



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

02/18/2020 10:00 A.M.

26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

ANNE LANGER
DISTRICT ATTORNEY

JAY CARMONA
VICE-CHAIRMAN

LANCE GILMAN
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 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. Pursuant to NRS 241.020 (2)(d)(6) Items on the agenda may be taken out of order, the public body may combine two or more agenda items for consideration, and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The Commission Chair reserves the right to limit the time allotted for each individual to speak.

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

1. **CALL TO ORDER REGULAR MEETING AT 10:00 A.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **DISCUSSION/FOR POSSIBLE ACTION:**

Approval of the Agenda for February 18, 2020

4. **CONSENT AGENDA**

I For possible action, approval of claims in the amount of \$ 780,727.74

II For possible action, approval of business license first readings:

A. **Berkley MF LLC** - General / 2555 Peru ~ McCarran, NV

B. **Black Diamonds Cleaning Services**- Out-of-County / 501 El Rancho Dr. Sp. 64 ~ Sparks, NV

C. **Lakota HRM, LLC** - Out-of-County / 1611 Sonoma St. ~ Carson City, NV

D. **Maverick Printing & Forms, Inc.** - Out-of-County / 3430 Crabapple Hollow ~ Sparks, NV

E. **NTN Technical Service Corporation** - Out-of-County / Japan

F. **Presence Therapy** - Professional / 525 Plumas St. ~ Reno, NV

G. **Richard Joseph Construction, Inc.** - Contractor / 1325 Airmotive Way # 375 ~ Reno NV

H. **Silver State Excavation** - Contractor / 2587 Kelvin Rd ~ Carson City, NV

I. **Silveria Painting/Handyman** - Home Business / 361 S. E St. # A ~ Virginia City, NV

J. **Velocitel, LLC** - Contractor / 1150 First Avenue 600 ~ King of Prussia, PA

III For possible action, approval 1st reading for general business license Battle Born Personal Protection. Owner Caidyn Edlund, PO Box 177, Virginia City, NV 89440.

IV For possible action, appoint of Scott Jolcover to the Storey County Board of Equalization, pursuant to NRS 361.340 for a four-year term.

5. **DISCUSSION ONLY (No Action - No Public Comment): Committee/Staff Reports**

6. **BOARD COMMENT (No Action - No Public Comment)**

7. **DISCUSSION/FOR POSSIBLE ACTION:**

Acceptance of dedication of Non-Exclusive Easement for Use and Maintenance of Peri Ranch Road between Lockwood Community Corporation (LLC) and Storey County. This easement will enable Storey County to maintain, repair, enforce regulation, and utilize Peri Ranch Road from Canyon Way to Louise Peri Park as desired by the LCC community.

8. **DISCUSSION/FOR POSSIBLE ACTION:**

Acceptance of dedication of Non-Exclusive Access Easement for Use and Maintenance of Garbage Truck Turnaround between Lockwood Community Corporation (LCC) and Storey County. This easement will enable Storey County to construct, maintain, repair, and allow garbage truck access, egress, and turnaround on a segment of roadway owned by the LCC community.

9. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of Equipment Procurement Contract between Storey County and Aeromix Systems dba Fluence USA for treatment plant equipment for the Gold Hill Wastewater Treatment Project and authorize the Board Chairman or County Manger to sign all documents associated with said contract in the amount of \$206,750.00.

Link to document: <https://farrwestengineering-my.sharepoint.com/:b/p/alex/EUmu8AgJNAZLn9g0TnrzBCsBDdyNOMaOu0GotfBW8PiPUg?e=Fr1cLx>

10. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and possible approval of amendment to Interlocal agreement with NDOT for signal maintenance services by which NDOT will be authorized to pay for signal maintenance services incurred by Storey County.

11. **DISCUSSION/FOR POSSIBLE ACTION:**

Consideration and Possible approval of Resolution 20-565 providing for termination of the non-exclusive easement provided by the Nevada Division of State Lands (State Lands) to Storey County for maintenance of the bridge where the USA Parkway crosses the Truckee River; and providing for the execution of a quitclaim deed conveying the easement back to State Lands.

12. **DISCUSSION/FOR POSSIBLE ACTION:**

Approve and authorize the County Manager to sign a contract between Storey County and Central Nevada GIS and Cartography Services, LLC to perform charting and inventory of roads in Storey County that could meet the standard of RS2477 designation, services not to exceed \$45,000.

13. **DISCUSSION/FOR POSSIBLE ACTION:**

Confirmation of an Interim Comptroller chosen by the County Manager in accordance with appointment procedures in NRS 251.170

14. **DISCUSSION/FOR POSSIBLE ACTION:**

Review and possible approval directing the Comptroller to notify the Nevada Department of Taxation that the county will not be changing the property tax rate for Fiscal Year 2020-2021.

15. **DISCUSSION/FOR POSSIBLE ACTION:**

Special Use Permit 2020-005 request by the applicant Brad and Brenda Shell to allow for a watchman's dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman's dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property located at 580 East Sydney Drive

within the Tahoe Reno Industrial Center, McCarran area of Storey County, Nevada and having Assessor's Parcel Number 005-091-14.

16. DISCUSSION/FOR POSSIBLE ACTION:

Review and possible approval of a Memorandum of Understanding (MOU) between Comstock Mining LLC and Storey County related to Special Use Permit Amendment 2000-222-A-4, and as amended by SUP 2000-222-A-6-2018, Condition 8.5. The MOU is referenced in Condition 8.5 to document the monetary contribution to historic preservation and/or restoration project within the historic district of Storey County.

17. DISCUSSION/FOR POSSIBLE ACTION:

Approval of business license second readings:

- A. Blue Cross of Idaho Health Serv Inc.** - General / 3000 E Pine Ave. ~ Meridian, ID
- B. Day Wireless Systems** - General / 4700 SE International Way ~ Milwaukie, OR
- C. Fortis Construction Group, Inc.** - Contractor / 1705 SW Taylor St. Ste. 200 ~ Portland, OR
- D. RADCO Communications, LLC** - Contractor / 450 US Hwy 395 N. ~ Carson City, NV
- E. The Virginia City Vault LLC** - General / 145 S. C St. Ste. A ~ Virginia City, NV
- F. Virginia City Escape Room** - General / 184 S. C St. ~ Virginia City, NV
- G. Calamco** - General / 1776 W. March Lane 420 ~ Stockton, CA

18. PUBLIC COMMENT (No Action)

19. ADJOURNMENT OF ALL ACTIVE AND RECESSED BOARDS ON THE AGENDA

20. CLOSED SESSION AS THE 474 FIRE PROTECTION DISTRICT BOARD

Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with district and county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227. This meeting will commence immediately following the regular commission meeting.

21. CLOSED SESSION AS THE BOARD OF STOREY COUNTY COMMISSIONERS

Call to Order 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 Sheriff's Office Employees Association NAFPO Local 9110. This meeting will commence immediately following the regular commissioner meeting and after the closed session with the 474 Fire Protection District Board.

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 02/11/2020; Virginia City Post Office at 132 S C St, Virginia City, NV, the Storey County Courthouse located at 26 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 Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/18/2020

Estimate of time required: 0 min

Agenda: Consent Regular agenda Public hearing required

1. For possible action, approval of claims in the amount of \$780,727.74
2. **Recommended motion:** Approval of claims as submitted.
3. **Prepared by:** V Stephens

Department: Clerk/Treasurer

Telephone: 775 847-0969

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

Denied

Approved with Modifications

Continued

Agenda Item No. 4I



Check Register

Packet: APPKT01575 - 2020-01-31 AP cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
404671	PORTER GROUP LLC	01/31/2020	EFT	0.00	4,680.00	10077
405750	5 G Automotive LLC	01/31/2020	Regular	0.00	886.96	98352
404813	ACTN	01/31/2020	Regular	0.00	80.00	98353
405020	ALL COMSTOCK LLC	01/31/2020	Regular	0.00	4,000.00	98354
400481	ALLISON, MACKENZIE, LTD	01/31/2020	Regular	0.00	4,555.68	98355
403795	ALPINE LOCK INC	01/31/2020	Regular	0.00	12.00	98356
100135	ALSCO INC	01/31/2020	Regular	0.00	247.96	98357
100157	AMERICAN WATERWORKS ASSN	01/31/2020	Regular	0.00	445.00	98358
100182	APEX SAW WORKS	01/31/2020	Regular	0.00	52.97	98359
403651	ARC HEALTH AND WELLNESS	01/31/2020	Regular	0.00	1,008.78	98360
99663	AT&T MOBILITY II LLC	01/31/2020	Regular	0.00	125.95	98361
404810	BLACKPOINT LLC	01/31/2020	Regular	0.00	396.88	98362
405740	Bragg Investment Company, Inc	01/31/2020	Regular	0.00	1,166.00	98363
404634	BRANDON, RUSSELL D	01/31/2020	Regular	0.00	60.00	98364
403671	BURRELL, SCOTT LEWIS	01/31/2020	Regular	0.00	127.50	98365
100463	BUSINESS & PROFESSIONAL COLLEC	01/31/2020	Regular	0.00	380.97	98366
405748	Calkins, Lawrence G.	01/31/2020	Regular	0.00	500.00	98367
404216	CARSON VALLEY OIL CO INC	01/31/2020	Regular	0.00	1,773.12	98368
403268	CELLCO PARTNERSHIP	01/31/2020	Regular	0.00	2,956.91	98369
405235	CHARTWELL STAFFING SERV	01/31/2020	Regular	0.00	6,265.20	98370
405519	Cigna Health and Life Insurance Corr	01/31/2020	Regular	0.00	19,952.93	98371
403990	COMSTOCK CEMETERY FOUNDAT	01/31/2020	Regular	0.00	240.00	98372
99652	COMSTOCK CHRONICLE (VC)	01/31/2020	Regular	0.00	229.50	98373
405648	Dianne S. Drinkwater PC	01/31/2020	Regular	0.00	500.00	98374
404547	ELLIOTT AUTO SUPPLY INC	01/31/2020	Regular	0.00	485.90	98375
404509	FASTENAL COMPANY	01/31/2020	Regular	0.00	226.51	98376
101485	FERGUSON ENTERPRISES INC	01/31/2020	Regular	0.00	1,642.86	98377
403975	FERRELLGAS LP	01/31/2020	Regular	0.00	4,321.92	98378
405264	FIDELITY SEC LIFE INS CO	01/31/2020	Regular	0.00	244.12	98379
405746	First Tactical LLC	01/31/2020	Regular	0.00	1,385.73	98380
403082	GALLAGHER, HUGH III	01/31/2020	Regular	0.00	209.69	98381
404778	HAT, LTD	01/31/2020	Regular	0.00	2,805.05	98382
404805	HAYES + ASSOCIATES, INC	01/31/2020	Regular	0.00	61.00	98383
103218	HD SUPPLY CONST SUPPLY LT	01/31/2020	Regular	0.00	452.00	98384
403040	HENRY SCHEIN	01/31/2020	Regular	0.00	1,542.64	98385
405752	Hequet, Tom	01/31/2020	Regular	0.00	800.00	98386
403753	HOT SPOT BROADBAND INC	01/31/2020	Regular	0.00	82.50	98387
405749	HRPOA 10's	01/31/2020	Regular	0.00	100.00	98388
405462	Hunt, Jason	01/31/2020	Regular	0.00	1,000.00	98389
405454	Hunt, Jennifer J.	01/31/2020	Regular	0.00	2,500.00	98390
102564	HYDRAULIC INDUSTRIAL SERV	01/31/2020	Regular	0.00	320.49	98391
405747	International Assoc. for Property & E	01/31/2020	Regular	0.00	395.00	98392
403834	IT1 SOURCE LLC	01/31/2020	Regular	0.00	4,629.54	98393
404771	ITS MY COMMUNITY STORE	01/31/2020	Regular	0.00	30.16	98394
404583	JAMES C MCLENNAN MDPC	01/31/2020	Regular	0.00	500.00	98395
103317	JBP LLC	01/31/2020	Regular	0.00	1,650.09	98396
405263	KANSAS CITY LIFE INS CO	01/31/2020	Regular	0.00	19.22	98397
103284	KNECHT, RAQUEL	01/31/2020	Regular	0.00	74.36	98398
101040	L N CURTIS & SONS	01/31/2020	Regular	0.00	1,640.60	98399
404102	LIQUID BLUE EVENTS LLC	01/31/2020	Regular	0.00	2,300.00	98400
404363	MA LABORATORIES INC	01/31/2020	Regular	0.00	1,128.69	98401
405077	MACKAY MANSION	01/31/2020	Regular	0.00	13.00	98402
405613	Midtgard, Denise Jean	01/31/2020	Regular	0.00	686.55	98403
403426	MUNICIPAL CODE CORP	01/31/2020	Regular	0.00	3,807.93	98404

Check Register

Packet: APPKT01575-2020-01-31 AP cw

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
404374	NATIONAL SHERIFF'S ASSOC	01/31/2020	Regular	0.00	65.00	98405
101225	NEV DIV OF FORESTRY	01/31/2020	Regular	0.00	2,555.58	98406
101265	NEV EMPLOYMENT SECURITY	01/31/2020	Regular	0.00	7,912.34	98407
403922	NEVADA ORGANIZATION OF BU	01/31/2020	Regular	0.00	150.00	98408
404194	NEVADA RUBBER STAMP CO IN	01/31/2020	Regular	0.00	125.00	98409
101250	NEVADA SHERIFF & CHIEFS A	01/31/2020	Regular	0.00	500.00	98410
404163	NORTON CONSULTING LLC	01/31/2020	Regular	0.00	660.00	98411
102782	OFFICE DEPOT INC	01/31/2020	Regular	0.00	56.30	98412
103220	ON THE SIDE GRAPHICS & SIGNS, LL	01/31/2020	Regular	0.00	300.00	98413
405127	O'REILLY AUTO ENTERPRISES LLC	01/31/2020	Regular	0.00	788.78	98414
404556	OUTFRONT MEDIA LLC	01/31/2020	Regular	0.00	655.97	98415
405592	Outside Television, Inc.	01/31/2020	Regular	0.00	350.00	98416
103486	PAPE MACHINERY	01/31/2020	Regular	0.00	25,086.57	98417
403895	PETRINI, ANGELO D	01/31/2020	Regular	0.00	45.50	98418
101417	POST NEV	01/31/2020	Regular	0.00	1,000.00	98419
403329	PROTECTION DEVICES INC	01/31/2020	Regular	0.00	2,487.01	98420
103306	PURCHASE POWER	01/31/2020	Regular	0.00	1,900.00	98421
103307	RECORDERS ASSOC OF NEV	01/31/2020	Regular	0.00	50.00	98422
103273	REMSA EDUCATION DEPT	01/31/2020	Regular	0.00	136.00	98423
405095	ROBERTS, BOBBI JEAN	01/31/2020	Regular	0.00	415.76	98424
10026	RUPPCO INC	01/31/2020	Regular	0.00	115.17	98425
101210	SBC GLOBAL SERVICES INC	01/31/2020	Regular	0.00	349.09	98426
405081	SHERMARK DISTRIBUTORS INC	01/31/2020	Regular	0.00	312.00	98427
101630	SIERRA PACIFIC POWER CO	01/31/2020	Regular	0.00	13,669.38	98428
	Void	01/31/2020	Regular	0.00	0.00	98429
403480	SLICK INDUSTRIES LLC DBA	01/31/2020	Regular	0.00	125.00	98430
403384	SMITHS FOOD & DRUG CENTER	01/31/2020	Regular	0.00	54.51	98431
404638	SOLENIS, LLC	01/31/2020	Regular	0.00	2,007.11	98432
404195	SOUTHERN GLAZERS WINE & S	01/31/2020	Regular	0.00	1,238.10	98433
403234	SPALLONE, DOMINIC J III	01/31/2020	Regular	0.00	126.20	98434
400960	SPELTZ, JASON	01/31/2020	Regular	0.00	12.88	98435
402848	STAFFORD, MARK	01/31/2020	Regular	0.00	9,134.50	98436
404487	STANARD & ASSOC INC	01/31/2020	Regular	0.00	150.00	98437
404871	STAR2STAR COMMUNICATIONS, LLC	01/31/2020	Regular	0.00	2,415.94	98438
403892	SUN PEAK ENTERPRISES	01/31/2020	Regular	0.00	284.00	98439
404892	SUNBELT PUBLICATIONS, INC	01/31/2020	Regular	0.00	282.70	98440
405114	TAX MANAGEMENT ASSC INC	01/31/2020	Regular	0.00	29,600.00	98441
404818	TEST NOTICE LLC	01/31/2020	Regular	0.00	345.00	98442
405185	THATCHER COMPANY	01/31/2020	Regular	0.00	1,363.17	98443
404615	THE ANTOS AGENCY	01/31/2020	Regular	0.00	1,082.14	98444
404473	The DUBE' GROUP INC	01/31/2020	Regular	0.00	4,255.00	98445
405631	Trench Plate Rental Co.	01/31/2020	Regular	0.00	1,416.00	98446
405143	UNITED STATES GEOLOGICAL	01/31/2020	Regular	0.00	11,233.33	98447
405735	VC Tours LLC	01/31/2020	Regular	0.00	87.00	98448
101890	WASHOE CO CORONER	01/31/2020	Regular	0.00	950.00	98449
103080	WATERS SEPTIC TANK SV DBA	01/31/2020	Regular	0.00	740.00	98450
103237	WESTERN ENVIRONMENTAL LAB	01/31/2020	Regular	0.00	50.96	98451
101920	WESTERN NEVADA SUPPLY CO	01/31/2020	Regular	0.00	134.11	98452

Check Register

Vendor Number 404295	Vendor Name WELLS ONE COMMERCIAL CARD	Payment Date 01/31/2020	Payment Type Bank Draft	Discount Amount 0.00	Payment Amount 27,740.91	Number DFT0000448
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Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	171	100	0.00	207,792.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	18	1	0.00	27,740.91
EFT's	1	1	0.00	4,680.00
	190	103	0.00	240,213.87

Approved by the Storey County Board of Commissioners:

_____	_____	_____
Chairman	Commissioner	Commissioner
_____	_____	_____
Comptroller		Date
_____	_____	_____
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	1/2020	240,213.87
			<u>240,213.87</u>



Check Register

Packet: APPKT01580 - 2020-02-07 PR Payments cw

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
300007	USAA 529 College Savings Plans	02/05/2020	EFT	0.00	50.00	
405456	Public Employees Retirement	02/05/2020	EFT	0.00	118,618.67	
300003	AFLAC	02/07/2020	Regular	0.00	1,190.40	98453
300008	AFSCME Union	02/07/2020	Regular	0.00	608.32	98454
405519	Cigna Health and Life Insurance Corr	02/07/2020	Regular	0.00	68,062.16	98455
	Void	02/07/2020	Regular	0.00	0.00	98456
	Void	02/07/2020	Regular	0.00	0.00	98457
300001	Colonial Life & Accident	02/07/2020	Regular	0.00	103.38	98458
404704	DVM INSURANCE AGENCY	02/07/2020	Regular	0.00	66.94	98459
405264	FIDELITY SEC LIFE INS CO	02/07/2020	Regular	0.00	1,362.99	98460
405263	KANSAS CITY LIFE INS CO	02/07/2020	Regular	0.00	730.71	98461
300011	Nevada State Treasurer	02/07/2020	Regular	0.00	4.00	98462
103233	PUBLIC EMPLY RETIREMENT SYSTEM	02/07/2020	Regular	0.00	46.66	98463
300010	State Collection & Disbursement Un	02/07/2020	Regular	0.00	197.70	98464
300006	Storey Co Fire Fighters Assoc	02/07/2020	Regular	0.00	1,250.00	98465
404639	VOYA RETIREMENT INS	02/07/2020	Regular	0.00	8,662.50	98466
300005	Washington National Ins	02/07/2020	Regular	0.00	518.99	98467
300002	Western Insurance Specialties	02/07/2020	Regular	0.00	345.71	98468

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	31	14	0.00	83,150.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	118,668.67
	37	18	0.00	201,819.13

Approved by the Storey County Board of Commissioners:

_____	_____	_____
Chairman	Commissioner	Commissioner
_____	_____	_____
Comptroller		Date
_____	_____	_____
Treasurer		Date

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Account	2/2020	201,819.13
			<u>201,819.13</u>



Payroll Check Register

Report Summary

Pay Period: 1/20/2020-2/2/2020

Packet: PRPKT00635 - 2020-02-07 PR cw
Payroll Set: Storey County - 01

Type	Count	Amount
Regular Checks	3	4,278.25
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	3	0.00
Direct Deposits	154	323,295.42
Total	160	327,573.67

Approved by the Storey County Board of Commissioners:

_____	_____	_____
Chairman	Commissioner	Commissioner
_____	_____	_____
Comptroller		Date
_____	_____	_____
Treasurer		Date



Vendor History Report

By Vendor Name
 Posting Date Range -
 Payment Date Range 02/07/2020 - 02/07/2020

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
405424	Optum Bank, Member FDIC													
INV0009353	HSA Contributions	0.00	0.00	2/7/2020	001-29506-000	DFT0000450	2/7/2020		11,121.07	0.00	0.00	0.00	11,121.07	11,121.07
					020-29506-000		Insurances			8,431.05				
					090-29506-000		Rds-Ins			290.00				
					130-29506-000		Wtr-Ins			59.38				
					230-29506-000		Swr-Ins			10.64				
					231-29506-000		VCTC-Ins			345.00				
					250-29506-000		Pipers-Ins			70.00				
							Fire-Ins			1,915.00				
Vendors: (1)									11,121.07	0.00	0.00	0.00	11,121.07	11,121.07
Total 01 - Storey County Vendors:									11,121.07	0.00	0.00	0.00	11,121.07	11,121.07
Vendors: (1)									11,121.07	0.00	0.00	0.00	11,121.07	11,121.07
Report Total:									11,121.07	0.00	0.00	0.00	11,121.07	11,121.07



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02-18-2020

Estimate of time required: 0 - 5

Agenda: Consent Regular agenda Public hearing required

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

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:** Ashley Mead

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 Commissioner's meeting for approval.

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

6. **Fiscal impact:**

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

Department Head

County Manager

Department Name: Community Development

Other agency review: _____

9. **Board action:**

Approved
 Denied

Approved with Modifications
 Continued

Agenda Item No. 4 II

Storey County Community Development

110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440



(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

February 10, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **February 18, 2020**

COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. Berkley MF LLC - General / 2555 Peru ~ McCarran, NV**
- B. Black Diamonds Cleaning Services- Out-of-County / 501 El Rancho Dr. Sp. 64 ~ Sparks, NV**
- C. Lakota HRM, LLC – Out-of-County / 1611 Sonoma St. ~ Carson City, NV**
- D. Maverick Printing & Forms, Inc. – Out-of-County / 3430 Crabapple Hollow ~ Sparks, NV**
- E. NTN Technical Service Corporation – Out-of-County / Japan**
- F. Presence Therapy – Professional / 525 Plumas St. ~ Reno, NV**
- G. Richard Joseph Construction, Inc. – Contractor / 1325 Airmotive Way # 375 ~ Reno NV**
- H. Silver State Excavation – Contractor / 2587 Kelvin Rd ~ Carson City, NV**
- I. Silveria Painting/Handyman – Home Business / 361 S. E St. # A ~ Virginia City, NV**
- J. Velocitel, LLC – Contractor / 1150 First Avenue 600 ~ King of Prussia, PA**

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 2/18/20

Estimate of time required:

Agenda: Consent Regular agenda Public hearing required

1. **Title:** Approval of 1st reading for general business license Battle Born Personal Protection. Owner Caidyn Edlund, PO Box 177, Virginia City NV 89440.

2. **Recommended motion:** I motion to approve the 1st reading for general business license Battle Born Personal Protection. Owner Caidyn Edlund, PO Box 177, Virginia City NV 89440.

3. **Prepared by:** Brandy Gavenda, Administrative Assistant

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:** 1st reading for general business license Battle Born Personal Protection. Owner Caidyn Edlund, PO Box 177, Virginia City NV 89440.

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

6. **Fiscal impact:** None

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

Department Head

Department Name: Gerald Antinoro

___ County Manager

Other agency review: _____

9. **Board action:**

Approved

Approved with Modifications

Denied

Continued



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

February 3, 2020

To: Vanessa Stephens, Clerk's Office
Austin Osborne, County Manager

Fr: Brandy Gavenda

Please add the following item(s) to the February 18, 2020 Commissioners Consent Agenda:

LICENSE BOARD

First Reading:

1. General Business License – Caidyn Edlund applicant – Battle Born Personal Protection Training. PO Box 177, Virginia City, NV 89440

**PO Box 498
205 South C Street
Virginia City, NV 89440
Office: (775) 847-0959 Fax: (775) 847-0924**



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 18, 2020

Estimate of time required: 5 min.

Agenda: Consent Regular agenda Public hearing required

1. **Title:** For possible action, approval of appointment of Scott Jolcover the Storey County Board of Equalization, pursuant to NRS 361.340 for a four year term.

2. **Recommended motion:** Approval as part of the consent agenda.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 847-0969

4. **Staff summary:** The appointment is needed to due to former member Laura Kekule moving from the area. This Board meets once a year to hear appeals filed by property owners in Storey County.

5. **Supporting materials:** NRS 361.340

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

(VS) Department Head

Department Name: Clerk & Treasurer

_____ County Manager

Other agency review: _____

9. **Board action:**

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. 4 IV

NRS 361.340 County boards of equalization: Membership; additional panels; clerk; compensation; compliance with regulations; meetings; procedural requirements; attendance of district attorney and assessor.

1. Except as otherwise provided in subsection 2, the board of equalization of each county consists of:
 - (a) Five members, only two of whom may be elected public officers, in counties having a population of 15,000 or more; and
 - (b) Three members, only one of whom may be an elected public officer, in counties having a population of less than 15,000.
 2. The board of county commissioners may by resolution provide for an additional panel of like composition to be added to the board of equalization to serve for a designated fiscal year. The board of county commissioners may also appoint alternate members to either panel.
 3. A district attorney, county treasurer or county assessor or any of their deputies or employees may not be appointed to the county board of equalization.
 4. The chair of the board of county commissioners shall nominate persons to serve on the county board of equalization who are sufficiently experienced in business generally to be able to bring knowledge and sound judgment to the deliberations of the board or who are elected public officers. The nominees must be appointed upon a majority vote of the board of county commissioners. The chair of the board of county commissioners shall designate one of the appointees to serve as chair of the county board of equalization.
 5. Except as otherwise provided in this subsection, the term of each member is 4 years and any vacancy must be filled by appointment for the unexpired term. The term of any elected public officer expires upon the expiration of the term of his or her elected office.
 6. The county clerk or his or her designated deputy is the clerk of each panel of the county board of equalization.
 7. Any member of the county board of equalization may be removed by the board of county commissioners if, in its opinion, the member is guilty of malfeasance in office or neglect of duty.
 8. The members of the county board of equalization are entitled to receive per diem allowance and travel expenses as provided for state officers and employees. The board of county commissioners of any county may by resolution provide for compensation to members of the board of equalization in its county who are not elected public officers as it deems adequate for time actually spent on the work of the board of equalization. In no event may the rate of compensation established by a board of county commissioners exceed \$125 per day.
 9. A majority of the members of the county board of equalization constitutes a quorum, and a majority of the board determines the action of the board.
 10. A county board of equalization shall comply with any applicable regulation adopted by the Nevada Tax Commission.
 11. The county board of equalization of each county shall hold such number of meetings as may be necessary to care for the business of equalization presented to it. Every appeal to the county board of equalization must be filed not later than January 15. If January 15 falls on a Saturday, Sunday or legal holiday, the appeal may be filed on the next business day. Each county board shall cause to be published, in a newspaper of general circulation published in that county, a schedule of dates, times and places of the board meetings at least 5 days before the first meeting. The county board of equalization shall conclude the business of equalization on or before the last day of February of each year except as to matters remanded by the State Board of Equalization. The State Board of Equalization may establish procedures for the county boards, including setting the period for hearing appeals and for setting aside time to allow the county board to review and make final determinations. The district attorney or his or her deputy shall be present at all meetings of the county board of equalization to explain the law and the board's authority.
 12. The county assessor or his or her deputy shall attend all meetings of each panel of the county board of equalization.
- [Part 18:344:1953; A 1954, 29] + [21:344:1953] — (NRS A 1957, 85; 1959, 265; 1965, 1248; 1969, 333; 1975, 1663; 1977, 1049; 1979, 1, 538; 1981, 795, 1951, 1952; 1983, 5, 1613, 1901; 1989, 1920; 1991, 2107; 1993, 92; 1997, 1575; 2001, 1984; 2003, 2763; 2005, 490, 549; 2011, 1874)



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/18/20

Estimate of time required: 15 min.

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

1. **Title: Discussion/Possible Action:** Acceptance of dedication of Non-Exclusive Easement For Use and Maintenance of Peri Ranch Road between Lockwood Community Corporation (LCC) and Storey County. This easement will enable Storey County to maintain, repair, enforce regulation, and utilize Peri Ranch Road from Canyon Way to Louise Peri Park as desired by the LCC community.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] move to approve acceptance of dedication of Non-Exclusive Easement For Use and Maintenance of Peri Ranch Road between Lockwood Community Corporation (LCC) and Storey County. This easement enables Storey County to maintain, repair, enforce regulation, and utilize Peri Ranch Road from Canyon Way to Louise Peri Park as desired by the LCC community.

3. **Prepared by:** Austin Osborne

4. **Department:** County Manager's office

Telephone: 775.847.0968

4. **Staff summary:** The LCC community requested Storey County to pave and maintain said segment of Peri Ranch Road through the LCC. This road segment is located on LCC-owned property, and the county is not legally allowed to maintain it. This easement will resolve this matter. Because paving was recently completed by the LCC in 2019 on this road segment, Storey County will budget for and reimburse the LCC for their costs. Storey County will then maintain, pave, and enforce county and easement regulations (e.g., 10 MPH; 10,000 lb. vehicle weight; etc.) on the road segment henceforth.

6. **Supporting materials:** Grant of Easement

7. **Fiscal impact:** None on local government.

Funds Available:

Fund:

___ Comptroller

8. **Legal review required:**

___ District Attorney

9. **Reviewed by:**

___ Department Head

Department Name: Planning

___@___ County Manager

Other agency review: _____

10. **Board action:**

Approved
 Denied

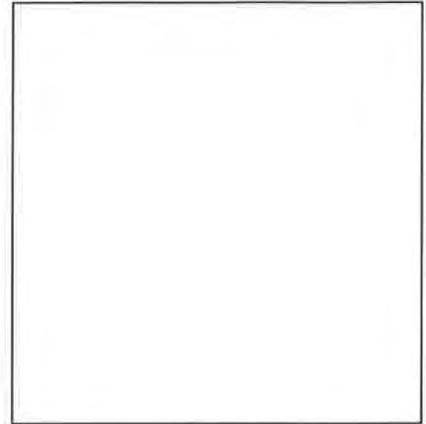
Approved with Modifications
 Continued

APN: 004-141-03; 004-121-37

Return recorded document to:

Storey County Commissioners Office
P.O. Box 176
Virginia City, NV 89440

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)



NON-EXCLUSIVE EASEMENT FOR USE AND MAINTENANCE OF PERI RANCH ROAD

This Non-Exclusive Easement For Use and Maintenance of Peri Ranch Road (“Agreement”) is made and entered into this __ day of _____, 2020 between LOCKWOOD COMMUNITY CORPORATION, a Nevada non-profit cooperative corporation (“GRANTOR”), and the Board of County Commissioners of Storey County, a political subdivision of the State of Nevada, (“GRANTEE”). This Agreement shall become effective upon the recording of the same in the Official Records of Storey County, State of Nevada (“Effective Date”).

