garbage *means swill, offal or any accumulation of animal, vegetable or other matter associated with the preparation, handling, consumption, storage or decay of plant or animal matter including meats, fish, fowl, fruits, vegetable or dairy products, or the waste wrappers or containers for these items, and any filthy or odoriferous objects.*

Junk vehicle means any car, truck, trailer, recreational vehicle, boat or other vehicle, or component parts thereof, that is unregistered, disassembled, *wrecked* or in disrepair.

Litter *means rubbish which is non-decaying, decaying or solid and semi-solid wastes,*

including but not limited to, both combustible and noncombustible wastes, such as paper, trash, cardboard, waste material, tin cans, yard clippings, wood, glass, bedding, or debris, scrap paving material, discarded appliances, discarded furniture, bedding, dry vegetation, weeds, dead trees and branches, overgrown vegetation and trees which may harbor insect or rodent infestations or may become a fire hazard, piles of earth mixed with any of the above or any foreign object, including junk or abandoned vehicles, without regard to value.

Noxious plant growth means any accumulation of weeds or other harmful plants, including shrubs, sagebrush against fence lines, or weeds or plants over 6 feet in height during fire season, or that create a danger to persons or animals or pose a fire hazard.

Person means and includes a natural person and any corporation, firm, partnership or any other legal entity.

Rubbish means any litter, vegetable waste, debris, garbage, junk vehicles, or refuse.

8.08.020 Unlawful deposit prohibited.

A. It is unlawful in the county for a person to place, deposit or dump, or cause to be accumulated, or cause to be placed, stored, deposited or dumped, any debris, garbage, refuse, trash, junk vehicles, rubbish, or any nauseous or offensive matter in or upon any private property with or without the consent of the owner, or in or upon any public property other than property designated or set aside for such purpose by the governing board or body having charge thereof.

B. Exemptions. The following are exempt from the provisions of this chapter:

1. Not more than ~~two~~ ~~three~~ unregistered junk vehicles parked or stored on a lot or parcel of land that are contained within a building or screened from view from a public street, road or alley by a 6-foot tall solid fence, wall or other similar structure.

2. Equipment and materials used for farming, ranching or keeping of livestock, appropriate to the size and zoning of the parcel, including fencing, lumber, compost, gates, irrigation equipment and materials, etc.

8.08.030 Nuisance declared.

All debris, garbage, trash, junk vehicles, rubbish, refuse, weeds, grasses and shrubbery, of any and all kinds, accumulated or stored upon any real property within the county are declared to be nuisances and detrimental to the health, safety, economics, and general welfare of the people of the county.

8.08.040 Abatement—~~Responsibility for costs.~~

It is unlawful for any person or persons to ~~suffer or permit~~ *the* accumulation of any of the things enumerated in ~~Section 8.08.020~~ of this chapter. *When an authorized inspector receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance.* upon any property owned by him or them, or of which he or they may have charge, and the cost or costs of removing the same shall become a lien upon the real property upon which the same are found, unless it is removed in accordance with the terms of this chapter.

8.08.050 Notice to abate.

— Upon receipt of a complaint alleging a violation of this chapter, the hearing officer shall determine the validity of the complaint. If the complaint is determined to be valid, the hearing officer shall cause to be personally delivered to the property owner, or to be sent to the property owner by certified mail, return receipt requested, notice of violation and notice to abate. The notice of violation and notice to abate must inform the owner of the following:

- A. Nature of the violation(s);
- B. That the owner has not more than fifteen calendar days to abate the condition;
- C. That the owner has a right to request a hearing before the hearing officer;
- D. That should the owner not prevail at the hearing before the hearing officer, he/she may appeal to the commission upon filing a notice of appeal with the commission and payment of a filing fee of one hundred dollars.

8.08.060 Hearing and appeal.

— A property owner who desires a hearing to challenge the violations set forth in the notice of violation must notify the hearing officer in writing prior to the date indicated on the notice to abate. The property owner will be afforded an opportunity to appear before the hearing officer and, if not satisfied with the results of the hearing, may request an appeal of the decision by filing a notice of appeal with the office of the county commission along with the filing fee of one hundred dollars. The notice of appeal shall be placed on the next available commission's agenda. The decision of the commission shall be final.