RECITALS:

A. GRANTOR is the owner of certain real property located in the unincorporated area of Lockwood, Storey County, Nevada, commonly known as the Lockwood Community Corporation located upon Storey County Assessor’s Parcel Nos. 004-141-03 and 004-121-37 (“Grantor’s Property”). A legal description of Grantor’s Property is attached hereto as Exhibit “A”.

B. A.G.E. Corporation, Inc., previously caused to be recorded in favor of GRANTEE, a “Easement of Limited Use Road Easement” for Peri Ranch Road across a portion of Grantor’s Property, as set forth in Document No. 081374, Book 118, Pages 398-402, recorded November 18, 1997 in the Official Records of Storey County, Nevada. The foregoing Easement of Limited Use Road Easement was amended and corrected pursuant to Document No. 081935, recorded in the Official Records of Storey County on March 5, 1998, and further amended and corrected pursuant to Document No. 082178, recorded April 21, 1998 in the Official Records of Storey County, Nevada. The existence of this dedication was lost pursuant to a Final Order of Forfeiture entered in CASE No. CR-N-95-049-HDM on March 9, 2001 in the United States District Court for the District of Nevada. GRANTEE has requested that GRANTOR dedicate to GRANTEE a non-exclusive easement for use, maintenance and partial control of Peri Ranch Road, Said dedication will insure the continued availability of the Louise Peri Park as a public park and recreation area as required by the terms of that quitclaim deed from the United States of America to Storey County dated October 26, 1981 and recorded in the records of the Storey County Recorder’s Office as file No. 50679

C. GRANTOR and GRANTEE desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the use, maintenance, and control, of that portion of Grantor's Property known as Peri Ranch Road.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR and GRANTEE (collectively referred to as the "Parties") hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Grant of Easement.** GRANTOR hereby grants and conveys unto GRANTEE, a non-exclusive easement for use as a limited and restricted public road, that portion of Grantor's Property being twenty-five feet (25') in width commencing at Canyon Way at Long Valley Creek and lying 12.5 feet on each side of the centerline of the road known as Peri Ranch Road ("Easement Area"), provided GRANTEE uses, maintains and controls the Easement Area in accord with the terms, covenants, conditions, limitations, and purposes set forth herein. A schematic plan of the Easement Area is depicted on Exhibit "B" attached hereto and a complete legal description of the Easement Area for Peri Ranch Road is attached hereto as Exhibit "C".

3. **Purpose of Easement.** The purpose of this Agreement is to provide for limited public access to and from the Hillside School and Louise Peri Park, and to permit and require GRANTEE and its successors and assigns, through itself, its agents, contractors, consultants and employees, to enter upon the Easement Area and, subject to the availability of funds appropriated for the following purposes by the Board of County Commissioners of Storey County to perform construction, grading, stabilization, restoration, upkeep, improvement, repairs, monitoring, traffic control and speed-limit enforcement activities within the Easement Area. Such activities and others of a similar nature shall be collectively referred to herein as "maintenance", "maintain" or "maintaining" as the context requires.

4. **Signage and Enforcement of Weight and Speed Limits.** GRANTEE agrees to adopt and restrict the Easement Area so that no vehicles weighing in excess of 10,000 pounds or 5-ton gross weight excepting garbage trucks, school busses, snow plows and road maintenance equipment, fire and emergency response apparatus, and other vehicles mutually agreed to by the parties shall be permitted to use or enter upon the Easement Area, GRANTEE agrees to adopt and post these weight limitations on signage installed at reasonable intervals along the course of the Easement Area and to enforce these weight limitations through issuance of vehicle operator citations at all reasonable times. GRANTEE also agrees to restrict the vehicle speed limit on the Easement Area to no more than fifteen (15) miles per hour. GRANTEE agrees to post this speed limit on signage installed at reasonable intervals along the course of the Easement Area and to enforce this speed limit within the Easement Area through issuance of vehicle operator citations at all reasonable times.

5. **Maintenance of Easement Area.** In the event use, wear and tear, the passage of time, weather, climate, or other meteorological conditions erodes, undermines or otherwise degrades the stability or surface conditions of the Easement Area, GRANTEE will be solely responsible, within the limits of appropriated funds, for maintaining the Easement Area as necessary to keep the Easement Area stable, well maintained, graded, and properly surfaced for vehicular traffic. GRANTEE has the responsibility and obligation to come upon the Easement Area to perform regular maintenance including grading, resurfacing and paving of Peri Ranch Road, within the dedicated area, and to keep the same in a reasonable and safe condition.

6. **Right of Reentry.** GRANTEE's failure to maintain the Easement Area as set forth herein, and or GRANTEE's failure to monitor and enforce the vehicle weight and or speed limit set forth herein, or GRANTEE'S failure to comply with or perform any other obligation, whether expressed or implied by this Agreement, shall constitute an event of Default by GRANTEE. In the event of GRANTEE's Default, GRANTOR shall have the right to cancel, revoke and terminate this Easement and reclaim title to the Easement Area; provided however, GRANTOR shall first provide written notice to GRANTEE via certified mail return receipt requested, of its intent to terminate and revoke this Easement and the facts constituting GRANTEE's Default. GRANTEE shall have fifteen (15) days from delivery of GRANTOR's notice to respond in writing to GRANTOR setting forth the actions to be taken and time required to remedy GRANTEE's Default. Remedies may include but shall not be limited to: maintaining, grading, clearing, resurfacing, and repaving of the Easement Area and or installation of traffic control measures along the course of the Easement Area, including but not limited to speed monitoring devices, cameras or speed bumps. In no event shall the time specified to cure GRANTEE's Default be greater than thirty (30) days. In the event GRANTEE fails to cure its Default within the initial time specified or any enlarged period of time approved in writing by GRANTOR, GRANTOR may cause to be recorded a Rescission, Release and Termination of this Easement. From and after recording of such document, all interest in and to the Easement Area and the improvements located thereon shall revert to GRANTOR or its successors and assigns, as fully and completely as if this Easement had never been executed. Thereafter, GRANTOR may prohibit public use of the Easement Area through installation of fences, barriers, gates, or other means.

7. **Non-Exclusive Easement; Rights of GRANTOR.** The Easement granted herein is non-exclusive and GRANTOR reserves unto itself, its members, agents, employees, managers, successors in interest and assigns, the right to use, pass and repass over and upon the Easement Area as GRANTOR may determine in its reasonable discretion.

8. **Term; Termination of Easement.** This Easement shall become effective upon the Effective Date and shall continue in perpetuity unless earlier terminated and revoked by GRANTOR upon GRANTEE's Default and GRANTOR's exercise of its right of termination. Upon termination of this Easement, GRANTEE agrees to execute in recordable form all documents requested by GRANTOR to remove the cloud, encumbrance, and effect of this Easement from title to Grantor's Property, including the Easement Area.

9. Compliance with Applicable Law; Permits and Approvals. GRANTEE, its successors, assigns, contractors and subcontractors, shall comply with all applicable federal, state, and local ordinances relating to the maintenance, repair, restoration, grading, resurfacing, paving, and monitoring of the Easement Area, all at its sole cost and expense without obligation of GRANTOR.

10. Construction, Maintenance and Repair. GRANTOR shall have no responsibility for the maintenance (as defined herein above) of any portion of the Easement Area or any improvements made thereon by GRANTEE. All work within the Easement Area shall be performed by licensed, bonded, and insured contractors under the direction of GRANTEE.

11. Payment for Damages. GRANTEE shall be responsible for any damage to personal property or improvements suffered by GRANTOR by reason of any activities undertaken by GRANTEE, its officers, employees or agents, with respect to the Easement Area, including but not limited to any maintenance thereof. Reimbursement and/or repairs shall be required to be made within fourteen (14) days of GRANTOR notifying GRANTEE of any damage. Prior to the commencement of any repairs, GRANTEE shall provide a description of the work proposed to be performed to correct the damage and shall not proceed without approval by GRANTOR, such approval not to be unreasonably withheld. GRANTEE will promptly restore or replace any and all tangible personal property owned by GRANTOR and all landscaping improvements, including plantings and landscape irrigation improvements, if any, located within the Easement Area if the same are damaged for any reason as a result of GRANTEE's activities on the Easement Area. GRANTEE shall have no responsibility for replacing any native vegetation removed by GRANTEE as necessary for the maintenance of the Easement Area or any improvements thereto.

12. Incorporation of Exhibits. All Exhibits referenced herein and attached hereto are incorporated by reference as if set forth in full.

13. Amendment. This Agreement may be modified or amended only upon the mutual consent of GRANTOR and GRANTEE, or their respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Office of the Recorder of Storey County, Nevada.

14. Successors-in-Interest and Assigns. This Agreement shall be binding upon the successors-in-interest and assigns of the Parties and shall run with title to the Easement Area as the dominate estate and Grantor's Property as the servient estate.

15. Enforcement, Attorneys' Fees, and Notices. GRANTOR and GRANTEE shall be entitled to enforce the provisions of this Agreement with all remedies at law or in equity. Should GRANTOR or GRANTEE employ an attorney or attorneys to enforce any of the terms or conditions hereof, or to protect any right, title, or interest created or evidenced hereby, the non-prevailing party in any action pursued in courts of competent jurisdiction shall pay to the prevailing party all reasonable costs, damages, and expenses, including attorneys' fees, expended or incurred by the prevailing party. All notices or communications between the parties shall be addressed to the parties at the following addresses:

If to GRANTOR:

Lockwood Community Corporation
c/o Western Nevada Management, Inc.
Attn: Sue King
255 W. Peckham Lane, Suite 2
Reno, NV 89509

With a copy to:

Gayle A. Kern, Esq.
LEACH KERN GRUCHOW ANDERSON SONG
5421 Kietzke Lane, Ste. 200
Reno, NV 89511

If to GRANTEE:

Board of County Commissioners of Storey County
Storey County Commissioners Office
P.O. Box 176
Virginia City, NV 89440

With a copy to:

Keith Loomis, Chief Deputy District Attorney
Storey County
P.O. Box 496
Virginia City, NV 89440

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written and shall become effective upon recording of the same in the Office of the Recorder of Storey County, State of Nevada.

GRANTOR	GRANTEE
LOCKWOOD COMMUNITY CORPORATION By: _____ Print name: _____ Title: _____	Board of County Commissioners of Storey County, a political subdivision of the State of Nevada By: _____ Print name: _____ Title: _____

Notary validations on next page

STATE OF NEVADA)

ss

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020 by Tom Minkler, President of the Board of Directors of Lockwood Community Corporation, a Nevada non-profit cooperative corporation.

Notary Public

STATE OF NEVADA)

ss

COUNTY OF STOREY)

This instrument was acknowledged before me on the ____ day of _____, 2020, by Marshall McBride, who acknowledged he executed the same on as Chairmen of the Board of County Commissioners of Storey County, a political subdivision of the State of Nevada.

Notary Public

EXHIBIT "A"

Grantor's Property

The land referred to herein is situated in the State of Nevada, County of Storey, described as follows:

PARCEL ONE:

Parcel A as shown on the Parcel Map for the United States of America filed for record in the office of the Storey County Recorder on October 24, 2002 as Document No. 92764, Official Records of Storey County, State of Nevada.

APN: A portion of APN: 004-121-07

PARCEL TWO:

Parcels B and C, as shown on the Parcel Map for Henry Bland, being a portion of the Northeast 1/4 of the Northeast 1/4, of Section 20 and a portion of the North 1/2 of the Northwest 1/4 of Section 21, Township 19 North, Range 21 East, M.D.B.&M., filed in the office of the County Recorder of Storey County, State of Nevada, on March 16, 1983, under File No. 52574.

EXCEPTING THEREFROM all uranium, thorium and other fissionable materials, as reserved by the United States of America in Patent recorded March 8, 1951, in Book 63 of Deed Records, Page 187, Records of Storey County, State of Nevada, under Document No. 19911;

TOGETHER WITH an easement for a well and water pipeline as described in the agreement made between Joseph Conforte and Joseph and James Peri, recorded June 25, 1974, in Book 27 of Miscellaneous Records at page 45, under Document No. 37315, and amended by addendum recorded August 15, 1980, in Book 24 of Official Records, at Page 184, under Document No. 47452, records of Storey County, State of Nevada.

APN 004-141-03

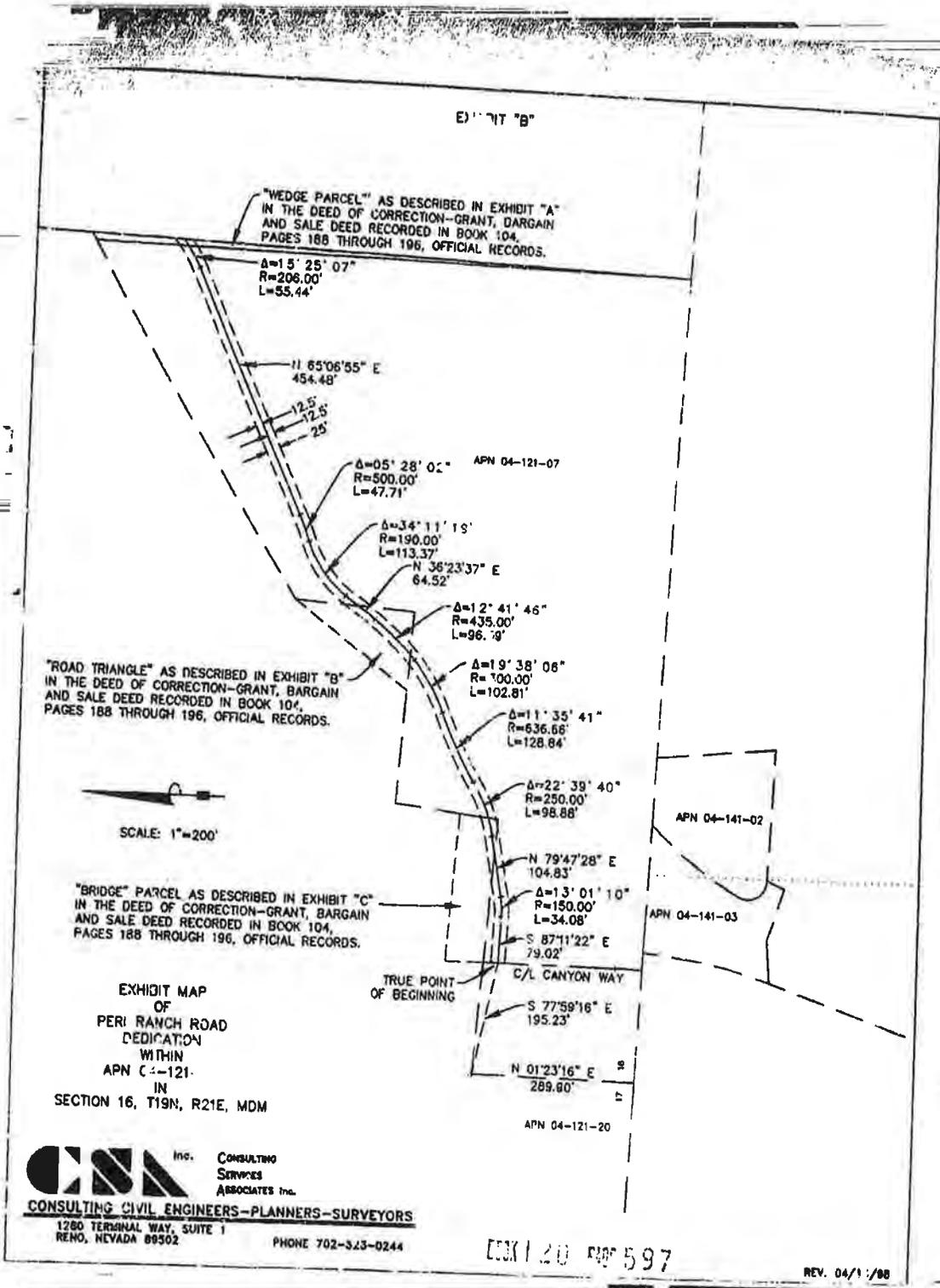


EXHIBIT "C"

Legal Description of Easement Area (Peri Ranch Road)

A strip of land 25 feet in width, being in the south half of the southwest quarter of Section 16, Township 19 North, Range 21 East, Mount Diablo Meridian, in Storey County, Nevada, and lying 12.5 feet on each side of the following described centerline:

COMMENCING at the southwest corner of said Section 16 as shown on that certain Record of Survey map filed for record January 8, 1996 as File No. 77077 in the office of the Recorder of said county, thence along the westerly line of APN 04-121-07 as shown on said map, North $01^{\circ} 23' 16''$ East 289.90 feet to an angle point in said westerly line; thence leaving said westerly line South $77^{\circ} 59' 16''$ East 195.23 feet to the TRUE POINT OF BEGINNING; thence South $87^{\circ} 11' 22''$ East 79.02 feet; thence easterly 34.08 feet along a curve concave northerly having a radius of 150.00 feet, through a central angle of $13^{\circ} 01' 10''$; thence North $79^{\circ} 47' 28''$ East 104.83 feet; thence easterly 98.88 feet along a curve concave northerly having a radius of 250.00 feet, through a central angle of $22.39' 40''$; thence 128.84 feet along a reverse curve having a radius of 636.66 feet, through a central angle of $11^{\circ} 35' 41''$; thence 102.81 feet along a reverse curve having a radius of 300.00 feet, through a central angle of $19^{\circ} 38' 06''$; thence 96.39 feet along a compound curve having a radius of 435.00 feet, through a central angle of $12^{\circ} 41' 46''$; thence North $36^{\circ} 23' 37''$ East 64.52 feet; thence northeasterly 113.37 feet along a curve concave southeasterly having a radius of 190.00 feet, through a central angle of $34^{\circ} 11' 19''$; thence 47.71 feet along a reverse curve having a radius of 500.00 feet, through a central angle of $03^{\circ} 28' 02''$; thence North $65^{\circ} 06' 55''$ East 454.48 feet; thence northeasterly 55.44 feet along a curve concave northwesterly having a radius of 206.00 feet, through a central angle of $15^{\circ} 25' 07''$ to the easterly line of the "Wedge Parcel" as described and shown as Exhibits "A" and "A-1" in the Deed of Correction - Grant, Bargain and Sale Deed, recorded March 30, 1995 in Book 104, pages 188 through 196, Official Records of said county and to the end of the herein described strip of land.

Eldon C. Jacobsen, R.L.S. 6631





Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/18/20

Estimate of time required: 15 min.

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

1. **Title: Discussion/Possible Action:** Acceptance of dedication of Non-Exclusive Access Easement for Use and Maintenance of Garbage Truck Turnaround between Lockwood Community Corporation (LCC) and Storey County. This easement will enable Storey County to construct, maintain, repair, and allow garbage truck access, egress, and turnaround on a segment of roadway owned by the LCC community.

2. **Recommended motion:** In accordance with the recommendation by staff, I [commissioner] motion to approve acceptance of dedication of Non-Exclusive Access Easement for Use and Maintenance of Garbage Truck Turnaround between Lockwood Community Corporation (LCC) and Storey County. This easement will enable Storey County to construct, maintain, repair, and allow garbage truck access, egress, and turnaround on a segment of roadway owned by the LCC community.

2. **Prepared by:** Austin Osborne

4. **Department:** County Manager

Telephone: 775.847.0968

5. **Staff summary:** The 2019 solid waste collection franchise agreement between Storey County and Waste Management provides that Waste Management will collect residential curbside waste on Canyon Way east (first bench road) within the LCC if a proper turnaround is developed at the end of the road for its trucks. Storey County agreed to develop this turnaround at county cost. An easement is required on a portion of the turnaround area because it is located on property privately owned by the LCC. This easement will allow the county to commence construction and maintain the truck turnaround.

6. **Supporting materials:** Easement and Easement Illustration.

7. **Fiscal impact:** None on local government.

Funds Available:

Fund:

___ Comptroller

8. **Legal review required:**

___yes___ District Attorney

9. **Reviewed by:**

___ Department Head

___ Department Name: Planning

___@___ County Manager

___ Other agency review: _____

10. **Board action:**

Approved

Approved with Modifications

Denied

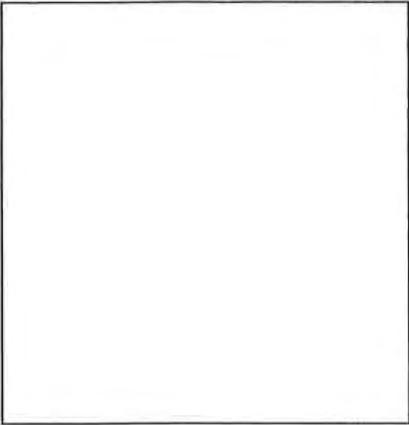
Continued

Agenda Item No. 8

APN: 004-141-03; 004-121-37

Return recorded document to:

Storey County Commissioners Office
P.O. Box 176
Virginia City, NV 89440



The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

NON-EXCLUSIVE ACCESS EASEMENT

This Non-Exclusive Access Easement For Use and Maintenance of Truck Turnaround (“Agreement”) is made and entered into this __ day of _____, 2020 between LOCKWOOD COMMUNITY CORPORATION, a Nevada non-profit cooperative corporation ("GRANTOR"), and the Board of County Commissioners of Storey County, a political subdivision of the State of Nevada, ("GRANTEE"). This Agreement shall become effective upon the recording of the same in the Official Records of Storey County, State of Nevada (“Effective Date”).

RECITALS:

A. GRANTOR is the owner of certain real property located in the unincorporated area of Lockwood, Storey County, Nevada, commonly known as the Lockwood Community Corporation located upon Storey County Assessor’s Parcel No. 004-121-37 ("Grantor’s Property"). A legal description of Grantor’s Property is attached hereto as Exhibit “A”.

B. GRANTOR and GRANTEE desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with the use, maintenance, and control, of that portion of Grantor’s Property for Truck Turnaround.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR and GRANTEE (collectively referred to as the “Parties”) hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Grant of Easement.** GRANTOR hereby grants and conveys unto GRANTEE, a non-exclusive easement for use as a truck turnaround, (“Easement Area”), provided GRANTEE uses, maintains and controls the Easement Area in accord with the terms, covenants, conditions, limitations, and purposes set forth herein. and a complete legal description of the Easement Area is attached hereto as Exhibit “B”.

3. **Purpose of Easement.** The purpose of this Agreement is to provide for limited public access for truck turnaround, and to permit and require GRANTEE and its successors and assigns, through itself, its agents, contractors, consultants and employees, to enter upon the Easement Area and, subject to the availability of funds appropriated for the following purposes by the Board of County Commissioners of Storey County to perform construction, grading, stabilization, restoration, upkeep, improvement, repairs, monitoring, traffic control and speed-limit enforcement activities within the Easement Area. Such activities and others of a similar nature shall be collectively referred to herein as "maintenance", "maintain" or "maintaining" as the context requires.

4. **Maintenance of Easement Area.** In the event use, wear and tear, the passage of time, weather, climate, or other meteorological conditions erodes, undermines or otherwise degrades the stability or surface conditions of the Easement Area, GRANTEE will be solely responsible for maintaining the Easement Area as necessary to keep the Easement Area stable, well maintained, graded, and properly surfaced for vehicular traffic and to keep the same in a reasonable and safe condition.

5. **Right of Reentry.** GRANTEE's failure to maintain the Easement Area as set forth herein, and or GRANTEE's failure to monitor and enforce the vehicle weight and or speed limit set forth herein, or GRANTEE'S failure to comply with or perform any other obligation, whether expressed or implied by this Agreement, shall constitute an event of Default by GRANTEE. In the event of GRANTEE's Default, GRANTOR shall have the right to cancel, revoke and terminate this Easement and reclaim title to the Easement Area; provided however, GRANTOR shall first provide written notice to GRANTEE via certified mail return receipt requested, of its intent to terminate and revoke this Easement and the facts constituting GRANTEE's Default. GRANTEE shall have fifteen (15) days from delivery of GRANTOR's notice to respond in writing to GRANTOR setting forth the actions to be taken and time required to remedy GRANTEE's Default. Remedies may include but shall not be limited to: maintaining, grading, clearing, resurfacing, and repaving of the Easement Area and or installation of traffic control measures along the course of the Easement Area. In no event shall the time specified to cure GRANTEE's Default be greater than thirty (30) days. In the event GRANTEE fails to cure its Default within the initial time specified or any enlarged period of time approved in writing by GRANTOR, GRANTOR may cause to be recorded a Rescission, Release and Termination of this Easement. From and after recording of such document, all interest in and to the Easement Area and the improvements located thereon shall revert to GRANTOR or its successors and assigns, as fully and completely as if this Easement had never been executed. Thereafter, GRANTOR may prohibit public use of the Easement Area through installation of fences, barriers, gates, or other means,

6. **Non-Exclusive Easement; Rights of GRANTOR.** The Easement granted herein is non-exclusive and GRANTOR reserves unto itself, its members, agents, employees, managers, successors in interest and assigns, the right to use, pass and repass over and upon the Easement Area as GRANTOR may determine in its reasonable discretion.

7. **Term; Termination of Easement.** This Easement shall become effective upon the Effective Date and shall continue in perpetuity unless earlier terminated and revoked by GRANTOR upon GRANTEE's Default and GRANTOR's exercise of its right of termination.

Upon termination of this Easement, GRANTEE agrees to execute in recordable form all documents requested by GRANTOR to remove the cloud, encumbrance, and effect of this Easement from title to Grantor's Property, including the Easement Area.

8. Compliance with Applicable Law; Permits and Approvals. GRANTEE, its successors, assigns, contractors and subcontractors, shall comply with all applicable federal, state, and local ordinances relating to the maintenance, repair, restoration, grading, resurfacing, paving, and monitoring of the Easement Area, all at its sole cost and expense without obligation of GRANTOR.

9. Construction, Maintenance and Repair. GRANTOR shall have no responsibility for the maintenance (as defined herein above) of any portion of the Easement Area or any improvements made thereon by GRANTEE. All work within the Easement Area shall be performed by licensed, bonded, and insured contractors under the direction of GRANTEE.

10. Payment for Damages. GRANTEE shall be responsible for any damage to personal property or improvements suffered by GRANTOR by reason of any activities undertaken by GRANTEE, its officers, employees or agents, with respect to the Easement Area, including but not limited to any maintenance thereof. Reimbursement and/or repairs shall be required to be made within fourteen (14) days of GRANTOR notifying GRANTEE of any damage. Prior to the commencement of any repairs, GRANTEE shall provide a description of the work proposed to be performed to correct the damage and shall not proceed without approval by GRANTOR, such approval not to be unreasonably withheld. GRANTEE will promptly restore or replace any and all tangible personal property owned by GRANTOR and all landscaping improvements, including plantings and landscape irrigation improvements, if any, located within the Easement Area if the same are damaged for any reason as a result of GRANTEE's activities on the Easement Area. GRANTEE shall have no responsibility for replacing any native vegetation removed by GRANTEE as necessary for the maintenance of the Easement Area or any improvements thereto.

11. Incorporation of Exhibits. All Exhibits referenced herein and attached hereto are incorporated by reference as if set forth in full.

12. Amendment. This Agreement may be modified or amended only upon the mutual consent of GRANTOR and GRANTEE, or their respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Office of the Recorder of Storey County, Nevada.

13. Successors-in-Interest and Assigns. This Agreement shall be binding upon the successors-in-interest and assigns of the Parties and shall run with title to the Easement Area as the dominate estate and Grantor's Property as the servient estate.

14. Enforcement, Attorneys' Fees, and Notices. GRANTOR and GRANTEE shall be entitled to enforce the provisions of this Agreement with all remedies at law or in equity. Should GRANTOR or GRANTEE employ an attorney or attorneys to enforce any of the terms or conditions hereof, or to protect any right, title, or interest created or evidenced hereby, the non-prevailing party in any action pursued in courts of competent jurisdiction shall pay to the prevailing

party all reasonable costs, damages, and expenses, including attorneys' fees, expended or incurred by the prevailing party. All notices or communications between the parties shall be addressed to the parties at the following addresses:

If to GRANTOR: Lockwood Community Corporation
 c/o Western Nevada Management, Inc.
 Attn: Sue King
 255 W. Peckham Lane, Suite 2
 Reno, NV 89509

With a copy to: Gayle A. Kern, Esq.
 LEACH KERN GRUCHOW ANDERSON SONG
 5421 Kietzke Lane, Ste. 200
 Reno, NV 89511

If to GRANTEE: Board of County Commissioners of Storey County
 Storey County Commissioners Office
 P.O. Box 176
 Virginia City, NV 89440

With a copy to: Keith Loomis, Chief Deputy District Attorney
 Storey County
 P.O. Box 496
 Virginia City, NV 89440

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written and shall become effective upon recording of the same in the Office of the Recorder of Storey County, State of Nevada.

GRANTOR	GRANTEE
LOCKWOOD COMMUNITY CORPORATION By: _____ Print name: _____ Title: _____	Board of County Commissioners of Storey County, a political subdivision of the State of Nevada By: _____ Print name: _____ Title: _____
By: _____ Print Name: _____ Title: _____	By: _____ Print Name: _____ Title: _____

STATE OF NEVADA
COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by _____,
an officer of the Board of Directors of Lockwood Community Corporation, a Nevada non-profit
cooperative corporation.

Notary Public

STATE OF NEVADA
COUNTY OF _____

This instrument was acknowledged before me on _____, 2020 by _____,
an officer of the Board of Directors of Lockwood Community Corporation, a Nevada non-profit
cooperative corporation.

Notary Public

STATE OF NEVADA
COUNTY OF _____

This instrument was acknowledged before me on _____, 2020, by _____
_____, who acknowledged he/she executed the same on behalf of the
Board of County Commissioners of Storey County, a political subdivision of the State of Nevada.

Notary Public

STATE OF NEVADA
COUNTY OF _____

This instrument was acknowledged before me on _____, 2020, by _____ who acknowledged he/she executed the same on behalf of the Board of County Commissioners of Storey County, a political subdivision of the State of Nevada.

Notary Public

**EXHIBIT B
LEGAL DESCRIPTION
004-121-37**

A portion of the southwest one-quarter of the southwest one-quarter of Sections 16, Township 19 North, Range 21 East, Mount Diablo Base Meridian, in the County of Storey, State of Nevada, more particularly described as follows:

COMMENCING at the southeast corner of said southwest one-quarter of the southwest one-quarter of Sections 16 marked by a 5/8-inch rebar, from which the southwest corner bears North 87 Degrees 37 Minutes 00 Seconds West, 1384.18 feet;

THENCE, on the east boundary of said southwest one-quarter of the southwest one-quarter of Sections 16, North 01 Degrees 21 Minutes 49 Seconds East, 718.40 feet, to the **POINT OF BEGINNING**;

THENCE, continuing on said east boundary of the southwest one-quarter of the southwest one-quarter of Sections 16, North 01 Degrees 21 Minutes 49 Seconds West, 103.84 feet,

THENCE, South 69 Degrees 34 Minutes 04 Seconds West, 45.02 feet;

THENCE, South 17 Degrees 48 Minutes 23 Seconds East, 92.24 feet;

THENCE, South 88 Degrees 38 Minutes 11 Seconds East, 11.51 feet, to the **POINT OF BEGINNING**;

Containing 2,672 square feet or 0.06 acres, more or less.

***EXHIBIT C** is to accompany description and is attached hereto and made a part hereof, by reference.*

Phil Reimer, P.L.S., Nevada Certificate No.13869



 SECTION CORNER AS NOTED
 CAP, UNLESS OTHERWISE NOTED
 NOTHING SET.

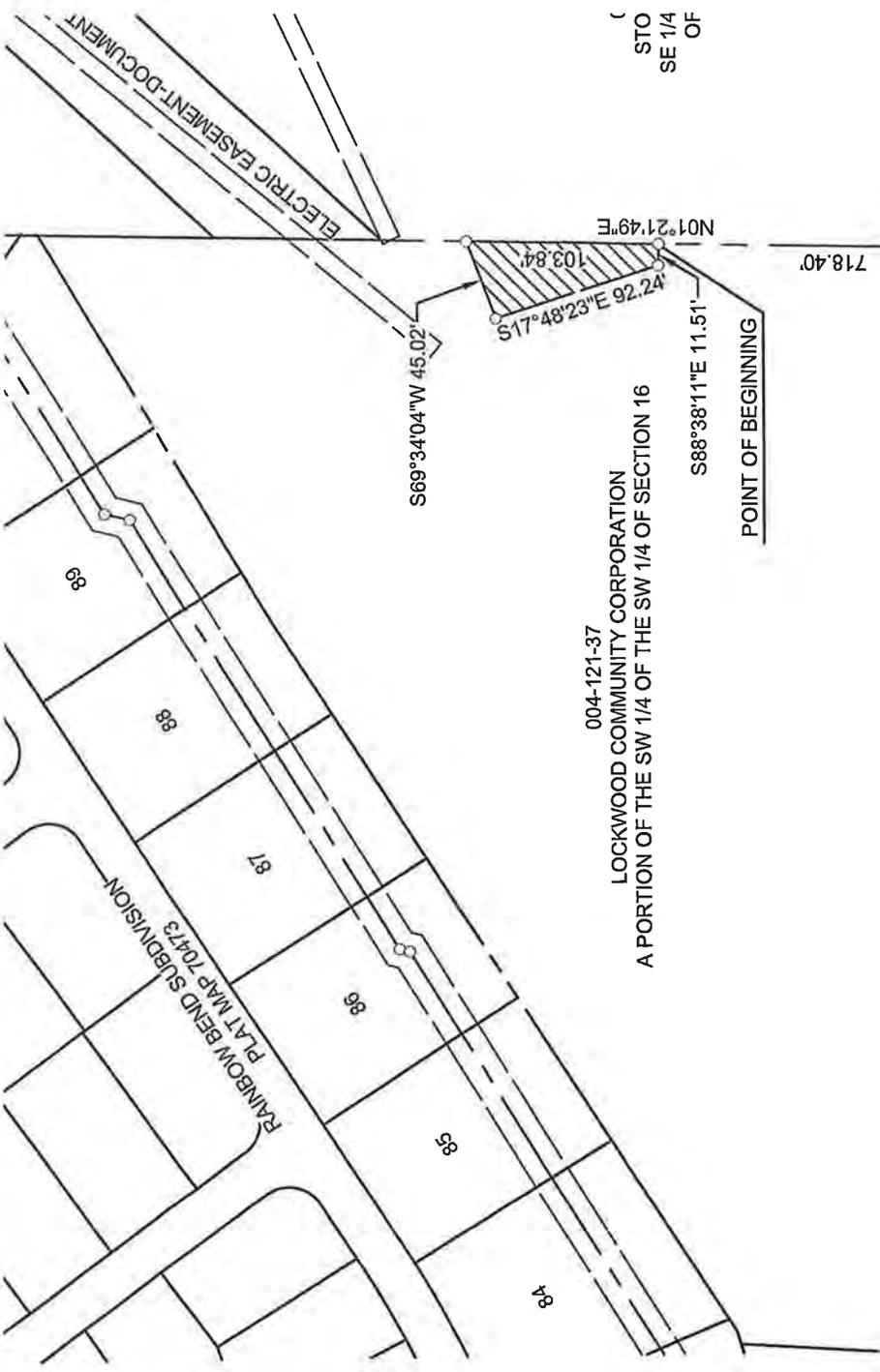
SYSTEM, WEST ZONE, NORTH AMERICAN
 REFERENCE NETWORK (NAD 83/94-HARN),
 JEMATIC (RTK) GPS OBSERVATIONS WITH
 NORTHERN NEVADA COOPERATIVE REAL
 TIME BEARING BETWEEN GPS REFERENCE
 STATION "N339" IS TAKEN AS
 SHOWN ARE GROUND DISTANCES.
 = 1.0002549280.

3" 1953" IN CONCRETE HEADWALL NORTH OF
 STATION 16KM EAST OF VISTA INTERCHANGE
 STATION = 4256.42

 ACCESS EASEMENT



GRAPHIC SCALE
 0 50 100
 (IN FEET)
 1 inch = 100 ft.



N87°37'00"W 1384.18'(M) N87°36'31"W 1384.95'(R)

POINT OF COMMENCEMENT
 3/4" IRON PIPE

Lockwood Community Corporation (LCC) "Canyon Way" (Upper Bench Road 1) possible trash truck turn-around. Concept subject to approval of easement between Storey County and the LCC and agreement with the LCC. DRAFT.... Contact County Manager at 775.847.0968 w. questions.



NOTES:
 1. DESCRIBING WORK TAKEN FROM GEOTECH LARSEN 09/17/2019
 2. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED
 3. CHECK WITH WALK DATE JAN 2018

REFUSE INC. LOCKWOOD LANDFILL TRUCK TURN RADIUS LOCKWOOD, NEVADA	FIGURES 1
SPECTEK ENGINEERING & DESIGN ENGINEER CENTER	PROJECT NO.

Geo-Logic
 CONSULTING
 56 Canyon Blvd, Suite 100, Reno, NV 89502
 775.784.3300

CITY OF RENO, NV
 PROJECT NO. 2018-001
 CHECKED BY: []
 APPROVED BY: []

THE ABOVE SET OF PLANS IS THE PROPERTY OF SPECTEK ENGINEERING & DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF SPECTEK ENGINEERING & DESIGN IS STRICTLY PROHIBITED.

ISSUED FOR REVIEW



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 18, 2020

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION: Consideration and possible approval of** Equipment Procurement Contract between Storey County and Aeromix Systems dba Fluence USA for treatment plant equipment for the Gold Hill Wastewater Treatment Project and authorize the Board Chairman or County Manager to sign all documents associated with said contract in the amount of \$206,750.00

1. **Recommended motion:** I _____ (Commissioner) move to approve the contract with Fluence USA for the purchase of treatment plant equipment for the Gold Hill Wastewater Treatment Project and authorize the Chairman to sign all documents associated with that purchase.

3. **Prepared by:** Keith Loomis

4. **Department:** District Attorney's Office **Telephone:** 847-0964

5. **Staff summary:** This contract is for the purchase of equipment for the Wastewater Treatment Project in Gold Hill. The low bidder for the provision of the equipment was Aeromix Systems dba Fluence USA. The cost of the purchase is \$206,750.00.

6. **Supporting materials:** Proposed contract and supporting materials.

7. **Fiscal impact:**

Funds Available: _____ Fund: _____ Comptroller

8. **Legal review required:**

District Attorney

8. **Reviewed by:**

____ Department Head
____ County Manager

Department Name: _____
Other agency review: _____

9. **Board action:**

Approved Approved with Modifications
 Denied Continued

Agenda Item No. 9

CONFORMED DOCUMENT

Procurement Documents

Storey County

Gold Hill Package Wastewater Treatment Plant Procurement

Gold Hill, NV

October 2019



BUYER:

Storey County
P.O. Box 176
Virginia City, NV 89440

ENGINEER:

FARR WEST
ENGINEERING

Farr West Engineering
5510 Longley Lane
Reno, NV 89511
(775) 851-4788
(775) 851-0766 Fax

Division 0
Legal Documents

SECTION 00007

SEAL PAGE

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



Prepared by Ken Johnson, P.E.
Divisions 0,1,11

SECTION 00010
TABLE OF CONTENTS

DIVISION 0 – LEGAL DOCUMENTS

- 00007 – SEALS PAGE
- 00010 – TABLE OF CONTENTS
- 00100 – ADVERTISEMENT FOR BIDS
- 00200 – INSTRUCTIONS TO BIDDERS
- 00410 – BID FORM
- 00430 – BID BOND
- 00451 – QUALIFICATIONS STATEMENT
- 00460 – EEO COMPLIANCE STATEMENT
- 00461 – USDA FORM – 1048
- 00462 – USDA 1940-Q
- 00464 – RUS BULLETIN 1780 – EXHIBIT I & J
- 00510 – NOTICE OF AWARD
- 00520 – AGREEMENT
- 00550 – NOTICE TO PROCEED
- 00610 – PERFORMANCE BOND
- 00615 – PAYMENT BOND
- 00700 – GENERAL CONDITIONS
- 00800 – SUPPLEMENTARY CONDITIONS
- 00820 – SRF REQUIREMENTS AND GUIDANCE

DIVISION 1 – GENERAL REQUIREMENTS

- 01110 – SUMMARY OF GOODS AND SPECIAL SERVICES
- 01200 – PRICE AND PAYMENT PROCEDURES
- 01330 – SUBMITTAL PROCEDURES
- 01785 – GUARANTEES
- 01999 – PROJECT FORMS

DIVISION 11 – EQUIPMENT

- 11390 – PACKAGE TREATMENT PLANT

SECTION 00100
ADVERTISEMENT FOR BIDS
STOREY COUNTY
GOLD HILL PACKAGE WASTEWATER TREATMENT PLANT

Sealed Bids will be received, by Storey County, for equipment procurement as set forth in the Bid Documents for the Gold Hill Package Wastewater Treatment Plant. The bids shall be received, on or before **10:00 a.m.** local time on **Wednesday, November 27, 2019**, at the office of Farr West Engineer, 5510 Longley Lane, Reno, Nevada 89511. Bids received will be publicly opened and read at 2:00 p.m. at the above address. The successful bidder will be notified upon completion of the ranking matrix. This ranking matrix is included in the procurement documents for the bidders information.

The Project consists of providing a package wastewater treatment plant complete with influent grinding and pumping, equalization, sludge storage, disinfection, control panel and appurtenances as detailed in the specifications.

This project must comply with the provisions of the American Iron and Steel (AIS) requirements of Section 746 of Title VII of the Consolidated Appropriations Act of 2017.

The Engineer's Opinion of Probable Construction Costs for this project is **\$200,000 to \$275,000**.

The Owner is an equal opportunity provider and employer. Bidders are to base their Bids on the Project funding being provided in whole or in part by the US Department of Agriculture, Rural Development and the State of Nevada Revolving Loan Fund Program. Federal and State Wage Rates are applicable on the Project. American Iron and Steel Requirements are also applicable for this project.

The Bidder must take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, construction, and services. The goals for minority and female participation are identified in the Contract Documents and range from 1% to 2% for construction, equipment, services and supplies. Executive Order 11246, Standard Federal Equal Employment Opportunity Construction Contract Specifications, apply on this Project.

The Owner will not enter into a Contract with Bidder who is not registered and active on SAM.GOV and can provide a DUNS Number and CAGE Code. All Contractors, Subcontractors, materials and service suppliers must be registered in the U.S. Government System for Award Management (SAM) and remain active throughout the Project.

This project must comply with American Iron and Steel (AIS) requirements. AIS manufacturer's certifications must meet EPA provisions per P.L. 113-76, Consolidated Appropriations Act, 2014 and USDA provisions per P.L. 115-31, Consolidated Appropriations Act, 2017.

The Issuing Office for the Bidding Documents is: **Farr West Engineering, 5510 Longley Lane, Reno, Nevada 89511, 775-851-4788, Attn: Alex Stodtmeister P.E. alex@farrwestengineering.com**. Prospective Bidders may examine the Bidding Documents at the Issuing Office or the Owner's office (address above) on Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents may be viewed and ordered online by registering with the Issuing Office at <http://www.farrwestengineering.com/bid-room/>. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

A 5% bid security shall be furnished in accordance with the Instructions to Bidders.

This proposal to the Owner is irrevocable for a period of sixty (60) days after the date of the bid opening. The right is reserved by the Owner to reject any and all bids, waive irregularities, informalities, or non-conformities; or to accept the bids deemed in their best interest, such as the lowest, responsible, responsive bid. The right to add or delete items, or change quantities shown on the bid forms is further reserved by the Owner. Omission or improper completion of any or all of the proper bidding documents may be considered as a reason for rejection of the Bid.

Owner: **Storey County**

By: **Mike Nevin**

Title: **Project Coordinator**

Date: **November 7, 2019**

END OF SECTION

00200
Instructions to Bidders
Table of Contents

Article 1 - DEFINED TERMS.....	1
Article 2 - BIDS RECEIVED	1
Article 3 - COPIES OF BIDDING DOCUMENTS	1
Article 4 - QUALIFICATIONS OF BIDDERS.....	1
Article 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION	1
Article 6 - PRE-BID CONFERENCE	3
Article 7 - INTERPRETATIONS AND ADDENDA	3
Article 8 - BID SECURITY.....	3
Article 9 - CONTRACT TIMES.....	3
Article 10 - LIQUIDATED DAMAGES.....	3
Article 11 - "OR-EQUAL" ITEMS	4
Article 12 - PREPARATION OF BID.....	4
Article 13 - BASIS OF BID; COMPARISON OF BIDS	5
Article 14 - SUBMITTAL OF BID	5
Article 15 - MODIFICATION OR WITHDRAWAL OF BID	5
Article 16 - OPENING OF BIDS	5
Article 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE	6
Article 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT	6
Article 19 - CONTRACT SECURITY AND INSURANCE	6
Article 20 - SIGNING OF AGREEMENT	6
Article 21 - SALES AND USE TAXES.....	7
Article 22 - RETAINAGE	7

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- B. For the purposes of this document, the party identified as “Buyer” is the “owner” of the purchased goods. See GC-1.01.A.8.

ARTICLE 2 - BIDS RECEIVED

- 2.01 Refer to advertisement to for information on receipt of Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

- 3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

- 4.01 To demonstrate Bidder’s qualifications to furnish Goods and Special Services, Bidder shall submit written evidence, such as financial data and previous experience as may be called for by the bidding documents.
- 4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

- 5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that

Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.

- 5.02 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
 - B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
 - D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;
 - E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
 - F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- 5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 6 - PRE-BID CONFERENCE

6.01 A pre-bid conference will not be held.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of **5%** percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form included in the bidding documents) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods or *furnish Special Services within the Contract Times*, are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

13.01 Lump Sum

- A. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- B. For determination of the apparent low Bidder, Bids will be compared on the basis of the lump sum.

ARTICLE 14 - SUBMITTAL OF BID

- 14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to *Buyers and location as indicated in the Advertisement*.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 16 - OPENING OF BIDS

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

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be nonresponsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.
- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

- 19.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

ARTICLE 20 - SIGNING OF AGREEMENT

- 20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to

Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 21 - SALES AND USE TAXES

21.01 Buyer is not exempt from Nevada state sales and use taxes on tangible materials and equipment to be incorporated in the Project. Said taxes shall be included in the Bid.

ARTICLE 22 - RETAINAGE

22.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

- 1.01 This Bid is submitted to Buyer address as identified in Section 00100 Advertisement.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 Lump Sum Bids

- A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):
1. Lump Sum Bid Price (single or multiple Lump Sum)

ITEM NO.	Description	Estimated Quantity	Unit Price	Total Amount
1.	Package Wastewater Treatment Plant, Including Shop Drawings and Design Assistance	LS	\$ 206,750	\$ 206,750
2.	Services During Startup/Commissioning, O&M Manual	LS	\$ Included	\$ Included
3.	Taxes (Storey County Rate 7.60%)	LS	\$ N/A	\$ N/A

2.02 Total Bid Price

- A. The following Total Bid Price is the sum of the Lump Sum Bid Price from Paragraph 2.01, the Total of All Unit Price Bid Items from Paragraph 2.02, and the Buyer's Contingency Allowance. The Total Bid Price, if accepted and incorporated in the Procurement Contract to be awarded, will be subject to any Buyer-accepted Alternates and to final Unit Price and Buyer's Contingency Allowance adjustments.

Total Bid Price	\$ 206,750
-----------------	------------

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form prescribed in the Instructions to Bidders.
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - C. Equipment Data Sheets.
 - D. Required Bidder Qualification Statement with supporting data.
 - E. Submittals in accordance with Section 11390 Package Wastewater Treatment Plant, Paragraph 1.04 Submittals for Approval.

ARTICLE 5—BIDDER’S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum #1	11/15/2019

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable

local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Bidder's Certifications*

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

Aeromix Systems dba Fluence USA

(typed or printed name of organization)

By:



(individual's signature)

Date: 11/25/2019

(date signed)

Name: Robert Mangaudis

(typed or printed)

Title: General Manager

(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

7135 Madison Ave W

Minneapolis, MN 55427

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

Classification:

Limitation:

BID BOND

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

SELLER (Name and Address):

Aeromix Systems, Inc. d/b/a Fluence USA
7135 Madison Avenue West
Minneapolis, MN 55427

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

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

BUYER:

Storey County Commission
P.O. Box 176
Virginia City, NV 89440

BID

Bid Due Date: November 27, 2019
Description (*Project Name— Include Location*):
Gold Hill Package Wastewater Treatment Plant, Gold Hill, Nevada

BOND

Bond

Number: N/A

Date: November 27, 2019

Penal sum Five Percent of Amount Bid

\$ 5% of Amount Bid

(Words)

(Figures)

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

SELLER

SURETY

Aeromix Systems, Inc. d/b/a Fluence USA (Seal)

Atlantic Specialty Insurance Company (Seal)

Seller's Name and Corporate Seal

Surety's Name and Corporate Seal

By:


Signature

By:


Signature (Attach Power of Attorney)

ROBERT MANAUDIS

Print Name

Kathleen M. Coen

Print Name

GENERAL MANAGER

Title

Attorney-in-Fact

Title

Attest:


Signature

Attest:


Signature Holly Tallone

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Buyer upon default of Seller the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Seller's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Buyer's sole and exclusive remedy upon default of Seller.

2. Default of Seller shall occur upon the failure of Seller to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Buyer accepts Seller's Bid and Seller delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Buyer) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Buyer, or

3.3 Buyer fails to issue a Notice of Award to Seller within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Seller and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Seller and within 30 calendar days after receipt by Seller and Surety of written notice of default from Buyer, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Buyer and Seller, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Seller and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Seller and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Kathleen M. Coen, Louis J Bensinger, Holly Tallone, Tammy L. Orehek, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

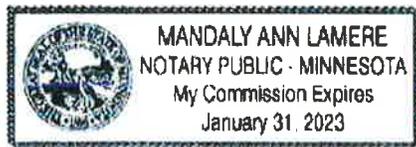
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Mandaly Ann Lamere
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of November, 2019.



Christopher V. Jerry
Christopher V. Jerry, Secretary

This Power of Attorney expires
January 31, 2023



Atlantic Specialty Insurance Company

P&C Balance Sheet

Period Ended 12/31/2018

Dollars displayed in thousands

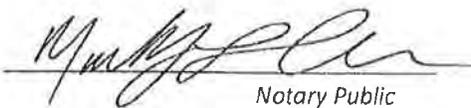
Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,145,948	Loss Reserves	\$ 765,181
Preferred Stocks	-	Loss Adjustment Expense Reserves	251,149
Common Stocks	748,692	Total Loss & LAE Reserves	1,016,330
Mortgage Loans	-	Unearned Premium Reserve	497,525
Real Estate	-	Total Reinsurance Liabilities	13,531
Contract Loans	-	Commissions, Other Expenses, and Taxes due	40,413
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	72,158	Payable to Parent, Subs or Affiliates	13,790
Other Investments	25,782	All Other Liabilities	201,194
Total Cash & Investments	1,892,580	Total Liabilities	1,782,783
Premiums and Considerations Due	237,607	Capital and Surplus	
Reinsurance Recoverable	95,839	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	-	Preferred Capital Stock	-
All Other Admitted Assets	75,952	Surplus Notes	-
Total Admitted Assets	2,401,978	Unassigned Surplus	(70,080)
		Other Including Gross Contributed	680,275
		Capital & Surplus	619,195
		Total Liabilities and C&S	2,401,978

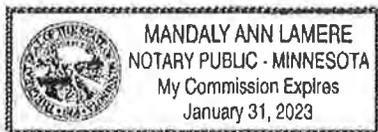
State of Minnesota
County of Hennepin

I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Atlantic Specialty Insurance Company, on the 31st day of December, 2018, according to the best of my information knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 18th day of April, 2019.


Notary Public



BIDDER QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:	
Official Name of Firm:	Aeromix Systems dba Fluence USA
Address:	7135 Madison Ave W
	Minneapolis, MN 55427
2. SUBMITTED TO:	Farr West Engineering
3. SUBMITTED FOR:	
Buyer:	Storey County, NV
Project Name:	Gold Hill Package Wastewater Treatment Plant
	Gold Hill, NV
TYPE OF WORK:	Package Wastewater Treatment Plant
4. SELLER'S CONTACT INFORMATION	
Contact Person:	Robert Mangaudis
Title:	General Manager
Phone:	763-746-9295
Email:	bmangaudis@fluencecorp.com
5. AFFILIATED COMPANIES:	
Name:	
Address:	

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: Minnesota

Date of Organization: 06/11/1984

Executive Officers:

- President: Robert Mangaudis

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____
Address: _____

Bonding Agent: _____
Address: _____

Contact Name: _____
Phone: _____
Aggregate Bonding Capacity: _____
Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: HSBC Bank USA, N.A.
Address: Branch #610, 452 5th Ave.
New York, NY 10018
Account Manager: Sunny Sheth
Phone: 212-525-8756

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted installations currently under contract that are within a 500-mile radius of Gold Hill, NV for wastewater treatment plants with a capacity less than fifteen thousand gallons per day (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all installations completed within the last 5 Years that are within a 500-mile radius of Gold Hill, NV for wastewater treatment plants with a capacity less than fifteen thousand gallons per day (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Aeromix Systems dba Fluence USA

BY: *Ad M. Hanson*

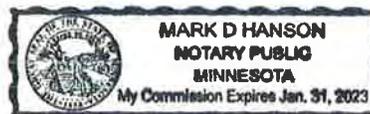
TITLE: General Manager

DATED: 11/25/2019

NOTARY ATTEST: *Mark D. Hanson*

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 25th DAY OF 11 2019



NOTARY PUBLIC - STATE OF Minnesota

EJCDC® C-450, Qualifications Statement.

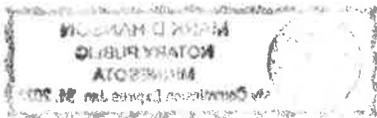
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Page 5 of 9

NOTARY PUBLIC - COUNTY OF Hennepin
MY COMMISSION EXPIRES: Jan. 31, 2023

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
4. Additional items as pertinent.



SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
200,000 gpd Guantanamo Bay Naval Base, Cuba	Name: Address: Telephone:	Name: Company: Telephone:	5/23/2018	Package Wastewater Treatment Plant	On- going	\$878,000
176,000 gpd San Carlos, Panama	Name: Address: Telephone:	Name: Company: Telephone:	7/1/2016	Package Wastewater Treatment Plant	On- going	\$176,000
5,000 gpd Morgan Township	Name: Address: Telephone:	Name: Company: Telephone:	4/10/2019	Package Wastewater Treatment Plant	On- going	\$154,800
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
200,000 gpd Virginia City, NV	Name: Address: Telephone:	Name: Lucas Tipton Company: lucas@rwestengineering.com Telephone: 775-853-7253	2014	Package Wastewater Treatment Plant	Complete	\$1,087,000
8,500 gpd Kankakee River State Park, IL	Name: Address: Telephone:	Name: Andrew P Ftacek Jr. Company: Knight E/A Inc. Telephone: 312-577-3365 Telephone: aftacek@knighttea.com	2015	Package Wastewater Treatment Plant	Complete	\$109,000
20,000 gpd Ridgewood Manor Mobile Home Park, PA	Name: Address: Telephone:	Name: Seth Beaver Company: Century Engineering Telephone: 717-901-7055	2015	Package Wastewater Treatment Plant	Complete	
5,000 gpd Formosa Plastics Point Comfort, TX	Name: Jay Vela Address: jayv@fpc.usa.com Telephone: 316-987-8608	Name: Company: Telephone:	2016	Package Wastewater Treatment Plant	Complete	
30,000 gpd Lake Ouachita WWTP, US Army COE	Name: Address: Telephone:	Name: Company: Telephone:	2016	Package Wastewater Treatment Plant	Complete	\$237,456
3,050 gpd Duanesburg, NY	Name: Address: Telephone:	Name: Douglas Cole, PE Company: McDonald Engineering Telephone: 518-382-1774	2009 & 2016	Package Wastewater Treatment Plant	Complete	\$89,300
5,000 gpd Expansion Formosa Plastics Point Comfort, TX	Name: Jay Vela Address: jayv@fpc.usa.com Telephone: 316-987-8608	Name: Company: Telephone:	2017	Package Wastewater Treatment Plant	Complete	\$279,077



1000 Station Avenue, Suite 100
Canton, MS 39046
www.fluence.com

TIPTON Packaged Plant REFERENCES Updated June 2019

Project Name: Red Bird Mission
Beverly, KY
Equipment: Tipton Packaged Plant
Sector: Church / School
Contact: Sylvester Nolan
Phone: 605-598-5133
snolan@rbmission.org

Project Name: Grainger Industrial Park
Grainger, TN
Equipment: Tipton Packaged Plant
Sector: Rapid Sand Tertiary
Treatment
Contact: Sam Cruz
Phone: 865-789-3820
sammy.cruz@yahoo.com

Project Name: City of Blaine, TN
Blaine, TN
Equipment: Tipton Packaged Plant
Sector: WWTP
Contact: Jimmy Langley
Phone: 865-992-8611

Project Name: Formosa Plastics Corp.
Point Comfort, TX
Equipment: Tipton Packaged Plant
Sector: Oil & Gas
Contact: Jay Vela
Phone: 361-987-8608
jayv@fpc.fpcusa.com

Project Name: USACE Randolph Air Force
Base/Eshelman Co. /JSR Inc.
Canyon Lake, TX
Equipment: Tipton Packaged Plant
Sector: Airport
Contact: Jim Brown
Phone: 210-653-7772
jbrown@jsrincorporated.com

Project Name: Delta Environmental /
Pentair Pump Group Inc.
Alexander City, ND
Equipment: Tipton Packaged Plant
Sector: Subdivision
Contact: Bill Bonadiman
Phone: 909-224-4843
bonadimanwater@hotmail.com

Project Name: Clermont County Board of
Developmental Disabilities
Batavia, OH
Equipment: Tipton Packaged Plant
Sector: School
Contact: James Taylor
Phone: 513-732-7000
jtaylor@clermontdd.org

Project Name: Ancilla Domini Convent
Donaldson, IN
Equipment: Tipton Packaged Plant
Sector: Convent
Contact: Chris Davidson
Phone: 574-936-9936

Project Name: Bonadiman Water / DB
Construction LLC

Yucca Valley, CA

Equipment: Tipton Packaged Plant

Sector: Senior Living

Contact: Wayne Hunts

Phone: 760-715-8822

wayne@wqusca.com

Project Name: Virginia City

Virginia City, NV

Equipment: Tipton Packaged Plant

Sector: Secondary Treatment

Contact: Lucas Tipton

Phone: 775-853-7253

lucas@rwestenginerring.com

Project Name: Northeast Water
Technologies

Wilton, CT

Equipment: Tipton Packaged Plant

Sector: Municipal

Contact: Jim Konatsotis

Phone: 203-210-7180

jk@nwatertech.com



Fluence Corp. – Tipton Installation List

<u>Project Name</u>	<u>Location</u>	<u>Equipment Description</u>	<u>Year Installed</u>
AAF - Air Detachment - Herat, AFG	Afghanistan	16,375 GPD	2014
Dumosa Senior Living Care Facility	Town of Yucca Valley	8,500 GPD	2014
Lincoln Park, LLC	Alexander City, ND	25,00C GPD	2014
River Downs WWTP - Tertiary Filter ONLY	Nixa, MO	19,00C GPD	2014
Virginia City WWTP	Virginia City, NV	180,0C0 GPD	2014
Duke Energy	Cliffside, NC	7,200 GPD	2015
JETA Corporation	Shaver Lake, CA	7,500 GPD	2015
Kankakee River State Park	Bourbonnais, IL	8,500 GPD	2015
PG&E Shaver Lake WWTP	Shaver Lake, CA	7,500 GPD	2015
Resort	St. Maarten	13,20C GPD	2015
Ridgewood Manor Mobile Home Park	Manheim, PA	20,00C GPD	2015
Rocky Mount WWTP	Rocky Mount, MS	75,00C GPD	2015
Winward Roads Infrastructure	St. Maarten, Caribbean	13,20C GPD	2015
AquaChem, Norwegian Cruise Lines	Caribbean	30,00C GPD	2016
Cervecería y Maltería Quilmes	Zarate, Argentina	50 m3/h	2016
Delhase America Shared Services Group LLC	Duanesburg, NY	3,050 GPD	2016
Formosa Plastics	Point Comfort, TX	5,000 GPD	2016
Lake Ouachita WWTP, US Army COE	Arkansas, USA	30,000 GPD	2016
Mathews Arm Campground	Shenandoah Park, VA	25,000 GPD	2016



Fluence Corp. – Tipton Installation List

PDVSA WWTP	Venezuela	105,000 GPD	2016
Pristina Kosovo Embassy, B.L. Harbert International (BLHI)	Pristina, Kosovo	12,000 GPD	2016
San Carlos WWTP	San Carlos, Panama	176,000 GPD	2016
Town of Domino WWTP	Domino, TX	30,000 GPD	2016
ASARCO Mine WWTP	Sahuarita, AZ	10,500 GPD	2017
Clark Elementary	Greenville, IN	9,000 GPD	2017
Clark Pleasant Elementary School	Greenville, IN	9,000 GPD	2017
Point Comfort Plant Expansion WWTP	Point Comfort, TX	5,000 GPD	2017
Snydertown WWTP	Snydertown, PA	26,000 GPD	2017

Projects prior to 2014 available upon request.