8.08.070 Failure to comply—Failure to request hearing.

— Should the property owner fail to comply with the terms of the notice and order and fail to request a hearing as provided in Section 8.08.050, within the time specified, or fail to prevail at any requested hearing, the county sheriff or such other official as the commissioners may direct, will report to the commissioners the location and owner or owners of all real property which have failed to comply with the notice and order and thereupon the commissioners shall order the removal of all materials as set forth in the notice to abate and to prorate the cost or costs thereof to each parcel of property upon which the work has been, or will be, performed and report the same to the commissioners.

8.08.080 Written demand for costs.

— Upon receipt of the report showing the property to be charged, and the owner or owners thereof, the county commissioners shall make written demand upon the legal owner or owners of record as shown in the office of the county assessor at the post office address of such owner or owners as recorded in the assessor's office, for the payment of the costs of removing the material.

8.08.090 Lien—Filing.

— After the expiration of thirty days from the demand referred to in Section 8.08.080 of this chapter, the cost or costs of removal as therein provided shall become a lien against the property, and the commissioners shall cause to be filed a lien specifically describing the property, naming the owner(s) or reputed owner(s) thereof, setting out the amount expended, including costs of preparing the lien and filing the same in the county recorder's office and shall, in addition, certify

to the county treasurer the amount of the same segregated to the parcel of land of each owner, requesting the county treasurer to collect the same as and when taxes on the real property are collected.

~~8.08.100 Lien--Removal.~~

~~—When the property owner pays the amount of the cost of removal plus the costs of preparing the filing of the lien, then in that event the commissioners shall cause to be recorded with the county recorder's office a satisfaction of lien and shall, in addition, notify the county treasurer of the satisfaction and removal of the claim.~~

~~8.08.110 Violation--Liability.~~

~~—Any person who violates any provision of this chapter is liable to the county for any expense, loss or damage occasioned the county by reason of such violation.~~

~~8.08.120 Violation--Remedies not exclusive.~~

~~—Nothing in this chapter shall be construed to limit or prohibit the prosecution of the owner(s), or others, for a violation hereof by criminal complaint.~~

~~8.08.130 Civil action by county.~~

~~—As an alternative to the abatement of nuisances in the manner provided in this chapter, the district attorney is authorized, pursuant to NRS 244.360(6) to bring all necessary civil actions on behalf of the county to enjoin, abate or restrain the violation of the within ordinance and to seek damages for the cost of abatement of nuisances and the recovery of expenses and costs of suit arising out of such action(s), as provided in NRS 244.360.~~

~~8.08.140 050 Violation--Penalty.~~

~~Any person who violates the provisions of this chapter shall be deemed *is* guilty of a misdemeanor and upon conviction thereof shall be subject to a fine not to exceed one thousand dollars, or by imprisonment in the county jail for a term not to exceed six months, or by both fine and imprisonment.~~

SECTION IV: Title 13 is amended as follows:

13.76.030 Compliance required generally.

~~The ordinance codified in this division shall be effective upon the date of adoption and thereafter, the further~~ *The* maintenance or use of cesspools or other local means of sewage disposal *within the service area* constitutes a public nuisance, and it shall be *is* unlawful for any person to connect to, construct, install or provide, maintain, and use any other means of sewage disposal from any dwelling place inside the service area except by connection to the public sewer in the manner set forth in this division, provided the dwelling to be connected is within two hundred feet of an existing public sewer. (Ord. 79 § 112, 1980)

13.88.020 Prohibited discharges--Designated.

~~No person shall~~ *A person may not* discharge or cause to be discharged any of the following

described waters or wastes to any public sewer:

- A. Any gasoline, benzene, naphtha, fuel oil, other flammable or explosive liquid, solid or gas;
- B. Any water or waste containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either single or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two milligrams as CN in the wastes as discharged to the public sewer;
- C. Any water or wastes having a pH lower than six or higher than nine, or having other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
- D. Solid or viscous substances in quantities of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, asphalts, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
- E. Any waters or wastes containing iron, chromium, copper, zinc, heavy metals, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage of the sewage treatment works exceeds the limits established by the engineer for such materials;
- F. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit;
- G. Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two and one hundred fifty degrees Fahrenheit;
- H. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the board;
- I. Any water or waste containing phenols or other taste-producing or odor-producing substances, in such concentrations exceeding limits which may be established by the engineer as necessary, after treatment of the composite sewage, to meet the requirements of the state, federal, or other public agencies having jurisdiction for such discharge to the receiving waters;
- J. Any radioactive wastes or isotopes of such half life or concentration as may exceed limits established by the engineer in compliance with applicable state or federal regulations;
- K. Materials ~~which~~ *that* exert or cause:
 - 1. Unusual concentrations of inert suspended solids (such as, but not limited to Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to sodium chloride and sodium sulfate),
 - 2. Excessive discoloration (such as, but not limited to dye wastes and vegetable tanning solutions,
 - 3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works,
 - 4. Unusual volume of flow or concentration of wastes constituting "slugs";
- L. Water or waste containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that

the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters. (Ord. 79 § 702, 1980)

13.88.030 Prohibited discharges--Control measures.

A. If any waters or wastes are discharged or wasted or are proposed to be discharged or wasted, to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 13.88.020 of this chapter, and which in the judgment of the engineer, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the engineer may:

1. Reject the wastes;
2. Require pretreatment to an acceptable condition for discharge to the public sewers;
3. Require control over the quantities and rates of discharge;
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Section 13.108.010 of this division.

B. If the engineer permits the pretreatment or equalization of waste flows, the design and installation of the plant and equipment shall be subject to the review and approval of the engineer, and subject to the requirements of all applicable codes, ordinances and laws.

C. *When the authorized inspector finds a public nuisance or receives a complaint alleging the existence of a nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance.* (Ord. 79 § 703, 1980)

13.112.010 Nuisance designated.

The continued habitation of any building, or continued operation of any industrial facility in violation of the provisions of this code division or any other ordinance, or any rule or regulation of the county is declared to be a public nuisance. When the authorized inspector finds a public nuisance or receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance. The county may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation. (Ord. 79 § 902, 1980)

13.112.060 Disconnection of service--Abatement of nuisance.

During the period of such disconnection, habitation of such the premises by human beings shall constitute is a public nuisance, when the authorized inspector discovers the existence of a public nuisance or receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the allegations of the complaint, the inspector must follow the procedures in chapter 8.01 to abate the nuisance. whereupon the county shall cause proceedings to be brought for the abatement of occupancy of said premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the county a reasonable attorney's fee and cost of suit rising in said action. (Ord. 79 § 904, 1980)

SECTION V: Chapter 15.20 is amended as follows:

15.20.180 Variance--Conditions.

A. Generally, variances may be issued for new construction, substantial improvements, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of this article have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section ~~15.20.040~~) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances ~~shall~~ *may* not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances ~~shall~~ *may* only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the ~~board Storey County commission~~ need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposed, but only to that elevation which the ~~board Storey County commission~~ believes will both provide relief and preserve the integrity of the local ordinance.

E. Variances ~~shall~~ *may* only be issued upon a;

1. Showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional "hardship" (as defined in Section ~~15.20.040~~) to the applicant;
3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Section ~~15.20.040~~, "public safety/ nuisance"), cause fraud or victimization (as defined in Section ~~15.20.040~~) of the public, or conflict with existing local laws or ordinances.

F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Sections 15.20.170(A) through 15.20.180(E) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

G. Upon consideration of all the factors of Section 15.20.380 and the purposes of this chapter, the ~~board Storey County commission~~ may attach such conditions to the granting of, variances as it deems necessary to further the purposes of this chapter. (Ord. 184 (part), 2003)

15.20.290 Declaration of public nuisance.

Every new structure, building, fill, excavation or development located or maintained within any area of special flood hazard after date of first FIRM in violation of this ordinance is a public nuisance per se. *When the authorized inspector finds a public nuisance or receives a complaint alleging the existence of a public nuisance that is a violation of this chapter and confirms the*

allegations of the complaint, the inspector may follow the procedures in chapter 8.01 to abate the nuisance unless there is a request for a variance under section 15.20.180 or a request by the inspector for more information under section 15.20.300. and may be abated, prevented or restrained by action of this political subdivision. (Ord. 184 (part), 2003)

15.20.300 Abatement of violation.

Within thirty days of discovery of a violation of this chapter, the floodplain administrator shall submit a report to the governing body which shall include all information available to the floodplain administrator which is pertinent to *the said* violation. Within thirty days of receipt of this report, the governing body shall either:

A. Take any necessary action to effect the abatement of such violation; or

B. Issue a variance to this ordinance in accordance with the provisions of herein; or

C. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be provided to the floodplain administrator within thirty days of such order, and he shall submit an amended report to the floodplain board within twenty days. At their next regularly scheduled public meeting, the governing body shall either order the abatement of said violation or they shall grant a variance in accordance with the provisions of herein.