SECTION 00460

EEO COMPLIANCE STATEMENT FORM RD 400-6

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required or me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

Signature of Bidder or Prospective Contractor

Address (including Zip Code)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in This certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name)

(Date)

(Title)

(08-21-91) PN 171

CERTIFICATE OF OWNER'S ATTORNEY AND AGENCY CONCURRENCE

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT NAME: _____

CONTRACTOR NAME: _____

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows: I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Name Date

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date

Name

NOTICE OF AWARD

Date of Issuance:

Buyer:

Buyer's Contract No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Seller:

Seller's Address:

TO BIDDER:

You are notified that Buyer has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Buyer [____] counterparts of the Agreement, fully executed by Seller.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Buyer to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Buyer will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Buyer:

Authorized Signature

By:

Title:

Copy: Engineer

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Procurement Contract	1
1.01 <i>Goods and Special Services</i>	1
1.02 <i>The Project</i>	1
1.03 <i>Engineer</i>	1
1.04 <i>Point of Destination</i>	1
Article 2— Procurement Contract Times	1
2.01 <i>Time of the Essence</i>	1
2.02 <i>Schedule of Procurement Contract Times</i>	2
2.03 <i>Shop Drawings and Samples</i>	2
2.04 <i>Liquidated Damages</i>	2
Article 3— Procurement Contract Price	3
3.01 <i>Procurement Contract Price and Total Price</i>	3
3.02 <i>Procurement Contract Price and Total Price—Based on Attached Bid</i>	4
Article 4— Payment Procedures	4
4.01 <i>Submittal and Processing of Applications for Payment</i>	4
4.02 <i>Progress Payments; Final Payment</i>	4
4.03 <i>Interest</i>	5
Article 5— Procurement Contract Documents	5
5.01 <i>List of Procurement Contract Documents</i>	5
Article 6— Seller’s Representations and Certifications	6
6.01 <i>Seller’s Representations</i>	6
6.02 <i>Seller’s Certifications</i>	6
Article 7— Confidentiality	7
7.01 <i>Confidential Information</i>	7
7.02 <i>Disclosure of Confidential Information</i>	7
7.03 <i>Waiver of Immunity</i>	8
Article 8— Mutual Waiver	8

8.01 *Mutual Waiver of Consequential Damages* 8

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **Storey County** ("Buyer") and [formal name of entity] ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: assist contractor in start-up and provide training.

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Gold Hill Package Wastewater Treatment Plant. The project consists of providing a package wastewater treatment plant complete with influent grinding and pumping, equalization, sludge storage, disinfection, control panel and appurtenances as detailed in the specifications.

1.03 *Engineer*

- A. Buyer has retained Farr West Engineering ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

- A. The Point of Destination is designated as: 2305 Main Street, Gold Hill, NV 89428.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	30 days	
Deliver acceptable Goods to Point of Destination	180 days	Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery 180 days (but not earlier than 120 days) after the date when Contract Times commence.
Commence Special Services for Goods	TBD	If commencement is linked to delivery, "delivery" means date of Buyer's acknowledgment of receipt
Complete Special Services for Goods	TBD	Dependent on Contractor progress.
Readiness for Final Inspection and Acceptance of Goods and Special Services	TBD	Dependent on Contractor progress.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 15 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. ~~Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$500 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.~~

Exhibit B—Surety's Consent to Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

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ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 Procurement Contract Price and Total Price

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of \$[amount] for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.
- C. For all Unit Price Goods and Special Services furnished by Seller in accordance with the Procurement Contract Documents, Buyer shall pay Seller an amount equal to the sum of the extended prices (established for each separately identified unit price item by multiplying the unit price times the actual quantity of that item).

Unit Price Goods and Special Services					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price items (subject to final adjustment based on actual quantities)					\$

- 1. The extended prices set forth as of the Effective Date of the Procurement Contract for unit price items are based on estimated quantities.
- 2. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of determining an initial Procurement Contract Price. Payments to Seller for Unit Price Goods and Special Services will be based on actual quantities.
- 3. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller’s overhead and profit for each separately identified unit price item.
- 4. Engineer will determine the actual quantities and classifications of unit price items furnished by Seller. Engineer will review with Seller the Engineer’s preliminary determinations on such matters before rendering a written decision (by recommendation of an Application for Payment or otherwise). Engineer’s written decision will be final and binding upon Buyer and Seller (except as modified by Engineer to reflect changed factual conditions or more accurate data), subject to the provisions of Article 12 of the General Conditions.
- 5. The final adjustment of Procurement Contract Price with respect to Unit Price Goods and Special Services will be set forth in a Change Order.

- D. Buyer's Contingency Allowance is stipulated as \$[amount]. If no amount is stated, the Buyer's Contingency Allowance is zero. Buyer's use of such allowance, including resulting compensation of Buyer, is governed by Paragraph 11.06 of the General Conditions.
- E. The Total Price is \$[amount]. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 Procurement Contract Price and Total Price—Based on Attached Bid

- A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any.

ARTICLE 4—PAYMENT PROCEDURES

4.01 Submittal and Processing of Applications for Payment

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 Progress Payments; Final Payment

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Engineer Approved Submittal	30%
2. Delivery of Equipment to Buyer	60%
3. Successful Completion of Performance Testing ¹	10%
Total Procurement Contract Price (Lump Sum)	100%

1 Payment Line Item 3. Will be due six (6) months after plant startup pending successful negotiation of said payment with the Buyer.

- B. For Unit Price Goods and Special Services, if any, or for payments owed to Seller as a result of authorizations by Buyer under the Buyer's Contingency Allowance (if any), Seller shall submit a separate Application for Payment, no more frequently than monthly, that states (1) the actual quantities of such Unit Price Goods and Special Services that have been furnished, and the applicable unit prices; and (2) the services or items performed or furnished under the Buyer's Contingency Allowance, and the amounts owed. If practical, and at Seller's option, Seller may apply for such unit price and Buyer's Contingency Allowance payments in a separate section of an Application for Payment submitted under Paragraph 4.02.A for lump sum items.

- C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest at the statutory rate per annum.

ARTICLE 5—PROCUREMENT CONTRACT DOCUMENTS

5.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents.
 - 5. Addenda Numbers **[list those Addenda that are Procurement Contract Documents]**.
 - 6. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 7. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
 - b. Exhibit B, Surety's Consent to Assignment.
 - c. Documentation submitted by Seller **[identify]**; and
 - 8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 6—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
1. Seller has examined and carefully studied the Procurement Contract Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
 7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 7—CONFIDENTIALITY

7.01 Confidential Information

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

7.02 Disclosure of Confidential Information

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:
 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
 4. Buyer has a good faith belief that disclosure is required or justified; or

5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

7.03 *Waiver of Immunity*

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 8—MUTUAL WAIVER

8.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is **[date to be inserted at the time of execution]**.

Buyer	Seller
_____	_____
<i>(typed or printed name of organization)</i>	<i>(typed or printed name of organization)</i>
By: _____	By: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Date: _____	Date: _____
<i>(date signed)</i>	<i>(date signed)</i>
Name: _____	Name: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Attest: _____	Attest: _____
<i>(individual's signature)</i>	<i>(individual's signature)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Title: _____	Title: _____
<i>(typed or printed)</i>	<i>(typed or printed)</i>
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
<i>(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</i>	
_____	_____
_____	_____

NOTICE TO PROCEED

Buyer:	Buyer's Contract No.:
Seller:	Seller's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO SELLER:

Buyer hereby notifies Seller that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Seller shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Seller must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Buyer:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

**SECTION 00610
PERFORMANCE BOND
FOR PROCUREMENT CONTRACTS**

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

SELLER (Name and Address):

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

BUYER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)
Address:

Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
Address:
Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer for the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. If Seller performs the Contract, Surety and Seller have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Buyer Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Buyer has notified Seller and Surety pursuant to Paragraph 10 that Buyer is considering declaring a Seller Default and has requested and attempted to arrange a conference with Seller and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. (If Buyer, Seller, and Surety agree, Seller shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Buyer's right, if any, subsequently to declare a Seller Default); and
 - 3.2. Buyer has declared a Seller Default and formally terminated Seller's right to complete the Contract. Such Seller Default shall not be declared earlier than 20 days after Seller and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Buyer has agreed to pay the Balance of the Contract Price to:
 - a. Surety in accordance with the terms of the Contract;
 - b. Another seller selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Buyer has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Seller, with consent of Buyer, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified sellers acceptable to Buyer for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Buyer and a seller selected with Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to Buyer the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Buyer resulting from Seller Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances, either:
 - a. determine the amount for which it may be liable to Buyer and, as soon as practicable after the amount is determined, tender payment therefor to Buyer; or

- b. deny liability in whole or in part and notify Buyer citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Buyer to Surety demanding that Surety perform its obligations under this Bond, and Buyer shall be entitled to enforce any remedy available to Buyer. If Surety proceeds as provided in paragraph 4.4, and Buyer refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Buyer shall be entitled to enforce any remedy available to Buyer.
6. After Buyer has terminated Seller's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of Surety to Buyer shall not be greater than those of Seller under the Contract, and the responsibilities of Buyer to Surety shall not be greater than those of Buyer under the Contract. To a limit of the amount of this Bond, but subject to commitment by Buyer of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. the responsibilities of Seller for correction or replacement of defective Goods and Special Services and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Seller's Default, and resulting from the actions of or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Seller.
7. Surety shall not be liable to Buyer or others for obligations of Seller that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Buyer or its heirs, executors, administrators, successors, or assigns.
8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location of the Point of Destination, and shall be instituted within two years after Seller Default or within two years after Seller ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Buyer or Seller shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. *Balance of the Contract Price*: The total amount payable by Buyer to Seller under the Contract after all proper adjustments have been made, including allowance to Seller of any amounts received or to be received by Buyer in settlement of insurance or other Claims for damages to which Seller is entitled, reduced by all valid and proper payments made to or on behalf of Seller under the Contract.
- 12.2. *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. *Seller Default*: Failure of Seller, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

**PAYMENT BOND
FOR PROCUREMENT CONTRACTS**

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

SELLER (Name and Address):

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

BUYER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Bond Number:

Amount:

Modifications to this Bond Form:

Surety and Seller, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
(Attach Power of Attorney)
Address:
Telephone Number:

(Space is provided below for signatures of additional parties, if required.)

Seller as Principal

Company: (Corp. Seal)

Signature:
Name and Title:

Surety

Company: (Corp. Seal)

Signature:
Name and Title:
Address:
Telephone Number:

1. Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Buyer to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference. For purposes of this bond, Buyer means Buyer's assigns, if and when Buyer has assigned the Contract.
2. With respect to Buyer, this obligation shall be null and void if Seller:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless Buyer from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Buyer has promptly notified Seller and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Seller and Surety, and provided there is no Buyer Default.
3. With respect to Claimants, this obligation shall be null and void if Seller promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Seller have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Seller:
 - a. Have furnished written notice to Seller and sent a copy, or notice thereof, to Buyer, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - b. Have either received a rejection in whole or in part from Seller or not received within 30 days of furnishing the above notice any communication from Seller by which Seller had indicated the claim will be paid directly or indirectly; and
 - c. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Buyer stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Seller.
5. If a notice required by Paragraph 4 is given by Buyer to Seller or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Buyer to Seller under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Seller furnishing and Buyer

accepting this Bond, they agree that all funds earned by Seller in the performance of the Contract are dedicated to satisfy obligations of Seller and Surety under this Bond, subject to Buyer's priority to use the funds for the completion of the furnishing the Goods and Special Services.

9. Surety shall not be liable to Buyer, Claimants or others for obligations of Seller that are unrelated to the Contract. Buyer shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Goods relevant to the claim are located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Buyer or Seller shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Buyer or Seller, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Seller shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 *Claimant*: An individual or entity having a direct contract with Seller or with a Subcontractor of Seller to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for furnishing the Goods and Special Services by Seller and Seller's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 *Contract*: The agreement between Buyer and Seller identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 *Buyer Default*: Failure of Buyer, which has neither been remedied nor waived, to pay Seller as required by the Contract or to perform and complete or comply with the other terms thereof.

00700
GENERAL CONDITIONS
TABLE OF CONTENTS

	<u>Page</u>
Article 1 – DEFINITIONS AND TERMINOLOGY.....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	4
Article 2 – PRELIMINARY MATTERS	5
2.01 Delivery of Bonds	5
2.02 Evidence of Insurance	5
2.03 Copies of Documents	5
A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.....	5
2.04 Commencement of Contract Times; Notice to Proceed.....	5
2.05 Designated Representatives.....	5
2.06 Progress Schedule	6
2.07 Preliminary Conference.....	6
2.08 Safety.....	6
Article 3 – CONTRACT DOCUMENTS: INTENT AND AMENDING	6
3.01 Intent.....	6
3.02 Standards, Specifications, Codes, Laws and Regulations	7
3.03 Reporting and Resolving Discrepancies	7
3.04 Amending and Clarifying Contract Documents.....	8
Article 4 – BONDS AND INSURANCE	9
4.01 Bonds.....	9
4.02 Insurance	9
4.03 Licensed Sureties and Insurers	10
Article 5 – SELLER’S RESPONSIBILITIES	10
5.01 Supervision and Superintendence	10
5.02 Labor, Materials and Equipment.....	10
5.03 Laws and Regulations	10
5.04 Or Equals.....	11
5.05 Taxes	12
5.06 Shop Drawings and Samples.....	12
5.07 Continuing Performance	14
5.08 Seller’s Warranties and Guarantees	14
5.09 Indemnification	15
5.10 Delegation of Professional Design Services	16
Article 6 – SHIPPING AND DELIVERY	17
6.01 Shipping	17
6.02 Delivery.....	17

6.03	Risk of Loss.....	17
6.04	Progress Schedule	17
Article 7 – CHANGES: SCHEDULE AND DELAY		18
7.01	Changes in the Goods and Special Services.....	18
7.02	Changing Contract Price or Contract Times	18
Article 8 – BUYER’S RIGHTS.....		19
8.01	Inspections and Testing.....	19
8.02	Non-Conforming Goods and Special Services.....	20
8.03	Correction Period	22
Article 9 – ROLE OF ENGINEER.....		22
9.01	Duties and Responsibilities	22
9.02	Clarifications and Interpretations	22
9.03	Authorized Variations	22
9.04	Rejecting Non-Conforming Goods and Special Services	22
9.05	Decisions on Requirements of Contract Documents.....	23
9.06	Claims and Disputes.....	23
Article 10 – PAYMENT		24
10.01	Applications for Progress Payments	24
10.02	Review of Applications for Progress Payments.....	24
10.03	Amount and Timing of Progress Payments.....	25
10.04	Suspension of or Reduction in Payment	26
10.05	Final Application for Payment.....	26
10.06	Final Payment.....	26
10.07	Waiver of Claims	27
Article 11 – CANCELLATION, SUSPENSION, AND TERMINATION.....		27
11.01	Cancellation.....	27
11.02	Suspension of Performance by Buyer	27
11.03	Suspension of Performance by Seller.....	27
11.04	Breach and Termination.....	28
Article 12 – LICENSES AND FEES.....		29
12.01	Intellectual Property and License Fees.....	29
12.02	Seller’s Infringement.....	29
12.03	Buyer’s Infringement	30
12.04	Reuse of Documents.....	30
12.05	Electronic Data.....	31
Article 13 – DISPUTE RESOLUTION.....		31
13.01	Dispute Resolution Method.....	31
Article 14 – MISCELLANEOUS		32
14.01	Giving Notice	32
14.02	Controlling Law	32

14.03	Computation of Time	32
14.04	Cumulative Remedies	32
14.05	Survival of Obligations	33
14.06	Entire Agreement	33

STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
 3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*— The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
 8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.
16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and

the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
30. *Seller*—The individual or entity furnishing the Goods and Special Services.
31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.
2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.
3. The word “receipt” when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.

4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.
- C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 Evidence of Insurance

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 Copies of Documents

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 Designated Representatives

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.

- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.

- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract:*
Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
2. *Seller's Review of Contract Documents During the Performance of the Contract:*
If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services affected thereby until an amendment to or clarification of the Contract Documents has been issued.

3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.
- B. *Resolving Discrepancies*: Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.
- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 3. Engineer's written interpretation or clarification.

ARTICLE 4 – BONDS AND INSURANCE

4.01 *Bonds*

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.

4.03 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 – SELLER’S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.

- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 *Or Equals*

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and
 - b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed

item will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 *Taxes*

- A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 *Shop Drawings and Samples*

- A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.
- B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.
- C. *Submittal Procedures:*
 - 1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:
 - a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

- b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.
2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.
4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. *Resubmittal Procedures:*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
 - 2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:
 - 1. observations by Buyer or Engineer;

2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 3. use of the Goods by Buyer;
 4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
 5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
 6. any inspection, test or approval by others; or
 7. any correction of non-conforming Goods and Special Services by Buyer.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.
- F. Seller makes no implied warranties under this Contract.

5.09 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent cause by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 *Delegation of Professional Design Services*

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.
- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 – SHIPPING AND DELIVERY

6.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 *Delivery*

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

6.04 *Progress Schedule*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 – CHANGES: SCHEDULE AND DELAY

7.01 Changes in the Goods and Special Services

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.
- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 Changing Contract Price or Contract Times

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of

Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller.

- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 – BUYER'S RIGHTS

8.01 *Inspections and Testing*

A. *General:*

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or

testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.
3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services,

or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods as provided in Paragraph 8.02.E.

- E. Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

F. *Buyer's Rejection of Conforming Goods:*

If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

8.03 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by Laws or Regulations or by the terms of any specific provisions of the Contract Documents.

ARTICLE 9 – ROLE OF ENGINEER

9.01 *Duties and Responsibilities*

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 *Clarifications and Interpretations*

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 *Authorized Variations*

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 *Rejecting Non-Conforming Goods and Special Services*

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph

8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 *Decisions on Requirements of Contract Documents*

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.
- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.

- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 – PAYMENT

10.01 Applications for Progress Payments

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 - 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 - 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 Review of Applications for Progress Payments

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to

recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.
3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 *Amount and Timing of Progress Payments*

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
 - 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 - 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- A. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

10.07 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 – CANCELLATION, SUSPENSION, AND TERMINATION

11.01 *Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 *Suspension of Performance by Seller*

- A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 *Breach and Termination*

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,
 - b. wrongful repudiation of the Contract, or
 - c. delivery or furnishing of non-conforming Goods and Special Services.
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

- a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
- b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 – LICENSES AND FEES

12.01 Intellectual Property and License Fees

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 Seller's Infringement

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 *Buyer's Infringement*

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 *Reuse of Documents*

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition

will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 – DISPUTE RESOLUTION

13.01 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.
- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 – MISCELLANEOUS

14.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

14.06 *Entire Agreement*

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

SECTION 00800

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

TABLE OF CONTENTS

	Page
SC 1.01.A.7	2
SC 1.01.A	2
SC 2.05	2
SC 5.01	2
SC 5.02	3
SC 7.06	6
SC 11.03	7
SC 13.01	7
SC 13.08	7
SC 14.04	8
SC 11.02.C	9
SC 14.05	9
SC 13.01.E	9
SC 15.10	9
SC 15.11	9
SC 15.12	10
SC 15.13	10
SC 15.14	10
SC 15.15	11
SC 15.16	11
SC 15.17	11
SC 15.18	12
SC 15.19	12

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts, EJCDC P-700 (2019 Edition), and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

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

SC 1.01.A.7 Add the following language at the end of last sentence of Paragraph 1.01.A.7:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.

SC 1.01.A Add the following new Paragraph after Paragraph 1.01.A.40

41. Agency – The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices, therefore, the Agency for these documents is USDA Rural Development.

SC 2.05 Delete paragraph 2.05.A in its entirety and insert the following in its place

A. A preliminary conference will only be held if specifically identified in the bidding documents. If identified, within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

SC 5.01 Replace paragraph 5.01.B with the following:

B. All Sureties and Insurance Companies shall be authorized to do business in the State of Nevada and shall have an A.M. Best rating of A++, A+ or A, with a Financial Size Category of VIII or better. In the event that the Insurer fails to maintain an A.M. Best rating of A++, A+ or A, with a Financial Size Category of VIII or better, the Seller shall immediately retain a Surety which does meet the above requirements. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

SC 5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained shall:

1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds Buyer, Seller, Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered by the policy. All policies must 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 of the insureds or additional insureds thereunder. Buyer and Seller waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and

damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Buyer as trustee or otherwise payable under any policy so issued;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.02 and 10.01;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC-5.02.I will so provide);
6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03;
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter); and
8. with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.02 of the General Conditions, include professional liability coverage by endorsement or otherwise.

H. The limits of liability for the insurance required by Paragraph SC-5.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

State:	<u>Statutory</u>	
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>	Jones Act coverage, if appli
Bodily injury by accident, each accident	\$ <u>1,000,000</u>	
Bodily injury by disease, aggregate	\$ <u>1,000,000</u>	

Employer's Liability:

Bodily injury, each accident	\$ <u>1,000,000</u>
Bodily injury by disease, each employee	\$ <u>1,000,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of

\$ 1,000,000

~~Foreign voluntary worker compensation~~

N.A.

2. Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph SC-5.02.F.6:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

Property Damage:

~~Each accident~~ \$ 1,000,000

Combined Single Limit of \$ 1,000,000

4. Professional Liability (if professional services have been delegated to Seller pursuant to Paragraph 5.10):

Per Occurrence \$ N/A

General Aggregate \$ N/A

I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of nonconformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-5.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

K. Seller agrees to maintain required workers compensation coverage throughout the entire term of the contract. If Seller does not maintain coverage throughout the entire term of the contract, Seller agrees that the Buyer may, at any time the coverage is not maintained by Seller, order the Seller to stop work, suspend the contract, or terminate the contract. Seller further agrees, if applicable (and Seller bears the sole responsibility for producing proof satisfactory to the Buyer that these provisions are not applicable to Seller), as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Buyer to make any payment under this contract to provide the Buyer with a certificate of a qualified insurer in accordance with NRS 616B.627 certifying that the Seller has complied with the provisions of chapters 616A to 626D of NRS.

SC 7.06 Add the following new paragraph immediately after Paragraph 7.06:

F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. On the 4th submittal of an item, Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and at the

discretion of the Buyer, Seller shall reimburse Buyer for Engineer's charges for such time.

G. In the event that Seller requests a change of a previously submitted item (regardless of approval of the item), Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller.

H. Engineers shop drawing review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during the review do not relieve Seller from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Seller/Contractor is responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences, and procedures of construction; coordination of the work of all trades; and for performing all work in a safe and satisfactory manner.

SC 11.03 Add the following new paragraphs immediately after Paragraph 11.03.B:

C. All costs submitted by the Seller to the Engineer or Buyer for any change in work (Buyer initiated, Engineer initiated, or Seller initiated) must be submitted to the Engineer in writing. Cost should be categorized as to work being completed by the Seller or a subcontractor.

D. The Seller's fee for overhead and profit shall be determined as follows:

1. A mutually acceptable fee; or
2. If a fixed fee is not agreed on, then Seller's fee for materials provided and work performed by Seller shall be 15 percent. The Seller's for materials provided and work performed by a subcontractor shall be 5 percent.

SC 13.01 Add the following new paragraph immediately after Paragraph 13.01.D

E. All applications for payment shall be submitted to Buyer on the EJCDC Application for Payment Form (Section 01999 and include original signatures).

SC 13.08 Add the following new paragraph immediately after Paragraph 13.07:

SC 13.07 *Unit Price Goods and Special Service*

A. Where the Contract Documents provide that all or part of the furnishing of the Goods and Special Services is to be paid for with unit prices, initially the Contract Price will be deemed to include, for all Unit Price Goods and Special Services, an amount equal to the sum of the products resulting from multiplication of the unit price for each separately identified item of Unit Price Goods and Special Services by the estimated quantity of each such item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Goods and Special Services are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Goods and Special Services furnished by Seller will be made by Engineer subject to the provisions of Paragraph SC- **13.01**.

C. Each unit price will be deemed to include an amount considered by Seller to be adequate to cover Seller's overhead and profit for each separately identified item.

D. Buyer or Seller may make a Claim for an adjustment in the Contract Price in accordance with Paragraph **12.01** if:

1. the quantity of any item of Unit Price Goods and Special Services furnished by Seller differs materially and significantly from the estimated quantity of such item indicated in the Agreement, and
2. there is no corresponding adjustment with respect to any other item of Unit Price Goods and Special Services; and
3. Seller believes that Seller is entitled to an increase in Contract Price as a result of having incurred additional expense or Buyer believes that Buyer is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

SC 14.04 Add the following new paragraphs immediately after paragraph **14.04.B**:

C. This Contract may be terminated in whole or in part in writing by the Buyer for its convenience, provided that the Seller is given written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

D. If termination for breach is effected by the Buyer, and equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Seller at the time of termination may be adjusted to cover any additional costs to the Buyer because of the Seller's default. If termination for breach is effected by the Seller, or if termination for convenience is effected by the Buyer, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Seller for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Seller relating to commitments which had become firm prior to the termination.

E. Upon receipt of a termination action under paragraphs **14.04.C** or **14.04.D** above, the Seller shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Buyer all data, Drawings, Specifications, reports, estimates, summaries and such other information and materials as

may have been accumulated by the Seller in performing this Contract, whether completed or in process.

F. Upon termination under paragraphs 14.04.C or 14.04.D above, the Buyer may take over the work and may award another party a contract to complete the work under this Contract.

G. If, after termination for failure of the Seller to fulfill contractual obligations, it is determined that the Seller had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Buyer. In such event, adjustment of the Contract Price shall be made as provided in paragraph 14.04.D of this clause.

SC 11.02.C Add the following new Paragraph after Paragraph 11.02.B:

C. All Contract Change Orders must be concurred in by Agency before they are effective.

SC 14.05 Add new paragraph after 14.04

SC 14.05 *Electronic Data*

A. Copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon include printed copies (also known as hard copies) and electronic data files (electronic media format of text, data, graphics, or other types). If there is any discrepancy between information furnished by hard copy and electronic data files the receiving party shall notify the sending party in writing and seek clarification as to whether the hard copies or electronic data files govern.

SC 13.01.E Add the following new Paragraph after Paragraph 13.01.D:

D. The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

SC 15.10 Add the following language as Paragraph 15.10 with the title “**Agency Not a Party**”:

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

SC 15.11 Add the following sections after Article 15.10 with the title “**Contract Approval**”:

A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that Owner’s attorney can complete and execute the following “Certificate of Owner’s Attorney” (Exhibit I of RUS Bulletin 1780-26) before Owner submits the executed Contract Documents to Agency for approval.

B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

SC 15.12 Add the following language after Article 15.11.B with the title “**Conflict of Interest & Gratuities**”:

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

SC 15.13 Add the following language after Article 15.12.A with the title “**Gratuities**”:

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 15.13.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

SC 15.14 Add the following language after Article 15.13.B with the title “**Small, Minority and Women's Businesses**”:

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SC 15.15 Add the following after Article 15.14.A (5) with the title "**Anti-Kickback**":

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Owner shall report all suspected or reported violations to Agency.

SC 15.16 Add the following after Article 15.15.A with the title "**Equal Employment Opportunity**":

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp. p. 339) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

SC 15.17 Add the following after Article 15.16.A with the title "**Byrd Anti-Lobbying Amendment (U.S.C. 1352)**":

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certified to the Contractor 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are

forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by owner.

SC 15.18 Add the following after Article 15.17.A. With the title “**Debarment and Suspension (Executive Orders 12549 and 12689)**”:

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 1249.

SC 15.19 Add the following language after Article 15.18:

A. The Contractor shall notify the Owner immediately upon discovery of any historic property or resource as defined in the National Historical Preservation Act. Historic resources include any prehistoric or historic district, site, building, structure, or object including artifacts and material remains related to such a property or resource. When any artifact, site, or other historic or prehistoric evidence is found during the course of work, the Contractor shall immediately cease work at the location, and to the fullest extent possible preserve the site in its natural state. The Owner will immediately notify the Nevada State Historic Preservation Office and the USDA – Rural Development of the discovery to allow for an assessment of the site with regards to its historical significance. The Contractor shall limit his Work on the project so as not to cause any harm or damage to the historical site until he is notified in writing that he may proceed with the Work at the site of the historical finding. The Contractor shall cooperate to the fullest extent possible with the Nevada State Historic Preservation Office until a determination can be made as to the deposition of the historical finding (NRS 383.121)

00820

SRF Requirements Section

- **Federal Cross-Cutters**
- **Certification Regarding Lobbying**
- **DBE Guidance to Borrowers & Contractors (Includes Required Forms)**
- **Waiver for Nevada Contractor's Preference**
- **Wage Rate Requirement's including Required Site Postings & Wage Comparison Worksheet**
- **Federal Debarment**
- **Implementation of American Iron & Steel Provisions of P.L. 113-76, Consolidated Appropriations Act, 2014 (Final Guidance March 20, 2014)**
- **Public Awareness/Project Sign**
- **State Historic Preservation**

Federal Cross-Cutters

Cross-Cutting Federal Authorities

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

Environmental Authorities

- o Archaeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Protection and Enhancement of the Cultural Environment, Executive Order 11593
- o Clean Air Act, Pub. L. 95-95, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended

Economic and Miscellaneous Authorities

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

Disadvantaged Business Enterprise Authorities

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No. 11625, 12138, and 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements

Certification Regarding Lobbying

Exhibit C



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

DBE Guidance to Borrowers & Contractors
(Includes Required Forms)

State Revolving Fund

Disadvantaged Business Enterprise Program

Guidance to Borrowers & Contractors

Table of Contents

Section 1: Overview

Section 2: Definition of Disadvantaged Business Enterprise

Section 3: Disadvantaged Business Enterprise (DBE) Requirements and Contract
Conditions **to be included in contracts**

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Listing of Sources to Identify and Certify DBEs

Appendix A: DBE Reporting Form 5700-52A Part II

Appendix B: Report 6100-4 – DBE Subcontractor Utilization

Appendix C: Report 6100-3 – DBE Subcontractor Performance

Appendix D: Report 6100-2 – DBE Subcontractor Participation

State Revolving Fund

Disadvantaged Business Enterprise Program

Section 1: Overview

As stipulated by the Environmental Protection Agency (EPA), Nevada State Revolving Fund (SRF) borrowers and their contractors are required to make good faith efforts to utilize businesses classified as Disadvantaged Business Enterprises (DBEs) for goods and services associated with SRF financed projects. A borrower and their contractors should utilize DBEs through prime contracting, subcontracting, joint-ventures, other business relationships, and through the procurement of supplies, materials, and equipment.

Section 2: Definition of Disadvantaged Business Enterprise (DBE)

A DBE is a business owned and/or controlled by socially and economically disadvantaged individuals including Minority and Women Business Enterprises.

Minority Business Enterprise (MBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are Black, Hispanic, Portuguese, Asian American, American Indian, or groups found to be economically and socially disadvantaged by the U.S. Small Business Administration pursuant to Section 8(a) of the Federal Small Business Act.

Women Business Enterprise (WBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are women.

Section 3: Disadvantage Business Enterprise (DBE) requirements and contract conditions

The following pages include conditions which must be included in all bidding and contract documents for SRF financed projects including:

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Nevada State Revolving Fund Disadvantaged Business Enterprise (DBE) and Contract Conditions

The DBE Solicitation and Contract Conditions must be physically included in all bidding and contract documents for SRF financed projects.