D. Submit to the administrator of Federal Insurance Administration a declaration for denial of insurance, stating that the property is in violation of a cited statute or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 as amended. (Ord. 184 (part), 2003)

SECTION VI: Title 17 is amended as follows:

17.03.040 Enforcement.

It is unlawful for any person, firm or corporation, whether as a principal, agent, employee, or otherwise, to construct, build, convert, alter, erect maintain a building, structure or any use of property, equipment, or operation in violation of a provision of this title. Any violation of this title is a public nuisance and a misdemeanor offense ~~punishable by a fine of not more than one thousand dollars, or by imprisonment in the county jail for a period of not more than six months, or by both fine or imprisonment.~~ The following procedures apply to enforce the provisions of this title:

A. If a violation of this title occurs, *the authorized inspector must follow the procedures in chapter 8.01 to abate the nuisance* ~~the director may deliver to the party in violation an order to comply with the provision of this title in a time period up to thirty days from the issuance of the order to comply at the director's discretion.~~

B. The director may also refer notice of the violation to the district attorney who may commence an action to abate, remove and enjoin the violation as a public nuisance or a criminal action in the manner provided by law. A party is guilty of a separate offense for each and every day the violation of this title, or the failure to comply with any order, is committed or otherwise maintained.

C. The conviction and punishment of any person under this section will not relieve the person from the responsibilities of correcting the nuisance. (Ord. No. 12-244, § I, 12-4-2012)

~~17.03.045 Abatement of public nuisances.~~

~~— A. Upon receipt of a complaint alleging a public nuisance violation of this chapter, the director must determine the validity of the complaint. If the director determines the complaint to be valid, the director must personally deliver to the property owner, or send to the property owner by certified mail, return receipt requested, notice of the violation and notice to abate. The notice of violation and notice to abate must inform the owner of the following:~~

- ~~—— 1. Nature of the violation.~~
- ~~—— 2. The date the owner must abate the condition. If the public nuisance is not an immediate danger to public health, safety, or welfare or was caused by the criminal activity of another person, the owner has a minimum of thirty days to abate the public nuisance.~~
- ~~—— 3. That the owner has a right to request a hearing before the director.~~
- ~~—— 4. That should the owner not prevail at the hearing, the owner may appeal to the commission upon filing a notice of appeal with the commission and payment of a filing fee.~~

~~— B. A property owner who desires a hearing to challenge the violations set forth in the notice of violation must notify the director in writing prior to the date indicated on the notice to abate. The property owner will be afforded an opportunity to appear before the director and, if not satisfied with the results of the hearing, may request an appeal of the decision by filing a notice of administrative appeal with the office of the board along with the filing fee. The notice of appeal must be placed on the next available board's agenda. The board's decision is final.~~

~~— C. Should the property owner fail to comply with the terms of the notice to abate, fail to request a hearing within the time specified, fail to prevail at any requested hearing, or fail to file an appeal in the time specified, the county may abate the nuisance on the property and may recover the amount expended by the county for labor and materials used to abate the public nuisance. The expense and any civil penalties are a special assessment against the property where the nuisance is located and this special assessment may be collected as allowed by law.~~

~~— D. The board may by resolution set civil penalties to be imposed for a public nuisance violation. (Ord. No. 12-244, § I, 12-4-2012)~~

17.84.180 Nuisance Declared.

All signs not in compliance with the provisions of this chapter are declared to be nuisances and detrimental to the health, safety, economics, and general welfare of the people of this county and may be abated under the provisions of *chapter 8.01*-Section 17.03.045. (Ord. No. 12-244, § I, 12-4-2012)

Proposed on _____, 2015.

by Commissioner _____

Passed on _____, 2015.

Vote: Ayes: Commissioners _____

Nays: Commissioners _____

Absent Commissioners _____

Marshall McBride, Chair
Storey County Board of County Commissioners

Attest:

Vanessa Stephens
Clerk & Treasurer, Storey County

This ordinance will become effective on _____, 2015.



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/1/16

Estimate of time required:

Agenda: Consent [] Regular agenda [x] Public hearing required []

1. **Title:** Discussion & Possible approval of the second reading of the Gold Hill Hotel's (Robert Wilkinson) request for a Cabaret license as an addendum to the current license

2. **Recommended motion:** I motion to approve the second reading of the Cabaret license for the Gold Hill Hotel, 1540 Main St., Gold Hill, NV, as an addendum to the current license

3. **Prepared by:** Brandy Gavenda, Admin. Asst. 

Department: Storey County Sheriff's Office

Telephone: 775-847-0959

4. **Staff summary:**

5. **Supporting materials:**

6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

Department Head

Department Name: Sheriff, Gerald Antinoro



___ County Manager

Other agency review: _____

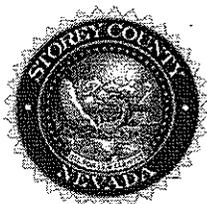
9. **Board action:**

Approved

Approved with Modifications

Denied

Continued



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 3/11/16

Estimate of time required: 0 - 5

Agenda: Consent [] Regular agenda [x] Public hearing required []

1. **Title:** Business License Second Readings -- Approval

2. **Recommended motion:** Approval

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

4. **Staff summary:** Second readings of submitted business license applications are normally approved unless, for various reasons, requested to be continued to the next meeting. A follow-up letter noting those to be continued or approved will be submitted prior to Commission Meeting. The business licenses are then printed and mailed to the new business license holder.

5. **Supporting materials:** See attached Agenda Letter

6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:** None

___ District Attorney

8. **Reviewed by:**

x Department Head

Department Name: Community Development

___ County Manager

Other agency review: _____

9. **Board action:**

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. 15

Storey County Community Development

Business Licensing

P O Box 526 • Virginia City NV 89440 • (775) 847-0966 • Fax (775) 847-0935 • buslic@storeycounty.org

To: Vanessa Stephens, Clerk's Office
Pat Whitten, County Manager

February 22, 2016
Via email

Please add the following item(s) to the **March 1, 2016**, COMMISSIONERS Agenda:

Storey County Building Department has inspected and found that the following businesses meet code requirements necessary to operate in the county:

LICENSING BOARD SECOND READINGS

- A. **MIDWEST CONSTRUCTION SERVICES, INC.** – General/ 2450 Vassar Street ~ Reno (staffing)
- B. **EBSCO INDUSTRIES, INC. dba Valley Joist** – Contractor / PO Box 1943 ~ Birmingham, AL (steel fabricator)
- C. **HUNT ELECTRIC CORPORATION** – Contractor / 7900 Chicago Avenue ~ Bloomington, MN (contr)
- D. **ENVIRONMENTAL AIR SYSTEMS, LLC** – Contractor / 521 Banner Ave ~ Greensboro, NC (hvac contr)
- E. **MARIE MORRISON** – Home Business / 308 Wagon Wheel ~ Dayton (vending machine business office)
- F. **HOUSTON SMITH CONSTRUCTION** – Contractor / 4010 Drake Way ~ Carson City (contractor)
- G. **PANASONIC PRODUCTION ENG** – Contractor / Osaka JAPAN (lithium battery assembly machine)
- H. **FUJITSU IT MGMT PARTNER** – Contractor / Osaka JAPAN (system implementation & support)
- I. **PDM STEEL SERVICE CENTERS** – Contractor / 3535 East Myrtle ~ Stockton, CA (steel whsing)
- J. **NORTHGATE EXPRESS – Transportation / 500 Ireland (petro transportation)** TRI
- K. **WESTERN PACIFIC EXPRESS – Transportation / 500 Ireland (petro transportation)** TRI

Inspection Required

ec: Chris Hood, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

Gary Hames, Fire Dept.
Patty-Blakely, Fire Dept.
Fritz Klingler, Fire Dept.

Sheriff's Office
Commissioners' Office
Assessor's Office