DBE Related Laws, Rules, and Regulations

This project is being financed in whole or in part by the Nevada State Revolving Fund (SRF). The borrower is required to comply with the following laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1. Ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap: Title VI of the Civil Rights Act of 1964 (P.L. 88-352, Section 504 of the Rehabilitation Act, P.L. 93-112 (87 Stat. 355, 29 U.S.C. Sec. 794), Older Americans Act (P.L. 94-135, 89 Stat. 713, 89 Stat. 728 Sec. 303, 42 U.S.C. 6102).
2. Encourages recipients of federal funds to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement: Executive Orders 11625, 12138 and 12432; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 4370d); a 1993 appropriations act ("EPA's 8% statute"); Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute").
3. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended: Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000. Information on debarment is available at the following website: www.sam.gov.
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
5. Prohibits discrimination by federal contractors and subcontractors for reasons of race, color, religion, sex, and national origin: Equal Employment Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Inclusion of the seven clauses (located below in the Equal Employment section) from Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.

Equal Employment (must be included in all contracts over \$10,000)

During the performance of this contract, the contractor agrees as follow:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

DBE Participation Goals

Borrowers and their prime contractors must follow and document good faith efforts to meet the DBE Participation Goals listed below:

Goods or Services	MBE Participation Goal	WBE Participation Goal
Construction	2%	2%
Equipment	1%	1%
Services	1%	2%
Supplies	1%	1%

The DBE Participation Goals are not quotas – SRF will not penalize a borrower and their contractors if they cannot meet the goals. However, SRF will require a borrower and their contractors to make a good faith effort to meet these goals.

Good Faith Effort for DBE Participation

EPA defines "Good Faith Effort" to include, at a minimum, the following actions by a borrower and their contractors and sub-contractors:

1. Include DBEs on solicitation lists.
2. Assure that DBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible. Encourage the joint submission of bids by multiple DBE businesses.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce (MBDA) OR State/Regional/Local equivalent.
6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined.

DBE Contract Terms and Conditions

The following conditions must be included in all procurement contracts entered into by the borrower and their contractors and subcontractors for SRF financed projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the loan recipient.
2. The prime contractor must document its efforts towards meeting the six "Good Faith Efforts for DBE Participation" even if the prime contractor has achieved its fair share objectives.
3. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six "Good Faith Efforts for DBE Participation" if soliciting a replacement subcontractor.
5. All DBE procurements whether from bid documents or subsequent draw request are to be **reported on form 5700-52A to the SRF.**
6. The prime contractor must submit **Form 6100-4 – DBE Subcontractor Utilization** to the borrower as part of bid proposals.
7. The prime contractor must ensure DBE subcontractors submit **Form 6100-3 – DBE Subcontractor Performance.** In turn, the prime contractor submits the forms to the borrower.
8. The prime contractor must provide **Form 6100-2 – DBE Subcontractor Participation** to DBE subcontractors. DBE subcontractors may submit Form 6100-2 to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

Report	Provided By:	Completed By:	Submitted To:	Appendix
DBE Reporting Form 5700-52A Part II	SRF	Borrower	SRF	A
Form 6100-4	Borrower	Prime Contractor	Borrower	B
Form 6100-3	Prime Contractor	Sub-Contractor	Borrower	C
Form 6100-2	Prime Contractor	Sub-Contractor	EPA, Region 9	D

8. Each procurement contract signed must include the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Sources to Identify and Certify DBEs

Source	Phone	Website/E-mail
Nevada Department of Transportation Civil Rights Program (DBE assistance and list)	External Civil Rights and Contract Compliance-Nevada Unified Certification Program 800-267-1971	http://nevadadbe.com
Nevada Department of Transportation DBE Program		http://nevadadot.com/nevadaDBE/dbe.aspx
Nevada Governor's Office of Economic Development – Procurement Outreach Program	800-336-1600	http://diversifynevada.com/programs-resources/procurement-outreach
Nevada Small Business Development Center (NSBDC)	800-240-7094 DBE assistance 775-687-9921	http://dbe.nsbdc.org/
Hispanic Business Nevada		http://hispanicbusinessnevada.com/
US Environmental Protection Agency Small Business Program		http://www.epa.gov/osbp/dbe_team.htm
US Small Business Admin. (SBA)		http://www.sba.gov/
Minority Business Development Agency-US Dept. of Commerce		http://www.mbda.gov/

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix A

DBE Reporting Form 5700-52A Part II

When requesting loan draws which involve procurements to MBE/WBE businesses, information must be reported on forms provided by SRF as shown on the next page.

Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.
7. Send to SRF.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per

response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix B

Form 6100-4 – DBE Subcontractor Utilization

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix C

Form 6100-3 – DBE Subcontractor Performance

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix D

Form 6100-2 – DBE Subcontractor Participation

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Waiver for Nevada Contractor's Preference

**Contractor's Waiver of Preferential Bidder Status
(NRS 338.147)**

Contract:

As a condition of award of the said Contract, the undersigned Bidder acknowledges that he is aware of the provisions of Nevada Revised Statute 338.147, which provides for Preferential Bidder Status in Award of the Contract.

The undersigned Bidder further agrees to waive and does hereby waive all his rights to Preferential Bidder Status as provided by said statute, upon the understanding that the regulations of the lending agency prohibit such investment and that, without this waiver, loan and/or grant funds for this Project will not be available.

IN WITNESS WHEREOF, Bidder has executed these presents this

_____ day of _____, _____.

Bidder

By _____

Title _____

NOTE: This instrument should be executed by the officer who executes the contract and in the same manner.

***Wage Rate Requirement's including Required
Site Postings & Wage Comparison Worksheet***

FEDERAL & STATE PREVAILING WAGES

The higher of the Federal or State prevailing wage rates, as established by the Davis-Bacon Act and the Nevada Labor Commission shall be paid for all classifications of labor on this project. Should a classification be missing from the Davis-Bacon rates the CONTRACTOR shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the OWNER for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by CONTRACTOR.

Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify if any up-dates or addendums have been issues for either the Federal Davis-Bacon wage determination(s) or State prevailing wage rates. Davis-Bacon wage determinations are published on the Wage Determinations On Line website (<https://www.wdol.gov/>). Nevada State Prevailing wages are published on the Nevada Labor Commissioner's website ([http://labor.nv.gov/PrevailingWage/Public Works Prevailing Wages/](http://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/)). The successful bidder will be required to provide the current Federal and State Prevailing Wages used in preparation of their bid (wage comparison worksheet).

The CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the project. The weekly payroll records shall be certified and shall be submitted to the OWNER within seven (7) days after the regular pay date for the pay period. Submission of the certified payrolls shall be a condition precedent for processing the progress payment. The CONTRACTOR shall collect the wage reports from the Sub-Contractors and ensure the receipt of a certified copy of each weekly payroll for submission to the OWNER as one complete package.

Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the OWNER, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the CONTRACTOR or any subcontractor under him/her, or is not reported to the OWNER as required by NRS 338.070.

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

Preamble

With respect to the Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated Appropriations Act For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, of EPA Region 9, for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Consolidated Appropriations Act, 2017, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

Standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor,

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements Under The Consolidated Appropriations Act, 2017 (P.L. 115-31) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under –FY 2017 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

Under the FY 2017 Consolidated Appropriations Act -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds,-. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to Elizabeth Borowiec, borowiec.elizabeth@epa.gov , 415-972-3419, EPA Region 9, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2017 Consolidated Appropriations Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

DAVIS-BACON REQUIREMENTS (EXHIBIT D)

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

CERTIFIED PAYROLLS

The CONTRACTOR shall prepare and submit Certified Payroll Reports weekly and provide all information as requested by the Owner. The CONTRACTOR may utilize Form WH-347 or a similar form that at a minimum contains the same information.

For weeks when no work is performed, the CONTRACTOR shall prepare and submit a Certified Non-Performance Payroll Report. The CONTRACTOR may utilize the State of Nevada Non-performance Payroll Form.

Instructions for Completing Payroll Form, WH-347

(see also <http://www.dol.gov/whd/forms/wh347instr.htm>)

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

STATE OF NEVADA



OFFICE OF THE LABOR COMMISSIONER
www.LaborCommissioner.com

NON-PERFORMANCE PAYROLL REPORT FOR PUBLIC WORKS PROJECTS

Pursuant to Chapter 338 of the NRS and NAC, respectively, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month.

Report # _____ Regular Weekly Report _____ Final Report for Project _____

Bid/Project # _____ PWP- _____

Project Title _____

Prime Contractor Name _____

Subcontractor Name _____

Public Body Awarding Contract _____

Payroll period _____ to _____
Month and Day Year Month and Day Year

I hereby certify that no employees or owner/operators were used on the construction of this Public Works project during the payroll period above.

Name/Print _____ Signature _____ Title _____

_____ Date

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
NAME OF PRIME CONTRACTOR			LAST NAME		MI
			FIRST NAME		
NAME OF EMPLOYER			STREET ADDRESS		
			CITY		STATE
SUPERVISOR'S NAME		MI	WORK CLASSIFICATION		WAGE RATE
LAST NAME	FIRST NAME	MI			

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?		

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

MANDATORY JOB SITE POSTINGS

The State Prevailing wages, Davis-Bacon Wage Determination(s) and the Employee Rights Under the Davis-Bacon Act (aka Whistleblower) poster (Form WH-1321) - both English and Spanish where Spanish is commonly spoken - shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



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

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

2020 PREVAILING WAGE RATES NORTHERN NEVADA RURAL COUNTIES

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

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

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

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

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

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

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

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

Please see Assembly Bill 190 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

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

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

Zone Rates

The zone rate has been added to each applicable craft.

Premium Pay

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

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

CRAFT	RATE	Union or Non-union Rate
AIR BALANCE TECHNICIAN		
Air Balance Technician-Journeyman		Union 63.18
Air Balance Technician-Foreman		66.51
Air Balance Technician-General Foreman		69.84
See AIR BALANCE TECHNICIAN JOB DESCRIPTION		
<p>ADD ZONE RATE In addition to AIR BALANCE TECHNICIAN rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:</p> <p>Zone 1- 1 to 75 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base) Zone 2- 75 to 100 miles \$5.00 Zone 3- over 100 miles \$10.00 employee shall be provided reasonable lodging and meal expenses.</p> <p>A separate free zone will be established <u>for employees permanently residing</u> and working within a Seventy-Five (75) miles radius of the Elko County Courthouse, Nevada. Any work perform outside the Seventy-Five (75) miles radius from the Elko County Courthouse should be pay at Zone 3 Rate, the employee shall be provided reasonable lodging and meal expenses.</p> <p>Zone 1- 1 to 75 miles \$0.00 Zone 2- over 75 miles \$10.00 employee shall be provided reasonable lodging and meal expenses.</p> <p>ADD PREMIUM PAY All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:</p> <ol style="list-style-type: none"> For all hours worked over Eight (8) Hours in one day or shift. For the first Eight (8) Hours work on Saturday. <p>All hourly rates are subject to Double Time of the Regular Rate:</p> <ol style="list-style-type: none"> For all hours worked over Ten (10) Hours in one day or shift. For all hours worked over Eight (8) Hours on Saturday. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. 		
ALARM INSTALLER		Non-Union
Alarm Installer		31.62
<p>ALARM INSTALLER Includes but is not limited to:</p> <ol style="list-style-type: none"> Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system; Installing of wiring and signaling units; Repairing electrical protective signaling systems Starting up, programming and documenting systems; 		

BOILERMAKER	Non-Union
Boilermaker	65.94
BOILERMAKER Includes but is not limited to: <ol style="list-style-type: none"> 1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries; 2. Aligning structures or plate sections to assemble boiler frame tanks or vats; 3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces; 4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines. 	
BRICKLAYER	Union
Bricklayer-Journeyman	42.73
Bricklayer-Foreman	43.98
Bricklayer-General Foreman	45.73
See BRICKLAYER JOB DESCRIPTION ADD ZONE RATE In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada: Free Zone 1-0-34 Miles \$0.00 Zone 1-35-75 Miles \$2.50 Zone 2-Over 75 Miles \$8.12 ADD PREMIUM PAY (See Amendment 4) Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
CARPENTER	Union
Carpenter-Journeyman	49.36
Carpenter-Foreman	52.56
See CARPENTER JOB DESCRIPTION ADD ZONE RATE (Building and Heavy Highway and Dam Construction) In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse: Zone 1-0 to 75 miles \$0.00 (Road miles from the Washoe County Courthouse) Zone 2-75 to 150 miles \$4.00 Zone 3-150 to 300 miles \$5.00 Zone 4-over 300 miles \$6.00 ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	

CEMENT MASON	Union
Cement Mason-Journeyman	43.12
Cement Mason-Foreman	46.26

See CEMENT MASON JOB DESCRIPTION

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

ELECTRICIAN-COMMUNICATION TECHNICIAN	Union
Communication Installer	37.50
Communication Technician	41.41
Senior Technician	44.45

See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

Shift Rates

1. Swing shift to be paid at seventeen point three (17.3) percent the regular straight time rate for hours between 4:30pm and 1:00am.

2. Graveyard shift to be paid at thirty one point four (33.4) percent the regular straight time rate for hours between 12:30am and 9:00am.

3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

ELECTRICIAN-LINE	Union
Electrician-Groundman	42.28
Electrician-Lineman	64.02
Electrician-Foreman	70.19
Electrician-General Foreman	76.56
Heavy Equipment Operator	52.19

See ELECTRICIAN LINEMAN JOB DESCRIPTION

ADD PREMIUM PAY

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

ELECTRICIAN-NEON SIGN	Union
Electrician-Neon Sign	53.90

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

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

ADD PREMIUM PAY

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

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

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

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$0.75 cents per hour.

Third Shift (Graveyard) will be an additional \$1.00 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$3.25 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN

1. First employee on the job must have a CDL and Welder certification and shall be paid \$1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional \$1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman	59.89
Cable Splicer	64.06
Wireman-Foreman	64.06
Wireman-General Foreman	68.23

See ELECTRICIAN-WIREMAN JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$8.00
Zone 3 -91 miles and over	\$10.00

ADD PREMIUM PAY

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

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

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

5. For all hours worked over eight (10) hours in one day or shift.
6. For any hours worked on Sunday
7. For any hours worked on Holidays
- 8.

Shift Rates

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

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

ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	106.67
Elevator Constructor-Mechanic in Charge	115.80

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger

- elevators, escalators and dumbwaiters;
- 2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
- 3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

ADD PREMIUM PAY

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

FENCE ERECTOR	Union
Fence Erector	40.33

FENCE ERECTOR

Includes but is not limited to:

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

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

FLAGPERSON	Union
Flagperson	37.21

FLAG PERSON, includes but is not limited to:

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

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

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

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

ADD PREMIUM PAY

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

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

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

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

FLOOR COVERER

Union

Floor Coverer-Journeyman

44.69

Floor Coverer-Foreman

47.72

See FLOOR COVERER JOB DESCRIPTION

ADD PREMIUM PAY

ADD PREMIUM PAY

Shift work

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

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

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

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

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

GLAZIER

Non-Union

Glazier Journeyman

24.30

GLAZIER

Includes but is not limited to:

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

HIGHWAY STRIPER

Union

Highway Striper

42.83

See HIGHWAY STRIPER JOB DESCRIPTION

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

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

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

ADD PREMIUM PAY

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

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

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

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

HOD CARRIER-BRICK MASON TENDER

Union

Brick Mason-Journeyman

39.33

Brick Mason-Foreman

39.73

See HOD CARRIER-BRICK MASON TENDER JOB DESCRIPTION

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	40.92
Plasterer Tender-Gun Tender	41.92
Plasterer Tender-Foreman	42.28

See HOD CARRIER-PLASTERER JOB DESCRIPTION

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

IRON WORKER	See Amendment 5	Union
Ironworker-Journeyman		73.30
Ironworker-Foreman		76.81
Ironworker-General Foreman		

See IRON WORKER JOB DESCRIPTION

ADD PREMIUM PAY

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

LABORER	Union
SEE GROUP CLASSIFICATIONS	

Landscaper	34.92
Furniture Mover	36.42
Group 1	40.08
Group 1A	37.21
Group 2	40.18
Group 3	40.33
Group 4	40.58
Group 4A	43.08
Group 5	40.88
Group 6	
Nozzlemen, Rodmen	39.88
Gunmen, Materialmen	40.58
Reboundmen	40.23
Gunite Foremen	41.28
<p>See LABORER JOB DESCRIPTION</p> <p>ADD ZONE RATE</p> <p>LABORER (Highway and Dam Construction only) In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:</p> <p>Zone 1-0 to 75 miles \$0.00 Zone 2-75 to 150 miles \$4.00 Zone 3-150 to 300 miles \$5.00 Zone 4-300 miles and over \$6.00</p> <p>LABORER (Building Construction) In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:</p> <p>Zone 1-0 to 75 miles \$0.00 Zone 2-75 to 150 miles \$4.00 Zone 3-150 to 300 miles \$5.00 Zone 4-300 miles and over \$6.00</p> <p>ADD PREMIUM PAY</p> <p>One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift. 2. For any hours worked on Saturday from midnight to midnight. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over twelve (12) hours in one day or shift. 2. For any hours worked on Sunday from midnight to midnight. 3. For any hours worked on holidays from midnight to midnight. 	
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)	Union

Lubrication and Service Engineer (mobile and grease rack)	60.56
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ADD ZONE RATE

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-3001 miles and over	\$6.00

ADD PREMIUM PAY

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

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

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

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

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

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

MECHANICAL INSULATOR	Union
Mechanical Insulator-Mechanic	66.59
Mechanical Insulator-Foreman	69.59
Mechanical Insulator-General Foreman	71.59

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and

- mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
 6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
 7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
 8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

MILLWRIGHT	Union
Millwright	64.11

See MILLWRIGHT JOB DESCRIPTION

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

OPERATING ENGINEER	Union
<u>SEE GROUP CLASSIFICATIONS</u>	
Group 1	55.54
Group 1A	58.30
Group 2	58.83
Group 3	59.10
Group 4	59.84
Group 5	60.14
Group 6	60.31
Group 7	60.56

Group 8	61.15
Group 9	61.47
Group 10	61.82
Group 10A	62.01
Group 11	62.25
Group 11A	63.89
Group 11B	64.70
Foreman	63.89
Add 12.5% to base rate for "Special" shift	

OPERATING ENGINEER, includes but is not limited to:

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

ADD ZONE RATE

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-3001 miles and over	\$6.00

ADD PREMIUM PAY

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

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

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

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

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

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

OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR	Union
SEE GROUP CLASSIFICATIONS	
Group 1	70.84
Group 1 Truck Crane Oiler	64.67
Group 1 Oiler	62.71
Group 2	69.33
Group 2 Truck Crane Oiler	64.42
Group 2 Oiler	62.50
Group 3	68.09
Group 3 Truck Crane Oiler	64.20
Group 3 Oiler	62.28
Group 3 Hydraulic	63.87
Group 4	66.36
Group 5	65.26
Add 12.5% to base rate for "Special" Shift	

OPERATING ENGINEER, included but is not limited to:

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

ADD ZONE RATE

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

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-3001 miles and over	\$6.00

ADD PREMIUM PAY

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

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

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

Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

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

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

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

OPERATING ENGINEER -PILEDRIIVER	Union
GROUP CLASSIFICATIONS	
Group 1	70.26
Group 1 Truck Crane Oiler	64.80
Group 1 Oiler	62.88
Group 2	68.72
Group 2 Truck Crane Oiler	64.59
Group 2 Oiler	62.68
Group 3	67.27
Group 3 Truck Crane Oiler	64.37
Group 3 Oiler	62.45
Group 4	65.76
Group 5	64.65
Group 6	63.54
Group 7	62.58
Group 8	61.62
Add 12.5% to base for "Special" Shift	

OPERATING ENGINEER, includes but is not limited to:

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

ADD ZONE RATE

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

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

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment

servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

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

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

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

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

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

PAINTER	Union
Brush/Roller Painter	41.64
Spray Painter/Paperhanger	43.06
Sandblaster	43.11
Structural Steel & Steeplejack	43.11
Swing Stage	43.64
Special Coating Application-Brush	43.69
Special Coating Application-Spray	43.69
Special Coating Application-Spray Steel	43.69
Foreman	\$1.00 above highest Journeyman

See PAINTER JOB DESCRIPTION

ADD PREMIUM PAY

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

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

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

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

PILEDRIVER	Union
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Piledriver-Journeyman	49.86								
Piledriver-Foreman	53.11								
<p>PILEDRIVER, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers; 2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling; 3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures; <p>ADD ZONE RATE In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <table> <tr> <td>Zone 1-0 to 75 miles</td> <td>\$0.00 (Road miles from the Washoe County Courthouse)</td> </tr> <tr> <td>Zone 2-75-150 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 3-150-300 miles</td> <td>\$5.00</td> </tr> <tr> <td>Zone 4 over 300 miles</td> <td>\$6.00</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)	Zone 2-75-150 miles	\$4.00	Zone 3-150-300 miles	\$5.00	Zone 4 over 300 miles	\$6.00
Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)								
Zone 2-75-150 miles	\$4.00								
Zone 3-150-300 miles	\$5.00								
Zone 4 over 300 miles	\$6.00								
PLASTERER	Union								
Plasterer - Journeyman	44.82								
Plasterer - Foreman	(See Amendment 2) 47.83								
<p>See PLASTERER JOB DESCRIPTION</p> <p>ADD ZONE RATES In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:</p> <table> <tr> <td>Zone 1-0-70 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-70 miles and over</td> <td>\$8.00</td> </tr> </table> <p>ADD PREMIUM PAY ADD PREMIUM PAY OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.</p> <p>NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour. FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.</p>		Zone 1-0-70 miles	\$0.00	Zone 2-70 miles and over	\$8.00				
Zone 1-0-70 miles	\$0.00								
Zone 2-70 miles and over	\$8.00								
PLUMBER/PIPEFITTER	Union								
Plumber/Pipefitter-Journeyman	55.80								
Plumber/Pipefitter-Foreman	59.53								
Plumber/Pipefitter-General Foreman	63.16								

See PLUMBER/PIPEFITTER JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-0 to 75 miles \$0.00
 Zone 2- over 75 miles \$8.00

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

Zone 1-0 to 75 miles \$0.00
 Zone 2- over 75 miles \$8.00

ADD PREMIUM PAY

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

REFRIGERATION	Union
Refrigeration	53.34

See REFRIGERATION JOB DESCRIPTION

ADD PREMIUM PAY

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

ROOFER (Does not include sheet metal roofs)	Union
Roofer	38.65

ROOFER

Includes but is not limited to:

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

SHEET METAL WORKER	Union
Sheet Metal Worker-Journeyman	63.18

Sheet Metal Worker-Foreman	66.51
Sheet Metal Worker-General Foreman	69.84

See SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE

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

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

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

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

ADD PREMIUM PAY

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

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

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

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

SOIL TESTER (CERTIFIED)	Non-Union
Soil Tester (Certified)	43.41
SOILS AND MATERIALS TESTER	Non-Union
Soils and Materials Tester	43.41
SPRINKLER FITTER	Non-Union
Sprinkler Fitter -Journeyman	25.50

SPRINKLER FITTER

Includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and

hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

SURVEYOR	Non-Union
Surveyor	31.68

SURVEYOR, includes but is not limited to:

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

TAPER	Union
Taper	46.99

See TAPER JOB DESCRIPTION

ADD PREMIUM PAY

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

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

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

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

TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER	Union
Tile, Terrazzo and Marble Finisher –Journeyman	29.32
Tile, Terrazzo and Marble Finisher –Foreman	30.57
Tile, Terrazzo and Marble Finisher –General Foreman	32.32

See TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER JOB DESCRIPTION

ADD PREMIUM PAY

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

TILE SETTER/TERRAZZO WORKER/MARBLE	Union
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MASON	
Tile Setter-Journeyman	39.12
Tile Setter-Foreman	40.37
Tile Setter-General Foreman	42.12
Terrazzo/Marble Mason-Journeyman	40.62
Terrazzo/Marble Mason-Foreman	41.87
Terrazzo/Marble Mason-General Foreman	43.62

See TILE/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION

ADD ZONE RATE

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

Zone 1-0-50 Miles	\$0.00
Zone 2-50-75 Miles	\$3.75
Zone 3-Over 75 Miles	\$8.13

ADD PREMIUM PAY

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

TRAFFIC BARRIER ERECTOR	Union
Traffic Barrier Erector	40.08

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

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

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

ADD PREMIUM PAY

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

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

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

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

TRUCK DRIVER		Non-Union
<u>Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader)</u>		
Under 4 yds. (water level)		31.22
4 yds. & under 8 yds. (water level)		31.22
8 yds. & under 18 yds. (water level)		31.22
18 yds. & under 25 yds. (water level)		31.22
25 yds. & under 60 yds. (water level)		31.22
60 yds. & under 75 yds. (water level)		31.22
75 yds. & under 100 yds. (water level)		31.22
100 yds. & under 150 yds.(water level)		31.22
150 yds. & under 250 yds. (water level)		31.22
250 yds. & under 350 yds. (water level)		31.22
350 yds. & over (water level)		31.22
<u>Transit Mix</u>		
Under 8 yds.		31.22
8 yds. & including 12 yds.		31.22
Over 12 yds.		31.22
<u>Transit Mix (Using Boom)</u>		
Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used		31.22
<u>Water & Jetting Trucks</u>		
Up to 2,500 gallons		31.22
2,500 gallons & over		31.22
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")		31.22
Heavy Duty Transport (High Bed)		31.22
Heavy Duty Transport(Gooseneck low bed)		31.22
Tiltbed or Flatbed Pull Trailers		31.22
Bootman, Comb. Bootman & Road Oiler		31.22
Flat Rack (2 or 3 axle unit)		31.22
<u>Bus & Manhaul Drivers</u>		
Up to 18,000 lbs. (single unit)		31.22
18,000 lbs. & over (single unit)		31.22
Helicopter Pilot (transporting men/materials)		31.22
Lift Jitneys		31.22
<u>Winch Truck & "A" Frame Drivers</u>		

Up to 18,000 lbs.	31.22
18,000 lbs. and over	31.22
Warehousemen Spotter	31.22
Warehouse Clerk	31.22
Tire Repairmen	31.22
Truck Repairmen	31.22
Pick Up Truck & Pilot Cars (Jobsite)	31.22
Pick Up Truck & Pilot Cars (Over the road)	31.22
Truck Oil Greaser	31.22
Fuel Truck Driver	31.22
Fuel Man & Fuel Island Man	31.22
Oil Tanker	31.22
Oil Tanker with Pup	31.22
Foreman	31.22
TRUCK DRIVER	
Includes but is not limited to: Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)	
WELL DRILLER	Non Union
Well Driller	30.36
WELL DRILLER , includes but is not limited to:	
<ol style="list-style-type: none"> 1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells; 2. Extending stabilizing jackscrews to support and level a drilling rig; 3. Installing water well pumps; 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information. 	

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

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

Group 2

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

Group 3

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

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

Group 4

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

Group 4A

- Foreman

Group 5

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

Group 6

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

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Heavy Duty Repairman Helper

- Oiler
- Parts man

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

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

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

Group 7

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

Group 8

- Asphalt Plant Engineer
- Asphalt Milling Machine
- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Grooving and Grinding Machine (highways)
- Ken Seal Operator

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

Group 9

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

Group 10

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

- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

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

Group 11

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

Group 11A

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

Group 11B

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

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

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

Group 2

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

Group 3

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

Group 4

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

Group 5

- Boom Cat
-

OPERATING ENGINEER -PILEDRIVER

Group 1

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

Group 2

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

Group 3

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

Group 4

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

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
 - Fireman
-

"General Decision Number: NV20200025 01/03/2020

Superseded General Decision Number: NV20190025

State: Nevada

Construction Type: Heavy

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

County: Storey County in Nevada.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

CARP0971-013 07/01/2019

Rates Fringes

CARPENTER (Includes Form Work)...\$ 35.88 13.48

ELEC0401-011 07/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	19.39

ENGI0003-015 07/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 08.....	\$ 39.81	23.95
GROUP 10.....	\$ 40.48	23.95
GROUP 10A.....	\$ 40.67	23.95
GROUP 11.....	\$ 40.91	23.95
GROUP 11A.....	\$ 42.55	23.95

GROUP 8: Sheepsfoot

GROUP 10: Grade Setter

GROUP 10A: Power Shovels (up to and including one [1] cu. yd.)

GROUP 11: Power Shovels (over one [1] cu. yd. and up to and including seven [7] cu. yds. m.r.c.)

GROUP 11A: Power Shovels (over seven [7] cu. yds. m.r.c.)

ENGI0003-030 07/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(09) Mechanic and Backhoe		
Loader Combo.....	\$ 40.13	23.95

ENGI0012-014 10/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Crane)		
GROUP 12.....	\$ 46.54	23.65
GROUP 16.....	\$ 47.96	23.65
GROUP 17.....	\$ 48.46	23.65
GROUP 19.....	\$ 50.49	23.65
GROUP 20.....	\$ 51.10	23.65

GROUP 21.....	\$ 57.71	23.65
GROUP 22.....	\$ 52.47	23.65
GROUP 23.....	\$ 52.93	23.65

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

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

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

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

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

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

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

GROUP 23: Crane Operator (over 350 tons)

 ENGI0012-021 10/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.39	23.65
GROUP 4.....	\$ 44.12	23.65
GROUP 8.....	\$ 44.45	23.65
GROUP 12.....	\$ 44.74	23.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

Group 1: Oiler

Group 4: Screed Operator (Asphalt or Concrete); Rock Wheel Saw/Trencher

Group 8: Compactor (self-propelled); Drilling Machine Operator

Group 12: Vermeer Rock Trencher (or similar type).

 IRON0416-002 01/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 39.00	32.05

 IRON0433-002 01/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 39.00	32.05

 LAB00169-003 10/01/2017

	Rates	Fringes
LABORER		
(1) Common or General; Cones/ Barricades/ Barrels- Setter/Mover/Sweeper.....	\$ 25.45	10.56
(1A) Flagger.....	\$ 22.58	10.56
(3) Asphalt Shoveler, Spreader and Distributor; Concrete Saw (Hand Held/Walk Behind); Mason Tender - Cement/Concrete;...\$	25.70	10.56
(4) Asphalt Raker; Pipelayer.....	\$ 25.95	10.56

 * PLAS0797-009 10/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	31.41	11.54

 SUNV2014-025 09/08/2016

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 32.26	17.65
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 34.97	0.00
OPERATOR: Broom/Sweeper.....		
	\$ 36.66	12.22
OPERATOR: Grader/Blade.....		
	\$ 26.49	7.78
OPERATOR: Loader.....		
	\$ 33.53	17.10
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete),.....\$ 79.57 0.00

OPERATOR: Roller.....\$ 33.69 12.22

TRUCK DRIVER: Dump Truck.....\$ 22.28 0.00

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

"

Federal Debarment

In accordance with Executive Order 12549, contractors, subcontractors, and materials and service suppliers (including the engineers, etc.) who's contract is expected to equal or exceed \$25,000 must have a DUNS number (obtained from Dun & Bradstreet: <http://www.sba.gov/content/getting-d-u-n-s-number>) and be registered in the US Government System for Award Management (SAM: <https://www.sam.gov>) for ease of verification they are not debarred or suspended from working on projects with federal funding. Note that obtaining a DUNS number and registering in SAM.gov are free. The website listed above properly opens on Google Chrome and Microsoft Edge but may not work with Internet Explorer.

**Implementation of American Iron & Steel Provisions
of
P.L. 113-76, Consolidated Appropriations Act, 2014
(Final Guidance March 20, 2014)**

*This information also available on EPA's website at
[https://www.epa.gov/cwsrf/state-revolving-fund-american-
iron-and-steel-ais-requirement](https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement)*



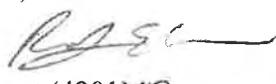
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

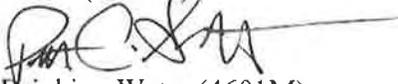
MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,
Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director 
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(t).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger

project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 	✓	
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 				
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? <p>Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)</p> • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? <p>Examples include:</p> <ul style="list-style-type: none"> — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits? 				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76) Q&A Part 1: Valves and Hydrants

Q1: Does the AIS requirement of the Consolidated Appropriations Act of 2014 require minor, miscellaneous components within a covered valve or hydrant, such as nuts, bolts and washers, to be made in the U.S.?

A1: The definition of "iron and steel products" that must either be domestically produced or subject to a waiver in order to comply with the AIS requirement of the Consolidated Appropriations Act of 2014 includes valves and hydrants. Unlike many other of the "iron and steel products" that are listed in the definition, valves and hydrants are typically precision mechanical products with multiple fitted, operating parts and connections. Valves and hydrants, unlike most of the other listed products, contain other minor components, such as small washers, nuts, and bolts that are of unknown origin but are added to the valve or hydrant during the manufacturing process. For purposes of the 2014 AIS requirement, EPA considers only the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and wedge/disc/gate/ball – to be within the definition of "iron and steel products" that must either be made domestically, or otherwise must comply with the AIS requirement. The minor components represent a very small percentage of the iron and steel in the hydrants and valves that are defined as "iron and steel products." These minor components, which EPA has learned through our research are currently difficult to find domestically in sufficient quantity, such as minor nuts, bolts, and washers, are not required to be of U.S. origin.

Q2: Do the actuators/control systems attached to valves have to comply with the AIS requirement, or just the valve itself?

A2: The AIS requirement of the Consolidated Appropriations Act of 2014 includes valves in its definition of "iron and steel products" that recipients must make certain are either domestically made or subject to a waiver in order to comply with the AIS requirement. Actuators and control systems are not included in the definition. Only the valve itself is required to be either domestically produced or subject to a waiver in order to be compliant with the AIS requirement. Absent a waiver, EPA considers valves and hydrants to be domestically produced if the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and wedge/disc/gate/ball – if made of iron or steel, is produced in the U.S. See Q1 above for a discussion about minor components. The valves and actuators, while often purchased and shipped together, are two unique products that are manufactured separately and typically attached together during the final step of the process. Valves are included in the definition of "iron and steel products" in the AIS requirement. Actuators, whether manual, electric, hydraulic or pneumatic, are not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor are they considered construction materials. Therefore, they do not need to be domestically produced in the U.S. in order to comply with the requirement.

Q3: Are electric powered motor operated valves excluded based on the valve being motorized equipment (i.e. electrical equipment)?

A3: No, electric powered motor operated valves are not excluded based on the valve being motorized equipment. The actuator, a motor that controls the valve, is considered a separate product, which is not

listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor is it considered a construction material. Therefore, the actuator does not need to be domestically produced in the U.S. in order to comply with the requirement. See Q2 for further clarification.

Q4: Based on EPA's AIS guidance dated March 20, 2014, gates are not considered construction materials and therefore do not have to be produced in the U.S. Does that include gate valves?

A4: No, valves are specifically listed in the Consolidated Appropriations Act of 2014 as an "iron and steel product" and therefore, absent a waiver, must be produced in the U.S. to be in compliance with the requirement if they are "primarily" iron and steel. Gates as referenced in the EPA March 20, 2014 guidance refer only to common sluice and slide gates, and not to gate valves.

**American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)**

Q&A Part 2

PRODUCT QUESTIONS

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads). See the following: http://water.epa.gov/grants_funding/upload/Deminimis-Waiver-04-15-14.pdf.

EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components comprise a very small quantity of minor, low-cost fasteners that are of unknown origin. See EPA's questions and answers on the subject at the following: http://water.epa.gov/grants_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf.

2. Q: Does PCCP pipe have to be domestically produced?

A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. Q: Can a recipient use non-domestic flanged pipe?

A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?

A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger “fitting” categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. Q: Can a recipient use non-domestic service saddles and tapping sleeves?

A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?

A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. Q: What does “time needed” mean in the AIS guidance, in reference to the definition of “Reasonably Available Quantity”?

A: For considering whether a product would meet reasonably available quantity, “time needed” is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the “time needed.”

10. Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?

A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?

A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. Q: Is cast iron excluded from the AIS requirements?

A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. Q: The guidance states that “construction materials” do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.

A: Ductwork is not mechanical equipment, therefore it is considered a “construction material” and must comply with the AIS requirements.

14. Q: Do “meters” mentioned in EPA’s guidance as non-construction materials include both flow meters and water meters?

A: Yes. “Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. Q: Must coiled steel be domestic?

A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?

A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. Q: Can assistance recipients rely on a marking that reads, "Made in the USA," as evidence that all processes took place in the U.S.?

A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. Q: When determining what constitutes a product made "primarily" of iron or steel, who makes this determination?

A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. Q: Do aerators need to be produced domestically in order to comply with AIS?

A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. "Blowers/aeration equipment, compressors" are listed in EPA's guidance as non-construction materials.

20. Q: Are Sluice and Slide Gates considered valves?

A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, "gates" (meaning sluice, slide or weir gates) are listed in EPA's guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. Q: Will notices of waiver applications be published in the federal register?

A: No. Applications for waivers will be published on EPA's website (http://water.epa.gov/grants_funding/aisrequirement.cfm). EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?

A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more than 25 percent, a waiver may be granted for the entirety of the project.

28. Q: Can the recipient use non-SRF funds to pay for the non-compliant item.

A: No. It is not acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. Q: What constitutes "satisfactory quality" as defined in the AIS guidance, in reference to the availability waiver process.

A: "Satisfactory quality" means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. Q: The guidance states that the AIS requirement applies to any project "funded in whole or in part" by an SRF. Where is this in the Act?

A: The Act states that, "None of the funds made available by a ... [State SRF program] ... shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only \$1 of SRF funding is used in the project.

31. Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?

A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented "expectation" is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of "expectation of funding".

32. Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?

A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

33. Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?

A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient's responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

34. Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?

A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient's responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

35. Q: Do products purchased through procurement-only contracts have to be comply with AIS?

A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

- 1. Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> • Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	<ul style="list-style-type: none"> • Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. Q: Does the AIS requirement apply to refinanced CWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?

A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

4. Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
<u>Assistance Agreement Signed:</u>	<u>Exempt from AIS if Plans and Specifications Were Approved Before:</u>	<u>Basis for Exemption:</u>
1/17/2014 through 9/30/2014	4/15/2014	<ul style="list-style-type: none"> • Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	<ul style="list-style-type: none"> • Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** • National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	<ul style="list-style-type: none"> • Consolidated and Further Continuing Appropriations Act 2015

* To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014

** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014

5. Q: Does the AIS requirement apply to refinanced DWSRF projects?

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

- 6. Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

AUG 24 2018

DECISION MEMORANDUM

OFFICE OF WATER

SUBJECT: Final Extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles for State Revolving Fund Projects

FROM: David P. Ross
Assistant Administrator

A handwritten signature in blue ink that reads "D. Ross".

The U.S. Environmental Protection Agency (EPA) hereby grants an extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles for State Revolving Fund Projects, pursuant to the "American Iron and Steel" (AIS) requirements of the Clean Water Act. The original waiver was signed on February 18, 2015, and was granted a one-year extension on February 22, 2016. A second extension was granted until February 18, 2018. With this third and final extension, the waiver will retroactively cover nuts and bolts purchased since February 18, 2018, and be extended 18 months from the signing date of this waiver (sunset date). This waiver will not be renewed after the sunset date. This waiver permits the purchase and use of non-domestically produced stainless steel nuts and bolts in bolting-type pipe couplings, restraints, joints, and repair saddles in iron and steel products for projects funded by a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) that may otherwise be prohibited absent this waiver.

The original, approved waiver provides details regarding the specific types of products covered by and the rationale for issuance of the waiver (see: <https://www.epa.gov/sites/production/files/2015-09/documents/short-term-natl-waiver-for-ss-nuts-bolts-021815.pdf>). This national product waiver extension is short-term, applying to the covered products if those products are purchased by the assistance recipient or their representatives (i.e. construction contractor) up until the sunset date.

The EPA is granting this national product waiver extension on a short-term basis in order to provide the time U.S. manufacturers need to increase the domestic production of the specified stainless steel nuts and bolts. Upon the production of these parts, the EPA stands ready to provide assistance to states and others to help identify AIS compliant products consistent with the April 2017 Buy American and Hire American Executive Order.

Attachments:

1. Rationale and Legal Authority
2. Summary of Comments Received During 15-Day Informal Public Input Period on Short-Term Waiver Extension for Stainless-Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles for State Revolving Fund (SRF) Projects

ATTACHMENT 1: Rationale and Legal Authority

Rationale: In 2017, the EPA updated and expanded its market research on fasteners of interest including stainless steel nuts and bolts used in pipe couplings, pipe restraints, expansion joints, dismantling joints, pipe flanges, flange adaptors, and pipe repair or service saddles. The EPA contacted all known domestic fastener manufacturers and raw material suppliers of domestic stainless steel wire/bar stock. Through the extensive research effort, the EPA found that the existing domestic supply of stainless steel nuts and bolts for the subject products was similar to the previous year's assessment, yet showed potential for production increases. The EPA received anecdotal evidence from two manufacturers (which the Agency then visited for confirmation) that there is potential capacity to significantly expand (by two- to three-fold) production of stainless steel fasteners within six months to one year. The EPA's research could not confirm whether the manufacturers could produce sufficient quantities to support the national demand subsequent to the potential future expansion. The EPA confirmed that adequate raw material supply of stainless steel wire and bar would be available for a potential domestic fastener expansion. Because of the uncertainty about market demand and supply of stainless steel fasteners, the EPA solicited informal public input on its research findings during a 15-day public input period. The EPA posed questions to the public (soliciting the attention of all known product manufacturers, industry suppliers, interested third parties, and potential users), attempting to obtain further information on the following subjects:

- The time frame required for fastener manufacturers to scale up to meet potential demand;
- The time frame for specific specialty fasteners to be produced should the waiver expire;
- Whether the EPA had identified all fastener manufacturers capable of, and interested in, producing the size and quantity of orders for water and wastewater project purposes;
- Whether a targeted waiver for only a portion of the supply would be viable; and
- Whether the EPA had identified and correctly assessed the domestic raw material sources of stainless-steel wire and bar stock.

The EPA received 20 public comments from suppliers and distributors of products containing stainless steel nuts and bolts and downstream users of those products. Based on the EPA's research and the consensus of public comments, the Agency cannot confirm an adequate supply of domestic nuts and bolts for project and market demand. Currently, the comments and the EPA's research indicate that fastener manufacturers have insufficient time to commit and plan for expanding the production capacity to meet the current and projected demands of stainless steel nuts and bolts. The EPA's research, the public comments, and evidence submitted over the past several months confirm that without extension of the waiver, AIS-compliant product availability is limited and associated projects have been delayed.

Lacking evidence that manufacturers of stainless steel nuts and bolts used in the subject products can meet current demands within a reasonable timeframe, the EPA is extending the national waiver until the sunset date. Upon expiration of this extension, the waiver will not be renewed. This final extension should allow manufacturers adequate time to prepare for business plan changes and to ramp up domestic production of stainless steel nuts and bolts.

Legal Authority: Legal authority for the AIS requirements for CWSRF projects is included under Sec. 608(c)(2) of the Clean Water Act and previously under P.L. 113-76, the "Consolidated Appropriations Act, 2014," under the authority of Section 436(b)(2). Legal authority for the AIS requirements for DWSRF projects is included under P.L. 115-141, the "Consolidated Appropriations Act, 2018," and previously under P.L. 113-76, P.L. 113-235 and P.L. 114-113. This waiver will continue in force for DWSRF projects under any continuing resolutions or statutes that use similar language as in Section 424 of the "Consolidated Appropriations Act, 2018."

ATTACHMENT 2: Summary of Comments Received During 15-Day Informal Public Input Period on Short-Term Waiver Extension for Stainless-Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles for State Revolving Fund (SRF) Projects

The EPA received 17 comments from product suppliers and distributors that asserted the following arguments:

- Commenters stated that the EPA's research showed that there is not sufficient supply to satisfy the current demand for domestic stainless steel nuts and bolts and that the current window of six months to one year to potentially increase this production and supply would impact project timelines if the waiver is not extended. Commenters provided examples of Tee bolts, Victaulic Trackhead nuts and bolts, and standard bolts (less than one-inch in size) as materials that are extremely limited in supply domestically. Suppliers argued that the EPA should allow domestic manufacturers sufficient time to develop production capacity to reliably meet the current demand for stainless steel nuts and bolts; however, no specific timeframe was provided.
- Commenters stated that even with the potential increase in raw material supply, there are a limited number of domestic stainless steel nut and bolt manufacturers who will be tasked with supplying a diverse range of nuts and bolts, including specialty metals, non-standard sizes and project-specific product specifications. Suppliers noted that it was not evident in the EPA's findings whether the nut and bolt manufacturers had the capacity to customize small batch productions within a reasonable timeframe.
- Some suppliers were concerned with the notion of relying on a few domestic manufacturers with exclusive control over the pricing and supply of domestic nuts and bolts for time critical DWSRF-funded and CWSRF-funded projects.
- Commenters expressed concern regarding the documentation and traceability of domestic stainless steel nuts and bolts becoming an unwieldy process if the waiver extension is not granted. Suppliers indicated that material test reports are not typically generated for nuts and bolts; however, without an extension, manufacturers asserted that they would incur a significant increase in burden to establish a reporting process for these materials to comply with the AIS requirements and consequently, longer lead times to procure the materials.
- Several commenters suggested providing a permanent, non-expiring waiver.
- One commenter noted that the increased burden for identifying and documenting AIS-compliant nuts and bolts without the waiver in place will discourage overall participation in the SRF program.
- One commenter suggested further clarification in the definition of nuts and bolts to include names and size ranges. The commenter proposed including pipe nipples and threaded couplings as specific products to include as part of the waiver (if they are to be considered "nuts and bolts" by the EPA).

The EPA received three comments from downstream users of products containing stainless steel nuts and bolts covered under the waiver. The commenters noted concern that a lapse in the waiver will result in a shortage of supply, leading to project schedule impacts and increased project costs.

One commenter urged the EPA to allow sufficient time for nut and bolt manufacturers to commit to ramping up production/supply before terminating the waiver.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON D C 20460

FEB 18 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Pig Iron and Direct Reduced Iron for State Revolving Fund Projects

FROM: *for Ellen DeBenedictis*
Kenneth J. Kopocis
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the "American Iron and Steel" provisions of the Clean Water Act and Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," for certain intermediate goods used in the manufacture of iron and steel products.¹ This waiver permits the use of pig iron and direct reduced iron manufactured outside of the United States in domestic manufacturing processes for iron and steel products used in projects funded by a Clean Water or Drinking Water State Revolving Fund that may otherwise be prohibited absent this waiver. The waiver is retroactive and thus also applies to the use of non-domestic pig iron and direct reduced iron before the signature date.

Background: Pig iron and direct reduced iron are intermediate products of iron and steel manufacturing used as material feed sources in iron and steel foundries and steel mills. Pig iron is a product of iron ore smelting in a blast furnace. It is made from molten iron, which has been cast in the shape of "pigs" as it comes from the blast furnace. Direct reduced iron ore is produced from iron ore, pellets or fines, which are reduced in a solid state using natural gas. Hot briquetted iron, or HBI, is a compacted form of direct reduced iron with enhanced physical characteristics for shipment and storage.

Coverage: This waiver permits the use of iron and steel products that were manufactured using non-domestic pig iron and direct reduced iron in projects that receive funds from either the CWSRF or DWSRF. Any project that received or will receive funds from the CWSRF or DWSRF beginning with the enactment of P.L. 113-76, the "Consolidated Appropriations Act, 2014," may use this waiver for iron and steel that use these intermediate goods.

Rationale: The AIS provisions require CWSRF and DWSRF assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded

¹Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. EPA is allowed under certain circumstances to provide waivers of this requirement.

through an SRF assistance agreement unless the Agency determines that it is necessary to waive this requirement. EPA has authority to issue waivers in accordance with Section 608(c)(2) of the Clean Water Act and the AIS provisions extended by P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(2). The provision states in part: "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that – iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality."

Product manufacturers and suppliers informed EPA of concerns about the sufficient availability of domestically produced pig iron and direct reduced iron. The iron and steel products produced at steel mills and foundries that use non-domestic intermediate goods are not compliant with the AIS requirements. AIS compliant products used at water and wastewater projects could be in extremely short supply should a waiver of the intermediate goods not be available.

EPA conducted extensive market research on the supply of pig iron and direct reduced iron and found that domestic supplies of these goods sold on the open market are generally not available. There are three major types of facilities that manufacture iron and steel finished products: basic oxygen furnace steel mills (BOF), electric arc furnace steel mills (EAF) and foundries. BOF steel mills undertake both iron making and steel making, as molten iron from the blast furnace is the required feedstock for BOF steel production. EAF steel mills and foundries, on the other hand, use iron and steel scrap as their principal feedstock, which must be supplemented with the use of pig iron and/or direct reduced iron in their manufacturing processes to achieve required steel qualities.

EPA market research has shown that BOF steel mills are able to produce adequate amounts of pig iron to meet their own demands, but these mills use the bulk of this production for their own processes and do not sell pig iron on the open market in sufficient quantities. At this time, there is only one producer of direct reduced iron operating in the U.S. and the company uses the output internally for EAF steel production. Therefore, EAF steel mills and foundries must import pig iron and direct reduced iron to meet their iron needs.

At least 60 percent of the nation's steel production comes from the EAF steel mills that use non-domestic pig iron and direct reduced iron in their manufacturing processes. Consequently, the majority of steel used in water and wastewater projects would not be compliant with the AIS requirements absent this waiver. Similarly, most, if not all, of the iron foundries in the United States use non-domestic pig iron and direct reduced iron to produce cast and ductile iron products used by water and wastewater projects. Therefore, the majority of iron used in water and wastewater projects would not be compliant with the AIS requirements absent this waiver. Hence, EPA is hereby providing a nationwide waiver pursuant to AIS requirements to cover the non-domestic intermediate iron goods used in the manufacture of iron and/or steel components and products for water and wastewater projects.

Public Comments: EPA requested comments on the draft national waiver and a majority of the comments received were supportive of a national waiver. The commenters in support of the waiver agreed with the Agency's conclusion that pig iron and direct reduced iron are not

produced in the United States in sufficient and reasonably available quantities to meet the needs of many domestic foundries and steel mills. These commenters believe that the waiver will ensure that pig iron and direct reduced iron are treated similarly to raw material inputs in iron and steel manufacturing and by doing so the EPA will preserve the viability of the AIS requirement. These commenters also state that the waiver would treat pig iron and direct reduced iron in a manner consistent with the implementation of other similar federal laws such as the Federal Highway Administration's Buy America requirement. The FHWA issued a similar nationwide waiver of the Buy America requirements in 1995 for pig iron and processed, pelletized and reduced iron ore.

A few commenters challenged the Agency's issuance of a nationwide waiver of the AIS requirements for pig iron and direct reduced iron. These commenters disagreed with the Agency's interpretation of the AIS requirements and stated that raw materials used in iron and steel production must also be produced in the United States. In addition, the commenters questioned whether the Agency could exempt iron and steel products that are composed of non-domestic materials.

The statutory language lists the categories of products that are considered "iron and steel products." The statutory requirements include provisions that allow the EPA to issue waivers under defined conditions, including the case where iron and steel products are not produced in the United States in sufficient and reasonably available quantities. The Agency's market research, supported by comments from manufacturers, has shown that pig iron and direct reduced iron are not produced in the United States in sufficient and reasonably available quantities. Therefore the Agency is authorized to issue a waiver for iron and steel products composed of non-domestic pig iron and direct reduced iron.

Legal Authority: Legal authority for the AIS requirements for CWSRF projects is included under Sec. 608(c)(2) of the Clean Water Act and previously under P.L. 113-76, the "Consolidated Appropriations Act, 2014," under the authority of Section 436(b)(2). Legal authority for the AIS requirements for DWSRF projects is included under P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(2) and also previously under P.L. 113-76. This waiver will continue in force for DWSRF projects under any continuing resolutions or statutes that use similar language as in Section 424 of the "Consolidated and Further Continuing Appropriations Act, 2015."

If you have questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kiri Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the “American Iron and Steel (AIS)” requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that— (1) applying subsection (a) would be inconsistent with the public interest” 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

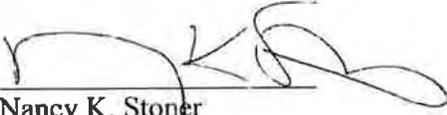
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: 
Nancy K. Stoner
Acting Assistant Administrator



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OCT 27 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Minor Components within Iron and Steel Products (with Cost Ceiling) for State Revolving Fund Projects

FROM: Kenneth J. Kopocis *Kenneth J. Kopocis*
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the "American Iron and Steel" provisions of the Clean Water Act and Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," (hereinafter referred to as "the Acts") for minor components within a product under an established cost ceiling.¹ The waiver will permit projects funded by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund to use non-domestically produced miscellaneous minor components within an otherwise domestically produced iron and steel product for up to 5 percent of the total material cost of the product. These products could be prohibited absent this waiver. This waiver is retroactive, and so also applies to products purchased before the signature date of this waiver.

Coverage: The items covered by this waiver include miscellaneous minor components within iron and steel products as defined in the AIS provisions of the Acts. The specific minor components in covered iron and steel products will vary by product and manufacturer. Pursuant to this waiver, non-domestically produced miscellaneous minor components comprising up to 5 percent of the total material cost of an otherwise domestically produced iron and steel product may be used. This waiver does not exempt the whole product from the AIS requirements, and the primary iron or steel components of the product must be produced domestically. Unless subject to a separate waiver, all other iron and steel components in these products must still meet the AIS requirements. Valves and hydrants are also subject to the cost ceiling requirements described here. This waiver supersedes the EPA's previous guidance issued on May 30, 2014, (Question 1) related to minor components in valves and hydrants.

The coverage of this waiver is different from that of the existing national de minimis waiver. While the national de minimis waiver covers entire products (when those products are generally of low cost and incidental to the construction of the project), this waiver covers minor components within an iron and steel product. In addition, the national de minimis waiver is intended for assistance recipients to use for their projects, while this minor components waiver is intended to allow manufacturers to certify that their products comply with the AIS requirements.

¹ Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. The EPA is allowed under certain circumstances to provide waivers of this requirement.

Rationale: The AIS provisions require recipients of CWSRF and DWSRF assistance to use specific domestically-produced iron and steel products in their project, unless the Agency determines it is necessary to waive this requirement. The EPA has authority to issue waivers in accordance with Section 608(c)(1) of the Clean Water Act and the AIS provisions extended by P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," under the authority of Section 424(b)(1). The provisions state in part: "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that...applying subsection (a) would be inconsistent with the public interest."

Many product manufacturers and suppliers identified significant compliance challenges absent this waiver. Water and wastewater utilities are generally unable to obtain a range of AIS compliant iron and steel products (such as valves, hydrants and pipe restraints) that contain 100 percent domestic components. The manufacturers stated that the origin of a significant proportion of very small minor components cannot be reliably tracked or even discerned. They provided examples of product lines that would need duplicative inventories of extremely low-cost miscellaneous minor components in order to supply AIS compliant products. Manufacturers also raised concerns related to challenges of inventory tracking, inventory control and excessive costs associated with duplicative inventory needed to supply utilities with essential domestic products.

The EPA concludes that requiring manufacturers and suppliers to overcome the challenges identified above would be inconsistent with the public's interest. In order to balance the reliability, availability and maximum supply of domestically produced iron and steel products, it is acceptable for a manufacturer to incorporate a relatively small proportion of miscellaneous minor components of non-domestic or unknown origin within an otherwise domestically manufactured product.

Legal Authority: Legal authority for the AIS requirements for CWSRF projects is included under Sec. 608(c)(1) of the Clean Water Act and previously under P.L. 113-76, "Consolidated Appropriations Act, 2014," under the authority of Section 436(b)(1). Legal authority for the AIS requirements for DWSRF projects is included under P.L. 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015", under the authority of Section 424(b)(1) and also previously under P.L. 113-76. This waiver will continue in force for DWSRF projects under any continuing resolutions or statutes that use similar language as Section 424 of the "Consolidated and Further Continuing Appropriations Act, 2015."

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kiri Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Public Awareness/Project Sign

EXHIBIT G

Environmental Protection Agency (EPA) Guidelines to Enhance Public Awareness of CWSRF and DWSRF Programs

Recipients are required to promote public understanding of the positive benefits of CWSRF and DWSRF funding to towns, cities, municipalities and water systems and to communicate EPA's role in funding assistance.

The below listed guidelines present a number of options which communities can explore to implement EPA's policy. The option selected should best communicate the positive role EPA funding of the state CWSRF and DWSRF programs plays in communities across the country, while remaining cost-effective and accessible to a broad audience.

- **Standard signage**
- **Posters, brochures or wall signage in a public building or location**
- **Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility**
- **Insert or Pamphlet in Water/Sewer Bill**
- **Online signage placed on community website or social media outlet**
- **Press release**

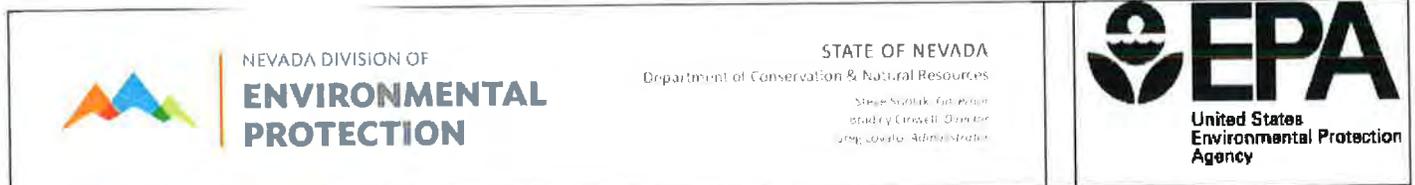
1. Standard Signage

to include:

- The name of the facility, project and community
- Project cost
- The State of Nevada, State Revolving Fund program
- The EPA and State of Nevada logos as shown

Program and logos:

This project received funding from the State Revolving Loan Fund Program which is financially supported by the State of Nevada and the EPA



The EPA logo should be made the same relative size as the other logos on the signage.

Sign logo and seal specifications are available at:

http://www.epa.gov/oqd/tc/epa_logo_seal_specifications_for_infrastructure_grants.pdf

Note: The EPA logo may only be used on a sign

EXHIBIT G

Environmental Protection Agency (EPA) Guidelines to Enhance Public Awareness of CWSRF and DWSRF Programs

- 2. Posters, Brochures or Wall Signage**
- 3. Newsletter, Periodical or Press Release**
- 4. Insert or Pamphlet**
- 5. Online & Social Media Publicity**

to include:

- Name of facility, project and community
- State SRF administering the program
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Posters or brochures should be placed in a public location that is accessible to a wide audience of community members.

If a recipient decides on a public or media event, the SRF must be notified 3 weeks in advance to allow us to notify EPA to provide the opportunity to attend the event. Notify:

Jason Cooper
j.cooper@ndep.nv.gov
775 687-9531

EPA Suggested Language for Alternate Options:

“Construction of upgrades and improvements to the **[Name of Facility, Project Location, or Wastewater Treatment Plant]** were financed by the **[Clean Water/Drinking Water]** State Revolving Fund. The **[Clean Water/Drinking Water]** program is administered by the Nevada Division of Environmental Protection with joint funding from the U.S. Environmental Protection Agency and State of Nevada. This project is **[description of project]** and will provide water quality benefits **[detail specifying particular benefits]** for community residents and businesses in and near **[name of town, city, and/or water body or watershed to benefit from project]**.

If you need any further information or have any questions relating to the EPA requirement, please contact:

Michelle Stamates
mstamates@ndep.nv.gov
775 687-9331

or Jason Cooper at above address or phone

Construction sign (if sign used) for **STATE SRF** projects:

Project Title

Owner

Project Address

Architect or Engineer

Contractor

*This project received funding from the State
Revolving Loan Fund Program which is financially
supported by the State of Nevada and the EPA*



STATE OF NEVADA
Department of Conservation & Natural Resources
Steve Sisolak, Governor
Bradley Crosswell, Director
Cristi Cosentino, Administrator

State Historic Preservation

HISTORIC PRESERVATION

In accordance with NRS 383.121, the following procedures shall be followed in the event that historic; prehistoric or paleo environmental evidence is discovered during subsurface excavation at the site of construction.

- 1) The Engineer shall issue a "Stop Work Order" directing the CONTRACTOR to cease all construction operations at the location of such potential cultural resources find.
- 2) Such "Stop Work Order" shall be effective until such time as the State Historic Preservation Office has been notified at:

State Historic Preservation Office
901 South Stewart Street
Carson City, Nevada 89701-4285
ATTN: Rebecca Palmer

and the Engineer and the CONTRACTOR have cooperated with the Office to preserve or permit study of such evidence before its destruction, displacement or removal.

If the Office determines that the potential find is a bona fide historic resource, the Engineer shall extend the stop work order in writing until the impacts upon the find have been mitigated to the satisfaction of the Office to the fullest extent practicable.

Equitable adjustment of the construction contract shall be made, by change order in the following manner:

1) Contract Time

If the work temporarily suspended is on the "critical path," the total number of days for which the suspension is in effect shall be added to the Contract Time.

If a portion of work at the time of such suspension is not on the "critical path," but subsequently becomes work on the critical path, the allowable Contract Time will be computed from the date such work is classified as on the critical path.

2) Contract Price

If, as a result of a suspension of the work, the CONTRACTOR sustains a loss which could not have been avoided by his judicious handling of forces, equipment, and/or redirection of forces or equipment to perform other work on the contract, there shall be paid to the CONTRACTOR an amount as determined by the Engineer to be fair and reasonable compensation for the CONTRACTOR's actual loss in accordance with the following:

a) Idle Time of Equipment

Compensation for equipment idle time will be determined on a time and materials basis and shall include the extra cost of moving of equipment and rental loss.

b) Idle Time of Labor

Compensation for idle time of workers will be determined by the Engineers "Labor" less any actual productivity factor of this portion of the work force.

c) Increased costs of Labor and Materials

Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension, as determined by the Engineer.

Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit.

The hours for which compensation will be paid will be the actual normal working time during which such delay condition exists.

The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

Division 1
General Requirements

SECTION 01110
SUMMARY OF GOODS AND SPECIAL SERVICES

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: Gold Hill Package Wastewater Treatment Plant The Project consists of providing a package wastewater treatment plant complete with influent grinding and pumping, equalization, sludge storage, disinfection, control panel and appurtenances as detailed in the specifications.

1.02 SUBMITTALS

- A. Refer to Section 01330 “Submittal Procedures” for general submittal requirements.

1.03 LOCATION OF WORK

- A. The Work is located at 2305 Main Street, Gold Hill, NV 89428.

1.04 TIME FOR COMPLETION OF PROJECT

- A. Substantial completion of the project shall be in accordance with Section 00520 - Agreement.

1.05 SELLER’S DUTIES

- A. Pay legally required sales tax, consumer use tax, and other taxes as may be required by law.
- B. Give required notices.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of Work.
- D. Enforce strict discipline and good order among employees.
- E. Do not employ persons who are not skilled in assigned task.

1.06 WORK FURNISHED BY OTHERS

- A. A future contractor will be hired for the installation of the Package Wastewater Treatment Plant including site work, piping, grading, building construction, utilities, paving and landscaping. Contractor will coordinate directly with Seller to provide a complete and functioning Package Wastewater Treatment Plant.
- B. Contractor and Buyer will be present to assist the Seller during commissioning of the Package Wastewater Treatment equipment.

1.07 PERMITS, EASEMENTS, AND LICENSES

A. The Buyer shall secure and pay for the following:

1. Building permit.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200
PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 PAYMENT

- A. Payments: Progress payments shall be made in the manner specified:
1. Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown in the Specifications, General Requirements, and Supplementary Conditions.

1.02 MEASUREMENT

- A. All pay quantities of material are determined by multiplying the total bid amount by payment schedule included in this section.

1.03 APPLICATION FOR PAYMENT

- A. Format
1. Develop satisfactory spreadsheet-type form generated by downloading cost data from the Progress Schedule.
 2. Fill in information required on form.
 3. When Change Orders are executed, add Change Orders at end of listing of scheduled activities.
 - a. Identify change order by number and description.
 - b. Provide cost of change order in appropriate column.
 4. After completing, submit Application for Payment.
 5. ENGINEER will review application for accuracy. When accurate, ENGINEER will transmit application to BUYER for processing of payment.
 6. Execute application with signature of responsible officer of SELLER.
- B. Substantiating Data
1. Provide Substantiating Data with cover letter identifying:
 - a. Project.
 - b. Application number and date.

- c. Detailed list of enclosures.
- d. For stored products with item number and identification on application, description of specific material, and proof of insurance coverage for offsite stored products.

C. Payment Schedule

- 1. The Buyer will pay the Seller according to the payment schedule.

Table 01200-1: Payment Schedule

Milestone Completion	Percent of Seller's Lump Sum Bid Amount to be Paid by Buyer
Engineer Approved Submittal	30%
Delivery of Equipment to Buyer	60%
Successful Completion of Performance Testing	10%

- ~~2. Note: Buyer will retain five (5) percent from each payment as retainage. Buyer will release total retainage according to the procedures set forth in the Agreement.~~
- 3. Final payment to the Seller will occur as follows: 5% will be paid to the Seller within 180 days of plant delivery and the remaining 5% will be paid within 180 days of startup or upon successful completion of performance testing, whichever comes first.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.01 PROCEDURES

- A. Inquiries: Direct to Engineer regarding procedure, purpose, or extent of submittal.
- B. Timeliness: Schedule and make submissions in accordance with requirements of individual specification sections and in such sequence as to cause no delay in the delivery of the equipment.
- C. Identification of Submittals:
 - 1. Complete, sign, and transmit with each submittal package one copy of the Shop Drawing Transmittal Form provided in Section 01999, “Forms.”
 - 2. Identify each submittal with the following numbering and tracking system:
 - a. Sequentially number each submittal.
 - b. Resubmission of a submittal will have original submittal number with sequential alphabetic suffix.
 - 3. Format: Orderly, indexed with labeled tab dividers.
 - 4. Show date of submission.
 - 5. Show project title, Buyer’s contract identification, and contract number.
 - 6. Show names of Seller, subcontractor, or supplier and manufacturer as appropriate.
 - 7. Identify, as applicable, Contract Document section and paragraph to which submittal applies.
 - 8. Identify submittal type. Submit only one type in each submittal package.
 - 9. Identify and indicate each deviation or variation from Contract Documents.
- D. Resubmissions: Clearly identify each correction or change made.
- E. Incomplete Submissions:
 - 1. Engineer will return the entire submittal for Seller’s revision/correction and resubmission.
 - 2. Submittals that do not clearly bear Seller’s specific written indication of Seller review and approval of submittal or that are transmitted with an unsigned or uncertified submission form or as may otherwise be required will be returned to Seller unreviewed.
- F. Nonspecified Submissions: Submissions not required under these Contract Documents and not shown on submissions will not be reviewed and will be returned to the Seller.

- G. Engineer's Review: Engineer will act upon Seller submittal and transmit response to Seller not later than 15 days after receipt, unless otherwise specified. Resubmittals will be subject to the same review time.
- H. Schedule Delays:
1. No adjustment of contract times or price will be allowed due to Engineer's review of submittals, unless all of the following criteria are met:
 - a. Seller has notified Engineer in writing that timely review of submittal in question is critical to progress of Work and has received Engineer's written acceptance to reflect such on current accepted submissions and progress schedule. Written agreement by the Engineer to reduce submittal review time will be made only for unusual and Seller-justified reasons. Acceptance of a progress schedule containing submittal review times less than specified or less than agreed to in writing by Engineer will not constitute Engineer's acceptance of the reduced review times.
 - b. Engineer has failed to review and return first submission of a submittal within agreed time indicated on current accepted schedule of submissions or, if no time is indicated thereon, within 21 days after receipt.
 - c. Seller demonstrates that delay in progress of Work is directly attributable to Engineer's failure to return submittal within time indicated and accepted by Engineer.
 2. No adjustment of contract times or price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of submittals, including multiple resubmissions.
- I. All submittals that contain iron or steel must comply with the American Iron and Steel (AIS) Provisions contained in the Funding Agency Requirements section. Each submittal transmittal form shall state whether or not AIS applies to the submittal. Any submittal that must comply with AIS must also contain a manufacturer's certification letter of compliance to AIS that is acceptable to the Funding Agency

1.02 SHOP DRAWINGS AND SAMPLES

- A. Copies:
1. Shop Drawings and Product Data: One electronic (pdf format) submittal.
 2. Samples: Two, unless otherwise specified in individual specification sections.
- B. General: Submit to Engineer as required by individual specification sections. Engineer will transmit copies to Buyer as appropriate.
- C. Identify and Indicate:
1. Pertinent drawing sheet(s) and detail number(s), products, units and assemblies, and system or equipment identification or tag numbers.

2. Critical field dimensions and relationships to other critical features of Work.
 3. Samples: Source, location, date taken, and by whom.
 4. Each deviation or variation from Contract Documents.
 5. Where spare parts are to be provided under individual specification sections, indicate the lead time for delivery of all spare parts and a list of suppliers of the spare parts.
- D. Design Data: When specified, provide project-specific information as required and as necessary to clearly show calculations, dimensions, logic and assumptions, and referenced standards and codes upon which design is based.
- E. Foreign Manufacturers:
1. When proposed, include the following additional information:
 - a. Names and addresses of at least two companies closest to Project that maintain technical service representatives.
 - b. List of local spare parts and accessories available for proposed equipment.
 2. Confirm that items are in compliance with American Iron and Steel Act.
- F. Preparation:
1. Format: Whenever possible, schedule for and combine Shop Drawings and samples required for submission in each specification section into a single submittal package.
 2. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents. Identify details by reference to sheet and detail, and schedule or room numbers as shown on Drawings.
 3. Sheet Sizes: 8-1/2 inches by 11 inches or multiples thereof to a maximum of 22 inches by 34 inches.
 4. Piping Systems: Drawn to scale.
 5. Product Data: Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, dimensions and clearances required, wiring, or piping diagrams and controls, and external connections, anchorages, and supports required.
 6. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to work.
 - b. Supplement standard information to provide information specifically applicable to work.
- G. Shop Drawing Disposition:

1. Engineer will review, mark, and stamp as appropriate and distribute marked up copies as noted:
 - a. No Exception Taken (for incorporation in Work):
 - 1) One copy furnished Buyer.
 - 2) One copy retained in Engineer's file.
 - 3) Remaining copies returned to Seller appropriately annotated.
 - 4) Seller may begin to implement activities to incorporate specific product(s) or Work covered by submittal.
 - b. Make Corrections Noted (for incorporation in work):
 - 1) One copy furnished Buyer.
 - 2) One copy retained in Engineer's file.
 - 3) Remaining copies returned to Seller appropriately annotated.
 - 4) Seller may begin to implement activities to incorporate product(s) or work covered by submittal, in accordance with Engineer's notations.
 - c. Rejected:
 - 1) One copy furnished Buyer.
 - 2) One copy retained in Engineer file.
 - 3) Remaining copies returned to Seller appropriately annotated.
 - 4) Seller shall make corrections or develop replacement and resubmit (in same manner and quantity as specified for original submission).
 - 5) Submittal is not satisfactory and Seller may not incorporate specific product(s) or conduct Work covered by submittal.
 - d. Revise and Resubmit:
 - 1) One copy furnished Buyer.
 - 2) One copy retained in Engineer's file.
 - 3) Remaining copies returned to Seller appropriately annotated.
 - 4) Seller shall resubmit entire submittal after making required revisions (in same manner and quantity as specified for original submission).

- 5) Submittal is not satisfactory and Seller may not incorporate specific product(s) or conduct Work covered by submittal.

e. Submit Specified Item:

- 1) One copy furnished Buyer.
- 2) One copy furnished Resident Project Representative.
- 3) One copy retained in Engineer's file.
- 4) Remaining copies returned to Seller appropriately annotated.
- 5) Seller shall submit missing portions (in same manner and quantity as specified for original submission).
- 6) Submittal is not satisfactory and Seller may not incorporate specific product(s) or conduct Work covered by submittal, unless otherwise noted in the Engineer's review comments.

H. Sample Disposition: Same as shop drawing disposition. Samples will not be returned.

1.03 ADMINISTRATIVE SUBMITTALS

A. Copies: One electronic (pdf format) submittal.

B. Submit to Buyer. Buyer will transmit Engineer copies as appropriate.

C. Description:

1. Submittals that are not Shop Drawings or samples, or that do not reflect quality of product or method of construction.
2. May include, but is not limited to, those submittals identified below:
 - a. Applications for Payment.
 - b. Disposition: When appropriate, Engineer will review, stamp, and indicate requirements for resubmission or acceptance on submittal as follows:
 - 1) No Exceptions Taken:
 - a) Schedules: Indicates that schedules provide for the orderly progression of the Work to completion within any specified milestones and the contract times, but such acceptance will neither impose on Engineer's responsibility for the sequencing, scheduling, or progress of the Work nor interfere with or relieve Seller from Seller's full responsibility therefore.
 - b) Acceptance of other administrative submittals will indicate that submittal conforms to intent of Contract Documents as to form and substance.

- c) Seller may proceed to perform submittal-related Work.
 - d) One copy furnished Buyer.
 - e) One copy retained in Engineer's file.
 - f) Remaining copies returned to Seller appropriately annotated.
- 2) Rejected:
- a) One copy furnished Buyer.
 - b) One copy retained in Engineer's file.
 - c) Remaining copies returned to Seller appropriately annotated.
 - d) Seller shall revise/correct or develop replacement and resubmit.

1.04 QUALITY CONTROL SUBMITTALS

- A. Copies: One electronic (pdf format) submittal.
- B. Submit to Buyer. Buyer will provide copies to Engineer as appropriate.
- C. Certificates:
 - 1. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by laws and regulations or governing agency or specified in the individual specification sections.
- D. Statements of Qualification: Evidence of qualification, certification, or registration. As required in these Contract Documents to verify qualifications of professional land surveyors, engineers, materials testing laboratories, specialty subcontractors, trades, consultants, installers, and other professionals.
- E. Field Samples: Provide as required by individual specifications and as may be required by Engineer during progress of Work.
- F. Written Test Reports of Each Test and Inspection:
 - 1. As a minimum, include the following:
 - a. Date of test and date issued project title and number, testing laboratory name, address, telephone number, and name and signature of laboratory inspector.
 - b. Date and time of sampling or inspection and record of temperature and weather conditions.

- c. Identification of product and specification section, location of sample, test, or inspection in the Project, type of inspection or test with referenced standard code, certified results of test.
- d. Compliance with Contract Documents and identifying corrective action necessary to bring materials and equipment into compliance.
- e. Provide an interpretation of test results, when requested by Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01785

GUARANTEES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section defines Contractor responsibilities and procedures to guarantee the equipment and facilities installed under this Contract. Requirements of this specification do not release the Contractor from fulfilling those requirements as stated in Supplementary Conditions of this Contract. Specific guarantees above and beyond the basic one-year guarantee are indicated in the technical specification sections.
- B. Related Sections
 - 1. Section 00700 – General Conditions
 - 2. Section 01999 – Project Forms

1.02 GUARANTEE REQUIREMENTS

- A. For a period of 365 consecutive calendar days, commencing on the guarantee start date (but commencing only as to such portions of the Work so possessed or used), the Contractor shall, upon the receipt of notice in writing from the Owner or Engineer, promptly correct any defective Work.
 - 1. If the defective Work cannot be corrected, or if the corrected Work has been rejected by the Owner or Engineer, the Contractor shall promptly remove it from the site and replace it with non-defective Work, all at no cost to the Owner.
 - 2. The Owner is hereby authorized to make such corrections if, ten days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the corrections or removal/replacement with due diligence.
 - 3. In case of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, corrections, or replacement may be made prior to or concurrent with notice being sent to the Contractor. All expenses in connection with such corrections or replacement, including costs for professional services, will be charged to the Contractor. This guarantee shall be extended for a period equal to the time of correction or replacement.
- B. Acceptance of the work shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.
- C. The guarantee provided in this section shall be in addition to those specific guarantee or warranty requirements for particular equipment and/or work items indicated in the Specifications, and in addition to any other rights or remedies available to the Owner under this Contract or at law.

1.03 DETERMINATION OF GUARANTEE DATES

- A. As required in Section 00700 – General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 DOCUMENTATION

- A. Guarantee dates as required in Section 00700 – General Conditions shall be recorded and submitted to the Owner or Engineer on the Guarantee Documentation Form as provided in Section 01999 – Project Forms.
- B. The guarantee information shall be documented by specification section, in the same order as presented in the Operations and Maintenance manuals.
- C. Vendor information, including point-of-contact, company name, company address, and company emergency telephone number, shall be included for applicable equipment and components of the facility.

3.02 GUARANTEE RESPONSE

- A. The Owner or Engineer or appointed representative shall be the point-of-contact for response to guarantee-related problems during the one-year guarantee period. The Owner or Engineer shall evaluate the problem and initiate the guarantee response by the appropriate vendor or contractor.
- B. For special guarantees extending beyond the one-year guarantee period, Owner personnel shall contact the appropriate vendor directly as identified on the Guarantee Documentation Form.
- C. Upon notification of need for guarantee response, the Contractor shall provide written notification to the Owner initiator, indicating scheduled time of response so that Owner maintenance personnel may be scheduled to be on hand to provide assistance and witness the repair. Guarantee work may only be undertaken on Mondays through Fridays, from 8:00 a.m. to 5:00 p.m., unless the Owner gives express written consent for the performance of the work at other times.
- D. Items requiring guarantee response within the one-year guarantee period shall have a completely new guarantee period established from the time of repair. The Contractor shall provide written verification of the newly established guarantee period to the Owner or Engineer upon completion of the repair.

END OF SECTION

SECTION 01999
PROJECT FORMS

PART 1 – GENERAL

1.01 SUMMARY

- A. Information and use of forms that will be used during the performance of Work.

1.02 FORMAT

- A. The forms listed below will be used for performance of the Work as indicated. The Contractor shall properly complete all forms required by the Contract Documents or the Project Manager. The Project Manager shall review and approve all submitted forms. If submitted forms are not acceptable, the Contractor shall resubmit forms in an acceptable format.

- 1. Substitution of forms by Contractor may occur upon review and approval of Project Manager prior to use.

- B. Electronic Versions: Forms will be provided in either Microsoft Word, Microsoft Excel, or PDF format.

1.03 FORMS

- A. Application for Payment (EJCDC Form)
- B. Change Order (EJCDC Form)
- C. Submittal Transmittal
- D. Guarantee Documentation Form
- E. Certificate of Substantial Completion (EJCDC Form)
- F. Release and Certificate of Payment
- G. Package Wastewater Treatment Plant Evaluation Matrix

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 COMPLETING FORMS

- A. All documents are to be filled out by the Contractor using the format provided by the Project Manager. It is at the discretion of the Project Manager if other forms or formats will be accepted.

3.02 SIGNING FORMS

- A. Original hand-written signatures are acceptable for all documents. The Contractor is to fill out the document either digitally or legibly prior to signing the hard copy.
- B. Use of digital signatures will be discussed and agreed upon before use.

(FORMS FOLLOW)

Release and Certificate of Payment

By: _____ (Authorized signature)	By: _____ Buyer (Authorized Signature)	By: _____ Seller (Authorized)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

1. Date: _____
 2. Seller:
 - a. Name: _____
 - b. Address: _____
 - c. Telephone: _____
 3. Project:
 - a. Name: _____
 - b. Contract #: _____
 4. Payment Amount: \$ _____
 5. Period Covered: _____
 6. Final Payment: _____
- Seller covenants and warrants to: _____

("Buyer"), and certifies as follows:

1. All persons, firms, corporations and other entities furnishing labor, employee benefits, materials, equipment, and/or professional services in connection with the Project, at the request of and for or on behalf of the Seller will be paid through the period stated in No. 5 above from funds to be received from this payment. No person, firm, corporation, or other entity who has furnished labor, employee benefits, materials, equipment and/or professional services to the Seller for the Project, has any right to file a claim or lien against the Project or against the Seller's bonds, or any retained percentage, except as follows" (none, unless otherwise stated):
2. There are no federal, state or municipal taxes, warrants, levies, or other claims, charges, unpaid or delinquent, for which the Seller or its subcontractors are responsible which constitute an encumbrance, claim, or lien against the Project, or the Seller's bonds, or retained percentage. No government agency may file a warrant, lien, levy or other encumbrance against the Project or against the Seller's bonds or retained percentages, except as follows (none, unless otherwise stated):
3. The undersigned Seller agrees to indemnify and hold the Buyer harmless from any and all claims for payment which might be filed contrary to the representations made above and to defend any such claims without any cost, expense, or damages, to the Buyer.
4. The undersigned Seller, in consideration for the Payment Amount shown above, hereby forever releases the Buyer, its sureties, and any bond or retainage from any and all claims for payment arising under or in connection with the Project during the period covered and accepts said payment as full

compensation and consideration for all of the Work performed under this contract.

5. This certificate is made by the undersigned Seller with a full understanding of the facts set forth herein, and for the purpose of inducing the Buyer to make payment to the Seller on the assurance that there are no liens, claims or other encumbrances, except as described above.
6. The person signing this document, regardless of whether they are signing in representative capacity, specifically represents that they have reviewed the relevant records of the Seller, and have personal knowledge that all lienable claims referred to above have been paid. The undersigned also represents that they have been duly authorized to sign this release and to make the representations set forth above on behalf of the Seller.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing statements are true and correct.

SIGNED this _____ day of _____, 20__.

Name and Title of Seller

ENGINEER'S CERTIFICATION OF FINAL PLANS AND SPECIFICATIONS

PROJECT NAME: _____

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 the U.S. Department of Agriculture, Rural Utilities Service, to the best of my knowledge and professional judgment.

If the Engineers Joint Contract Documents Committee (EJCDC) documents have been used, all modifications required by RUS Bulletin 1780-26 have been made in accordance with 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. Supplementary Conditions modifying the General Conditions).

Engineer _____ Date _____

Name and Title _____

EXAMPLE OF A MANUFACTURER'S CERTIFICATION LETTER OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

Date:

Company Name:

Company Address:

Subject: AIS Step Certification for Project (X), Owner's Name, and Contract Number

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or material shipped or provided for the subject project is in full compliance with the AIS requirement as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Item, Products and/or Materials, and location of delivery (City, State):

- 1.
- 2.

Such processes for AIS took place at the following location:

(City, State)

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use your product(s).

Authorized Company Representative Signature

(Note: Authorized signature shall be manufacturer's representative not the material distributor or supplier)

Gold Hill Package Treatment Plant

Decision Matrix

Assign a score from 0 to 100 for how option satisfies each attribute with 0 being the worst and 100% being best.

Lower Relative Weights are less important than higher Relative Weights.

5	15%	Capital Cost							
5	15%	Compliance w/ Specification							
3	9%	Reliability/Redundancy							
3	9%	Process							
3	9%	Number of Installations							
1	3%	Power Consumption							
3	9%	Operator Effort							
3	9%	Annual O&M Cost							
1	3%	Lead Time							
1	3%	Installation Services							
2	6%	Warranty							
3	9%	Other							
SCORE									

Notes:

Relative Weight of Attributes are subject to revision.
 Storey County and Engineer reserve the right to waive irregularities in proposals.

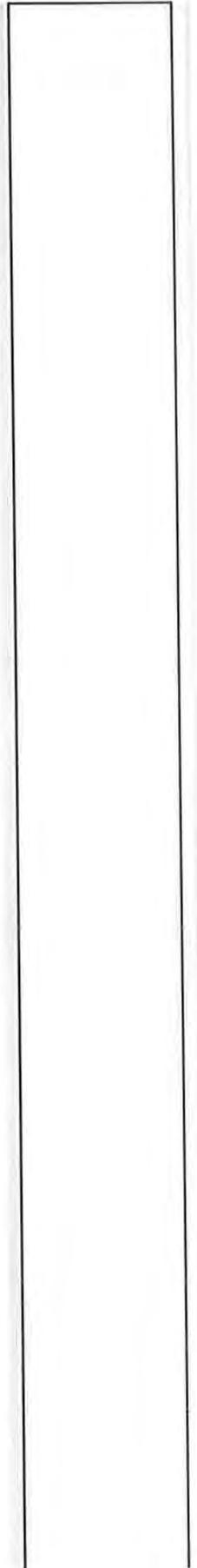
Gold Hill Package Treatment Plant

Attribute Descriptions

Capital Cost	Baseline cost of the equipment
Compliance with Specification	How well did the proposal address the requirements in the specifications
Reliability/Redundancy	Are there redundant components in case of failure installed or supplied
Process Simplicity	Extended Aeration is preferred, Rotating Biological Contactor Acceptable, SBR lease desirable due to the number of components
Number of Installations	How many installations of similar size, elevation, temperature and comparable discharge limits
Power Consumption	Total power consumption of all components to determine overall operations cost
Operator Effort	Based on hours per week or day needed to ensure proper operation; also needed for overall operations cost
Annual O&M Cost	Total estimated cost for power, labor, parts and equipment on an annual basis
Lead Time	Will the equipment be delivered within the funding and contract effective dates
Installation Services	Level of support during installation and location of technical support for parts or trouble shooting
Warranty	Are there any exclusions or disclaimers that are potential red flags; longer, more inclusive warranty is preferred alternative
Other	Any irregularities, undesirable features, conditions or requirements that may be cause for disqualification

END OF SECTION

**Division 11
Equipment**



SECTION 11390
PACKAGE WASTEWATER TREATMENT PLANT

PART 1 – GENERAL

1.01 SUMMARY

- A. The Supplier shall furnish and deliver, ready for installation one factory-built package wastewater treatment plant and associated equipment as specified herein and in accordance with the Procurement Documents: Storey County, Gold Hill Package Wastewater Treatment Plant Procurement.
- B. The package wastewater treatment plant shall be capable of treating domestic wastewater influent through biological processes to stabilize the waste to achieve the effluent limits set forth in the discharge permit. The system shall be designed for treating domestic sewage with an average daily flow rate of 10,000 gallons per day of 270 mg/l-BOD₅; 250 mg/l TSS, 45 mg/l Ammonia as N, with a TKN of 60 mg/l. The plant shall be designed to handle average daily flows fluctuating over the range of 50% to 110% of design flow with an effluent quality of 30 mg/l-BOD₅; 30 mg/l TSS, 10 mg/L total Nitrogen, at 5500 feet above sea level. Disinfection will be required to meet a level of 200 MPN/100 ml for Fecal Coliform. The complete system shall include all necessary equipment and appurtenances for efficient and fully functional plant operation.
- C. The plant supplier or manufacturer shall provide a performance guarantee to the owner that the Facility permit limits (stated above) will be met for the first 12 months after startup as long as the influent volume, BOD, TSS, and Nitrogen assumptions remain as above.
- D. The package wastewater treatment plant shall include all necessary equipment, internal piping, electrical components, pumps, blowers, sensors and controls as needed for a complete functioning system.
- E. Selection of the successful Supplier will be based on a ranking matrix that is located in Section 01999 Forms.

1.02 LOCATION AND SITE CONDITIONS

- A. The package wastewater treatment plant will be installed in Gold Hill Nevada, which is approximately 1.5 miles south of Virginia City Nevada.
- B. The site is at an elevation of 5500 feet above mean sea level. Climate data for Virginia City lists an average annual temperature of 50.1° F with average annual high and low temperatures of 60.4° F and 39.8° F respectively.
- C. The treatment plant tankage will be buried with only 12-30 inches of tankage above ground to retain heat during winter months and will be covered by a building for visual screening and sound attenuation from blowers or other equipment and to provide sun and precipitation protection. The building will not be heated and will employ passive ventilation.

- D. The below grade tankage must comply with OSHA requirements regarding railing or gratings as required depending on height of tankage above grade.
- E. The effluent discharge will be to an ephemeral stream. The preferred manor of discharge would be by gravity flow from the disinfection chamber to the outfall structure.
- F. The site is adjacent to residential occupation and equipment shall include sound attenuation enclosures inside the building.
- G. Single phase power is available at the site. Owner will install a rotary phase converter to provide three phase power for the facility. Supplier shall provide electrical data for the proposed package wastewater treatment plant to allow Owner to properly size the phase conversion equipment.

1.03 REFERENCES

- A. American Society of Mechanical Engineers (ASME)
- B. Institute of Electrical and Electronics Engineers, Inc. (IEEE)
- C. American Welding Society (AWS) D1.1, Structural Welding Code
- D. National Electric Code (NEC)
- E. National Electrical Manufacturers Association (NEMA)
- F. American National Standards Institute (ANSI)
- G. The Society for Protective Coatings (SSPC)
- H. American Bearing Manufacturers Association (ABMA)
- I. Hydraulic Institute (HI)

1.04 SUBMITTALS FOR APPROVAL

- A. Submit as specified in Section 01330 – Submittal Procedures
- B. Package plant cost including material, delivery, tax and estimated installation including detailed breakdown of options.
- C. Product Data
 - 1. Manufacturer's descriptive literature, illustrations, specifications, identification of materials of construction and engineering data.
 - 2. Complete process calculations for the various flow rates described in section 1.01.B.
 - 3. Submit surface preparation and finishes to be applied to all equipment and cathodic protection on metal tankage.

D. Shop Drawings

1. Complete manufacturer fabrication/assembly drawings/instructions.
2. Drawings showing dimensions, weights, loading information and location of all components; Include details on required points of connection to external components.
3. Wiring, control schematics, and control logic diagrams for all electrical and control components furnished.
4. List of Recommended Spare Parts with price information

E. Manufacturer's references

F. Operating and Maintenance (O&M) Manual, including frequency of servicing.

1. One example hard copy of the O&M for a similar installation at procurement.
2. When placed into service: hard copies (number to be determined by OWNER) of O&M manuals shall be supplied as well as a digital copy. At a minimum the following should be provided:
3. Complete, detailed start-up, operating and installation instructions for each piece of the wastewater treatment system.
4. Control scheme with instruments, control panel, alarms, settings, etc.
5. Explanations for all safety considerations relating to operations.
6. Maintenance data including all information and instructions for plant maintenance personnel to keep equipment properly cleaned, lubricated and adjusted to manufacturer's specifications. The following shall specifically be provided:
 - a. Explanation with illustrations as necessary for each maintenance task.
 - b. Recommended schedule of maintenance tasks.
 - c. Recommended lubricants.
 - d. Troubleshooting instructions.
 - e. List of maintenance tools and equipment.
 - f. Recommended spare parts lists
7. Sound levels of equipment.
8. Name, address, and phone number of manufacturer and manufacturer's local service representative.

9. Resubmit this document with comments after each section and subsection with requirement that indicates where in the submittal package each requirement is addressed including page numbers.

G. Cost of Operation

1. Supplier shall provide estimates of operator labor hours to maintain the equipment on a monthly basis.
2. Supplier shall provide an estimate of energy cost for the equipment on a monthly basis using a rate of \$0.11 per kilowatt-hour of electricity. This estimate shall also include efficiencies of VFD's if so equipped.
3. Cost estimate shall include consumables such as required lubricants and tablet consumption for the chlorinator.

H. Waste Activated Sludge (WAS) Production

1. Supplier shall include an estimate of the WAS production rate and required sludge storage volume for a minimum of 30-days of storage at maximum design operating condition. Provide minimum and maximum recommended sludge removal frequencies and volumes.

1.05 DELIVERY STORAGE AND HANDLING

- A. The Owner will be hiring a Contractor for the site work, installation and integration of the new treatment facility based on the package plant. The Contractor will be responsible for unloading, storing and handling the equipment in accordance with the manufacturer's instructions. Contractor will also assist in the commissioning efforts. Provide supplier coordination to Contractor.

1.06 QUALIFICATIONS OF PACKAGE TREATMENT PLANT SUPPLIER

- A. Unless otherwise approved by the Engineer, consideration will be given only to products of manufacturers who can demonstrate that their equipment fully complies with all requirements of the specifications and contract documents that apply. The equipment shall be supplied by a firm which has been regularly engaged in the design, fabrication, assembly, testing, start-up and service of package treatment systems, of the same size as proposed, operating with similar characteristics, for a period of not less than five (5) years prior to the bid date of this contract.
- B. Unless otherwise approved by the Engineer, manufacturer shall provide proof of successful operating experience during the last five (5) years on at least five (5) installations comparable in size, location (elevation) and flow rate to that specified herein.

1.07 DESCRIPTION OF SYSTEM AND PERFORMANCE CRITERIA

- A. Influent raw sewage shall enter a Supplier provided vault, tank or manhole prior to transfer to the treatment system. This unit shall be equipped with grinding or chopping equipment to

homogenize any solid material into the liquid stream. No screenings of solids prior to entering the treatment train will be allowed.

- B. If the remaining solids are not compatible with the successive unit processes within the package treatment plant, primary settling will be allowed with the settled solids being transferred to the waste activated sludge holding tank as a slurry or sludge. The volume of the sludge storage tank shall be increased for the additional volume created by the primary sludge such that the tank will have a minimum of 30 days of operational storage for primary and waste activated sludge at maximum design capacity.
- C. Stabilization of the sewage influent shall be accomplished primarily through an aerobic biological processes that may include extended aeration, rotating biological contactors, or batch processes. Anerobic or anoxic portions of the plant should be included for nutrient removal.
- D. Waste sludge generated by the biological processes will be stored in a sludge holding tank for removal by the owner on a regular basis not to exceed one time in 30 days. Digestion of the waste sludge is not required; however, it shall be kept aerobic and supplier will provide provisions for thickening and removal of supernatant prior to removal. The sludge holding tank shall be equipped with a pumping system capable of transferring the waste sludge to a tanker truck via a cam-lock type connection.
- E. The package treatment plant shall be equipped with a tablet chlorinator for disinfection of the effluent prior to discharge. Liquid sodium hypochlorite systems will not be allowed.
- F. The package treatment plant shall be equipped with an automatic control system capable of performing all of the necessary functions required for treatment without operator assistance. List adjustments in timing, flow rates, levels etc.
- G. The automatic control system shall be capable of generating discrete alarm signals outputs that can be transmitted (by third party RTU) to the Owner.

1.08 EQUIPMENT WARRANTY

- A. Manufacturer warrants for a period of twelve (12) months from startup, not to exceed twenty four (24) months from date of shipment, the package system to be free from defects in material and workmanship under normal use and service when used and maintained in accordance with Operation and Maintenance Instruction Manual supplied by manufacturer. Manufacturer's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be defective, providing that such part is, upon request, returned to manufacturer's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor does it cover damage resulting from misuse, accident, neglect or from improper operation, maintenance, installation, modification, or adjustment.
- B. This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of manufacturer's factory or damaged by improper installation, storage, application, or subjected to misuse, abuse, neglect or accident.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Aqua-Aerobics Systems, Inc.
- B. Evoqua Water Technologies
- C. Fluidyne Corporation
- D. Smith & Loveless
- E. Fluence Corporation (Tipton)
- F. Wastewater Compliance Systems, Inc.
- G. WesTech Engineering, Inc.
- H. Or approved equal/substitute

2.02 REQUIREMENTS OF OPERATION

- A. Package plant shall have no single point of operational failure without a redundant component or installed spare part. Supplier is to supply references or operational data that indicate system reliability and typical percentage of normal operation between failures.
- B. System shall not produce objectionable odors under normal operating conditions. The odor associated with a properly operating aerobic activated sludge process is not considered objectionable, however anaerobic or anoxic conditions or exposed raw sewage constitute potential sources of objectional odors
- C. Operation of the package treatment plant shall be fully automated with the ability of adjustable set points and automatic continuous remote monitoring, requiring on-site operator attention for routine or preventative maintenance and restocking the tablet chlorinator only.
- D. Tankage shall be steel with passive cathodic protection or reinforced fiberglass suitable for burial
- E. Blowers/Aerators
 - 1. Shall have premium efficiency motors
 - 2. Shall include sound enclosures
 - a. Provide decibel rating.
- F. Mixers
 - 1. Shall have premium efficiency motors

G. Pumps

1. Shall have premium efficiency motors
2. Shall be non-clog, chopper or air lift

H. Effluent Flow Meter

1. Supplier shall provide a magnetic flow meter on the effluent discharge.
 - a. Meter shall be capable of displaying flow rate and totalized flow.

I. Sludge Holding Tank Pump

1. Sludge holding tank shall be equipped with a pump capable of draining the sludge tank and discharging into a tanker truck or tanker trailer through a cam-loc type fitting.

2.03 PACKAGE PLANT ELECTRICAL AND CONTROLS

- A. Package plant will be supplied with three phase power.
- B. Operation of the package plant process shall be fully automated.
- C. Control system shall have provisions to provide discrete alarm signals to Owner-supplied SCADA system.

2.04 FINISHES & CORROSION CONTROL

- A. All metal tankage and piping shall be coated with epoxy for corrosion prevention. Epoxy coating shall be suitable for use with cathodic protection.
 1. Sherwin-Williams Dura-Plate 235 Multi Purpose Epoxy – 8 mils (wet)
 2. Or approved equal/substitute
- B. Metal tankage shall be protected through the use of passive cathodic protection using buried sacrificial anodes.

PART 3 – EXECUTION

3.01 FIELD SERVICES

- A. Supplier shall assist Contractor to ensure installation is in accordance with manufacturer's requirements.
- B. Supplier shall provide an estimate of work hours that will be included with the contact price for installation support.

3.02 INSTALLATION

- A. Install equipment per the manufacturer's instructions and these Specifications.
- B. Connect power wiring per the electrical Drawings and Specifications.

3.03 FIELD TESTING AND ACCEPTANCE

- A. For the completed project to be accepted by the Owner, the following requirements shall be met:
 - 1. Complete startup and commissioning service including electrical checks.
 - 2. Package plant shall be operational and producing effluent in accordance with the discharge permit conditions for a period of four (4) weeks.
 - 3. If the effluent limitations are exceeded during this period, that were not caused by equipment failure, illicit discharge or other unforeseen event, Seller shall provide technical assistance or site visit as needed to return the plant to compliant operation.

3.04 TRAINING

- A. Supplier shall provide a minimum of 8-hours training for operations staff on the operation, adjustment, maintenance and troubleshooting of the plant. This training shall include two trips: one at startup and one after three months of operation.

END OF SECTION



Fluence's Tipton Series Package Wastewater Treatment Plant

Prepared for Alex Stodmeister, PE

Proposal No: 19-4102 Rev

Proposal Date: January 13, 2020

To Whom it May Concern:

Fluence is pleased to provide you with a proposal for One (1) Tipton WWTP, prefabricated A-36 grade steel extended aeration packaged wastewater treatment systems as manufactured by Fluence, Golden Valley, Minnesota, USA. This proposal has been prepared based on the request for proposal per the bid documents. The Fluence TIPTON Series packaged wastewater treatment plant designed for below grade installation. It will have an average design flow of 10,000 gallons per day of domestic wastewater and will include secondary treatment with all necessary vessels, internal piping, weirs, baffles, and items of equipment as indicated in this proposal.

Dina Palumbo

Product Sales Manager, USA

fluence

Value from Water

fluencecorp.com

Direct +1 763.746.9271

Main +1 800.879.3677

Table of Contents

1.0	Technical Data	4
2.0	Scope of Supply	4
2.1	Flow equalization Chamber	4
2.2	Sludge Holding Chamber	4
2.3	Anoxic Chamber	5
2.4	Aeration Chamber	5
2.5	Clarifier Chamber	5
2.6	Disinfection	6
2.7	Service Grating	6
2.8	Corrosion Prevention	6
2.9	Manufacturer's Service	6
2.10	Notes, Clarifications & Exceptions	7
3.0	Commercial Section	9
3.1	Selling pricing	9
3.2	Taxes	9
3.3	Proposal Acceptance	9
3.4	Forms of Sub-Contract Conditions and Retentions	9
3.5	Liquidated Damages	9
3.6	Submittal Drawings	9
3.7	Manufacturing of Equipment	10
3.8	Fluence Standard Terms and Conditions	10
3.9	Acceptance	10
3.10	Delivery	10
3.11	Warranties	10
3.12	Prices	12
3.13	Terms of Payment	12
3.14	Cancellation Charges	13
3.15	Schedule of Cancellation Charges	13
3.16	Back charge(s) / Change Order(s)	13

3.17 Title & Lien Rights 13

4.0 Customer Acceptance 14

1.0 Technical Data

Parameter	Units	Typical Influent Wastewater	Effluent Quality ¹
Design flow rate	GPD	10,000	
pH range	-	6.5 – 9	
Biochemical Oxygen Demand ₅	mg/l	270	≤30
Total Suspended Solids	mg/l	250	≤30
TKN (influent) / TN (effluent)	mg/l	60	≤10
Fecal Coliform	MPN	N/A	200/100ml

Wastewater characterization is an important element in the evaluation and construction of facilities for optimizing performance and available treatment capacity. Without comprehensive wastewater characterization, facilities may either be under-or oversized, resulting in inadequate or inefficient treatment.

2.0 Scope of Supply

2.1 Flow equalization Chamber

One (1)	3,333-gallon flow equalization chamber constructed as integral to the main system structure
Two (2)	Submersible flow equalization pumps, 1/2hp, 240/480 volt, 3 Phase, 60Hz.
One (1)	Comminutor with integral control panel, 1/2hp, 240/480 volt, 3 Phase, 60Hz.
One (1)	Bar Screen downstream of comminutor for redundancy
Four (4)	Liquid level sensors for flow equalization pump control
One (1)	Blower motor unit, 16.5 SCFM @ 5 psig, 3 HP, 240/480 volt, 3 Phase, 60 Hz. mounted within a sound enclosure

2.2 Sludge Holding Chamber

One (1)	2,250-gallon (30-day storage capacity) aerated sludge holding chamber with air supplied from
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	the main (Aeration Chamber) blower motor units
One (1)	Sludge Discharge Pump ½ HP, 240/480 volt, 3 Phase, 60 Hz.
One (1)	Supernatant decant assembly

2.3 Anoxic Chamber

One (1)	Anoxic chamber with a volume of 1,250 gallons
One (1)	Slow mixer with controls, ½ HP, 240/480 volt, 3 Phase, 60 Hz.

2.4 Aeration Chamber

One (1)	Aeration chamber with a volume of 10,000 gallons
Two (2)	Blower motor units each with a capacity of 80 SCFM at 5 psig, equipped with 7.5 HP motor 240/480 volt, 3 Phase, 60 Hz. mounted within a sound enclosure
One (1)	Air manifold with diffuser drop assemblies
One (1)	Lot of coarse air diffusers
One (1)	Lot piping painted steel, schedule 40
Two (2)	MLSS Recycle pumps, ½ HP, 240/480 volt, 3 Phase, 60 Hz.
One (1)	Pre-wired electrical control system Model CP-1 complete with enclosure with the necessary Motor starters, circuit breakers, programmable 24/7 timers, selector switches all designed to operate on 240/480 volts 3 phase, 60 Hz.

2.5 Clarifier Chamber

One (1)	Gravity hopper type clarifier with a volume of 1,667 gallons
Two (2)	3" sludge return assemblies, airlift type
Three (3)	2" skimmer return assemblies, airlift type

2.6 Disinfection

One (1)	Chlorine contact chamber with baffle and a volume of 208 gallons
One (1)	Tablet chlorinator, Sanuril 1000
One (1)	Magnetic flow meter – effluent

2.7 Service Grating

One (1)	Lot of non-skid galvanized grating over the tank
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2.8 Corrosion Prevention

One (1)	Interior surface sandblast SSSP-SP10
One (1)	Exterior surface sandblast SSSP-SP6
One (1)	Interior surface protection, Tnemec coal tar epoxy, 8-10 mils
One (1)	Exterior surface protection, Tnemec coal tar epoxy, 8-10 mils
One (1)	Lot of sacrificial anodes for corrosion protection

2.9 Manufacturer's Service

One (1)	Trip for system startup and operator training, consisting of a maximum of two days onsite.
One (1)	Trip for system operator training, consisting of a maximum of 8 hours. 3 Months after start-up

2.10 Notes, Clarifications & Exceptions

- A.** The following equipment and services are NOT provided as part of this proposal:
- Foundation pad, design of foundation pad, including calculations and construction of foundation pad. All concrete foundation pad design and required anchoring for holding the tank structure in place during periods of dewatering shall be by others
 - Monitoring system
 - Installation of ancillary components including but not limited to blowers, control panels, pumps, flow meters, grating, platforms, etc.
 - Additional Startup and Operator Training, other than noted above (Available upon request at additional charge)
 - Stamped Drawings
 - Installation and Field Erection Supervision
 - Structural calculation and loads
 - Seismic calculations
 - Crane for offloading
 - Main electrical power connection to plant and field wiring to the control panels.
 - All interconnecting piping outside plant walls including:
 - Piping to inlet of plant
 - Blower piping from the blower units to the tank structure (field piping)
 - Effluent piping
 - Field piping connections from blower motor units to plant air manifold.
 - Field piping connections to effluent flow meter.
 - Conduit and wiring for plant.
 - All field welding or wiring.
 - All plant lighting.
 - The package wastewater treatment system proposed is for the purpose of treating the domestic wastewater from the site facilities. This is not to be used as a food disposal. No provisions have been included to treat an excessive amount of food waste.
- B.** Dimensions and Weights (Approximate):
Advanced Treatment System:
- 32'-6"L x 10' W x 11'-0"H Approximate overall dimensions
 - Empty Weight (shipping) of heaviest section: 30,000lbs
- C.** Foundation Pad, Crane off-loading at destination, touch-up paint, plumbing to the plant, installation of grating, handrail and component equipment, electrical wiring, and filling of the tank for testing are to be done by the general contractor.
- D.** The equipment offered by Fluence is our standard design, materials and manufacture. If this equipment is subject to any alteration in design or materials of manufacture by the contractor, owner, owner's agent or engineer, such alterations shall be subject to change in the contract price and/or delivery schedule.

- E.** Detail civil engineering, mechanical and electrical design are excluded from this proposal.
- F.** Cost of performance testing and analytical work associated with start-up, commissioning and testing is excluded from the above proposal. Performance testing is in scope of OTHERS.
- G.** Power Requirements: 240/480 volts, 3 Phase, 60 Hz.
- H.** Performance and payment bonds are included.

3.0 Commercial Section

3.1 Selling pricing

Selling Pricing, FOB Factory, Freight allowed to Project Site in Gold Hill, Nevada not offloaded. Offloading and installation is by OTHERS

ITEM	Selling Price (USD, \$)
<p>Base Price for Wastewater Treatment Plant:</p> <ul style="list-style-type: none"> One (1) Tipton WWTP prefabricated A-36 grade steel advanced extended aeration packaged wastewater treatment system 	<p>\$206,750.00</p>

3.2 Taxes

Except as noted above, the quoted price does not include any Clearance through customs, Custom duties, local, state, federal, or country taxes local, state or federal taxes, permits or other fees. Any additional taxes or fees that may apply, Fees or charges for permits, letters of credit, or other finance or related charges and fees must be added to the quoted price and paid by the buyer.

3.3 Proposal Acceptance

This proposal is offered for acceptance within thirty (30) days from date of this quotation or date of bid opening, whichever is the later date. Prices are subject to review thereafter. Prices are firm, based upon receipt of a Letter of Intent or Purchase Order and notice to proceed within this thirty (30) day period and the review and for return of submittal drawings to Fluence within thirty (30) days. Delays caused by slow return of submittals or other manufacturing delays caused by the contractor, owner, owner's agent or engineer may result in additional charges of 1% per month for such delays or part thereof.

3.4 Forms of Sub-Contract Conditions and Retentions

We do not accept Sub-Contract Conditions or Retentions

3.5 Liquidated Damages

Liquidated damages are not accepted.

3.6 Submittal Drawings

Submittal drawings on the preceding equipment will be submitted within four (4) to six (6) weeks after receipt of a firm purchase order. Drawing timeline may increase or decrease with volume production at the time of receipt of approved order.

Note: A purchase order signed by both Fluence and the purchase order originator must be executed prior to any submittal being forwarded. Fluence shall not commence or consider project start-date until a purchase order by both parties has been fully executed and signed by both parties, and all transfer of monies has been completed.

3.7 Manufacturing of Equipment

Manufacturing of equipment listed above will be twelve (12) to sixteen (16) weeks after receipt of approved submittals, down payment and progress payment.

3.8 Fluence Standard Terms and Conditions

Standard Terms and Conditions shall apply and form part of the within quotation except as expressly otherwise agreed by an officer of Fluence.

No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Fluence, unless made in writing and signed by its authorized representative. Further, the seller's salespeople and the seller's agents may have made oral statements about the merchandise described in this warranty. Such statements do not constitute warranties, shall not be relied on by the buyer and are not part of the contract for sale or warranty. The entire warranty is embodied in this writing. This warranty shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota (USA). Fluence, Purchaser, Purchaser's Agent and End User agree that any legal action commenced relative to this warranty will be venued in the courts, State or Federal, located in the State of Minnesota (USA).

3.9 Acceptance

Unless otherwise expressly stated herein, this quotation shall expire thirty (30) days after its date.

3.10 Delivery

Time of Delivery is an estimate only and is based upon the receipt of all information and necessary approvals. The company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, and acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond the company's control.

3.11 Warranties

FLUENCE warrants for a period of twelve (12) months from startup, not to exceed eighteen (18) months from date of shipment, the new equipment of its own manufacture to be free from defects in material and workmanship under normal use and service when used and maintained in accordance with Operation and Maintenance Instruction Manual supplied by Fluence. Fluence's obligation under this warranty being limited to repairing or replacing, at its option, any part found to its satisfaction to be defective, providing that such part is, upon request, returned to Fluence's factory, freight prepaid. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials, nor

does it cover damage resulting from misuse, accident, neglect or from improper operation, maintenance, installation, modification, or adjustment.

This warranty is subject to the following conditions:

Purchaser understands, agrees and accepts this warranty. Such acceptance shall be indicated by all applicable parties signing and returning a copy of this document to Fluence. Warranty period begins as stated above but is not activated or valid until all material is paid for in full to Fluence and the signed original has been returned to Fluence. Fluence will then return a copy of the official, activated warranty statement to all signing parties.

This warranty is made for the benefit of Purchaser (municipality or end user) and when applicable to the Purchaser's agent (contractor) only. This warranty is non-transferable and non-assignable.

Any repaired or replacement item supplied under this warranty shall be warranted as provided herein only for the remainder of the warranty period applicable to the original purchase.

This warranty expressly excludes defects or damage caused by Acts of God such as, but not limited to; falling objects, external forces, explosion, fire, riot, civic commotion, acts of war, or vandalism. It also excludes; mishandling by Purchaser, excess wear, excessive corrosion, fatigue, abuse, or failure caused by lack of maintenance, or caused by freight damage, improper storage, contact with foreign objects, use in highly corrosive, highly abrasive or high temperature solutions, excess foam, or use in solutions with high levels of large suspended solids.

Fluence shall have the absolute discretion to either repair or replace the failed item. The work so performed shall be done using Fluence practices and materials. Fluence, herewith reserves the right to approve and/or negotiate any contract for any such work not performed by Fluence.

All claims made under this warranty must be made to Fluence within thirty (30) days after Purchaser shall have reasonably discovered the subject defect. Fluence must be given a reasonable opportunity to inspect any material claimed to be defective. Upon determination by Fluence, that a claimed failure is covered under this warranty, and should Fluence choose to have the Purchaser handle the repair locally, the Purchaser shall obtain two (2) competitive bids for the work involved. Fluence shall have the right to obtain additional bids at its sole cost. If Fluence elects to have any repair performed pursuant to any such bid, Fluence shall pay Purchaser the full amount of such bid, after receiving a written release from Purchaser of further claims concerning the specific complained condition. The Purchaser agrees to "render friendly assistance" during the claim processing period.

This warranty will be effective only if normal maintenance as set forth in the Operations and Maintenance Instruction Manual is followed. Fluence reserves the right to ask for and review maintenance records to support the Purchaser's claim.

During the warranty period, the purchaser is responsible for shipping to and from designated repair facility along with any site related costs associated with removal and reinstallation of equipment.

3.12 Prices

All prices exclude sales, use, occupation, license, excise and other taxes in respect to manufacture, sale or delivery, all of which shall be paid by the buyer unless a proper exemption certificate is furnished.

3.13 Terms of Payment

As noted in the signed contract OR the following apply:

Thirty percent (30%) down payment required at time of signed purchase order.

Thirty percent (30%) due with approval and release to manufacture. No work will be started until payment is received.

Forty percent (40%) due prior to shipment. No equipment will leave the facility until proof of payment has been provided.

All payments other than initial payments, shall be made pro rata as principal items are shipped.

In the event delay in making shipment is caused by buyer, payment for such shipment shall be due fifteen (15) days from date Fluence notifies buyer that Fluence is prepared to make such shipment. If buyer delays completion of manufacture, Fluence may elect to require payment according to percentage of completion. Machinery held for buyer shall be at buyer's risk and expense. Interest in the amount of two percent (2%) per month will be added to all invoices not paid within scheduled dates as listed above.

In the event the delay in making shipment is caused by buyer, from original Fluence scheduled delivery, payment for storage fees shall also apply and must be received prior to release of equipment for shipment. Storage fees in the amount of two percent (2%) per month of total contract price will be added to all invoices.

Fluence shall not commence or consider project start-date until a purchase order has been fully executed and signed by both parties, and all transfer of monies has been completed.

3.14 Cancellation Charges

In the event the buyer elects to cancel the order or if any proceeding be instituted by or against buyer under any bankruptcy or insolvency law, or if in Fluence's judgment, buyer's financial situation justifies such action, Fluence may, at any time prior to delivery require payment in advance or cancel the order as to any unshipped items and require payment of its reasonable cancellation charges as outlined below.

3.15 Schedule of Cancellation Charges

Attained Milestone	% of Purchase Order Contract Value
Prior to Submittal but After Order Acceptance	15%
Prior to Submittal Approval after submittals sent	30%
Prior to Release to Production	60%
Prior to Initiation of Equipment Assembly	100%

3.16 Back charge(s) / Change Order(s)

Fluence shall not accept any back-charges unless written approval has been furnished by an authorized Fluence employee prior to work/task commencement. An authorized Fluence employee must approve and execute all change orders prior to commencement.

3.17 Title & Lien Rights

The equipment shall remain personal property, regardless of how affixed to any realty or structure until the price (including any notes given therefore) of the equipment has been fully paid in cash. The company shall, in the event of customer's default, have the right to repossess such equipment.

3.18 LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED THAT FLUENCE'S LIABILITY HEREIN, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE COSTS OF THE PURCHASE PRICE PAID TO FLUENCE AND UNDER NO CIRCUMSTANCES SHALL FLUENCE, BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, OR OTHER TYPES OF DAMAGES INCLUDING ON-SITE LABOR. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR APPLICATION.

4.0 Customer Acceptance

Submitted By:	Accepted By:
<p>Dina Palumbo Product Sales Manager, US Operations</p> <p>Fluence 7135 Madison Avenue West Minneapolis, MN 55427-3601 USA</p> <p>Direct: 763-746-9271 Fax:763-746-8408</p>	
<i>Authorized Signature</i>	<i>Authorized Signature</i>
Dina Palumbo	
<i>Authorized Printed Name</i>	<i>Authorized Printed Name</i>
01/13/2020	
Date	Date



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 18, 2020

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION:** Consideration and possible approval of amendment to Interlocal agreement with NDOT for signal maintenance services.
2. **Recommended motion:** I _____ (Commissioner) move to approve the amendment to the Interlocal Agreement with NDOT for signal maintenance services
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** Storey County has an existing interlocal agreement with NDOT to provide maintenance and repair services for traffic signals. Storey County is entitled to seek payment from NDOT to the extent the costs of repairs and maintenance exceed \$1,500.00 and are not covered by insurance. NDOT's engineer explains that the agreement with Storey County was set up in NDOT's system as a non-monetary account. The purpose of the amendments is to change the way NDOT's account is set up to provide for payments to Storey County for qualifying expenses. The amendments are more of a way of adjusting NDOT budgeting. The Board approved a previous amendment to the agreement on December 17, 2019. That agreement was not approved by NDOT despite the fact that NDOT provided the proposed agreement. The new proposed amendment is largely similar to the one previously approved.
6. **Supporting materials:** Copy of original Interlocal Agreement and copy of proposed amendments to that agreement
7. **Fiscal impact:**
Funds Available: _____ Fund: _____ Comptroller _____
8. **Legal review required:**
 X District Attorney
8. **Reviewed by:**

____ Department Head
____ County Manager

Department Name: _____
Other agency review: _____

9.

Board action:

Approved
 Denied

Approved with Modifications
 Continued

Agenda Item No.

Amendment No. 1 to
Interlocal Agreement No. NM389-18-016

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Storey County, P.O. Box 435, Virginia City, Nevada 89440, hereinafter referred to as the "AGENCY."

WITNESSETH:

WHEREAS, on September 20, 2018, the parties entered into Agreement No. NM389-18-016 to establish roles and responsibilities for ownership, maintenance, operation, upgrade, and repair of traffic signal systems; and

WHEREAS, the Agreement shall be amended from a non-monetary agreement to a payable agreement to allow District II to reimburse the AGENCY for services, identified in provisions of Agreement No. NM389-18-016, using District II funds; and

WHEREAS, the Agreement requires an amendment to transfer the division code from Traffic Operations to District II, to allow the District to provide funding, if required; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. NM389-18-016.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement title "INTERLOCAL AGREEMENT" shall be amended to read "SIGNAL MAINTENANCE INTERLOCAL AGREEMENT".
2. The Agreement shall be renamed from "NM389-18-016" to "P389-18-201". This change allows District II to reimburse the AGENCY for services using District II funds, identified in provisions of Agreement No. NM389-18-016.
3. All of the other provisions of Agreement No. NM389-18-016 dated September 20, 2018, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Storey County Public Works

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

Approved as to Legality and Form:

Title (Print)

Deputy Attorney General

Approved as to Legality and Form:

Attorney



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 18, 2020

Estimate of time required: 15 minutes

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

1. **Title: FOR POSSIBLE ACTION:** Consideration and Possible approval of Resolution 20-565 providing for termination of the non-exclusive easement provided by the Nevada Division of State Lands (State Lands) to Storey County for maintenance of the bridge where the USA Parkway crosses the Truckee River; and providing for the execution of a quitclaim deed conveying the easement back to State Lands
2. **Recommended motion:** I _____ (Commissioner) move to approve Resolution No. 20-565 and authorize the chairman to sign the Resolution as well as a quitclaim deed conveying a bridge maintenance easement back to State Lands.
3. **Prepared by:** Keith Loomis
4. **Department:** District Attorney's Office **Telephone:** 847-0964
5. **Staff summary:** At present, Storey County is responsible for maintaining the bridge where the USA Parkway crosses the Truckee River. This obligation arises from the fact that the Nevada Department of Transportation (NDOT) and the County entered into an interlocal agreement in 2007 by which Storey County agreed to maintain the bridge. The Nevada Division of State Lands subsequently conveyed an easement to Storey County authorizing Storey County to maintain the bridge. It is now proposed that NDOT take over maintenance of the bridge. In order to accomplish this, Storey County must terminate the easement conveyed to it by State Lands so that State Lands can convey the easement to NDOT. In order to terminate the easement, Storey County must give written notice 90 days in advance of the termination of the easement. State Lands has also requested that Storey County reconvey whatever interest it has in the easement back to State Lands and to return an application for the termination of the bridge easement. Resolution 20-565 provides for the written notice.
Storey County will also need to amend the interlocal agreement with NDOT to remove the County's obligation to maintain the bridge. A proposed amendment has been sent to NDOT. The amendment will be addressed at a later meeting
6. **Supporting materials:** Resolution 20-565; Interlocal agreement with NDOT; nonexclusive bridge easement from State Lands, Application to terminate non-exclusive bridge easement; quitclaim deed conveying bridge easement to State Lands

7. **Fiscal impact:**

Funds Available: _____ Fund: _____ Comptroller

8. **Legal review required:**

District Attorney

8. **Reviewed by:**

_____ Department Head
_____ County Manager

Department Name: _____
Other agency review: _____

9. **Board action:**

Approved
 Denied

Approved with Modifications
 Continued

Agenda Item No.

Recording requested by and return to:
DIVISION OF STATE LANDS
901 S. STEWART STREET SUITE 5003
CARSON CITY, NV 89701-5246

FOR RECORDER'S USE ONLY

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT DOES NOT
CONTAIN A SOCIAL SECURITY NUMBER

QUITCLAIM DEED

This deed made this ____ day of _____ 2020 between Storey County (hereinafter Grantor) and the Nevada Division of State Lands (hereinafter Grantee). Storey County, in consideration of good and valuable consideration, receipt of which is hereby acknowledged does hereby release and quitclaim to Grantee all of its right, title and interest in that easement recorded in the records of the Storey County Recorder's Office as Document No. 118393 and further described in the attached Exhibit A. In witness whereof Grantor has through the Chairman of the Board of County Commissioners of Storey County has set his hand on this _____ day of _____, 2020.

(signature on next page)

STOREY COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Marshall McBride, Chairman

State of Nevada)
 ss.
County of Storey)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Marshall McBride, as Chairman of the Board of County Commissioners of Storey County, Nevada.

Notary Public

EXHIBIT A

DESCRIPTION OF PARCEL

All that certain piece or parcel of land located within a portion of the South One-Half (S1/2) of Section Twenty-Six (26), Township Twenty (20) North, range Twenty-Two (22) east, Mount Diablo Meridian, Washoe and Storey Counties, Nevada and being more particularly described as follows:

COMMENCING at the southeast corner of said Section Twenty-Six (26), and proceeding thence North $81^{\circ}25'53''$ West, 3428.19 feet to the northerly Mean High Water Line of the Truckee River, the POINT OF BEGINNING.

THENCE leaving said northerly Mean High Water Line, South $31^{\circ}47'38''$ East, 142.37 feet to the southerly Mean High Water Line of the Truckee River.

THENCE along said southerly Mean High Water Line the following eight (8) courses:

- 1) South $58^{\circ}36'22''$ West, 50.47 feet,
- 2) South $40^{\circ}28'03''$ West, 23.08 feet,
- 3) South $20^{\circ}15'29''$ West, 22.28 feet,
- 4) South $46^{\circ}56'48''$ West, 119.39 feet,
- 5) South $48^{\circ}33'19''$ West, 3.41 feet,
- 6) South $42^{\circ}26'36''$ West, 39.45 feet,
- 7) South $567'28''$ West, 20.81 feet and
- 8) South $33^{\circ}02'13''$ West, 56.85 feet,

THENCE leaving said southerly Mean High Water Line, North $65^{\circ}06'10''$ West, 162.86 feet to the northerly Mean High Water Line of the Truckee River,

THENCE along said northerly Mean High Water Lined, the following thirteen (13) courses:

- 1) North $34^{\circ}55'36''$ East, 22.59 feet,
- 2) North $40^{\circ}41'13''$ East, 8.97 feet,
- 3) North $52^{\circ}58'10''$ East, 30.65 feet,

- 4) North 41°30'28" East, 59.27 feet,
 - 5) North 41°45'08" East, 9.67 feet,
 - 6) North 36°45'25" East, 37.48 feet,
 - 7) North 36°26'12" East, 34.89 feet,
 - 8) North 43°58'25" East, 34.93 feet,
 - 9) North 44°19'57" East, 35.53 feet,
 - 10) North 55°11'03" East, 28.95 feet,
 - 11) North 56°44'51" East, 27.71 feet,
 - 12) North 52°47'53" East 48.99 feet,
 - 13) North 56°36'22" east, 43.25 feet to the POINT OF BEGINNING.
- CONTAINING an area of 57,203 square feet of land, more or less.

BASIS OF BEARINGS:

The Grid Bearing of North 68°20'45" East between NGS Stations N339 and X146, based on the North American Datum of 1983/94 HARN EXTENSION.

Description taken from Document No. 0118393 on file in the official records of the Storey County Recorder's Office taken

RESOLUTION NO. 20- 565

RESOLUTION Declaring Intention of Storey County to terminate its non-exclusive bridge easement from Nevada Division of State Lands

WHEREAS, the Nevada Division of State Lands (State Lands) on or about April 4, 2013 granted Storey County a non-exclusive bridge easement across the Truckee River where the USA Parkway crosses that river, hereafter Bridge Easement (see Doc No. 118393); and,

WHEREAS, The purpose of the Bridge Easement was to grant Storey County the authority to maintain the bridge, and:

WHEREAS; The Nevada Department of Transportation (NDOT) has proposed to provide for the maintenance of said bridge, but cannot do so until State Lands grants NDOT an easement to maintain the bridge; and,

WHEREAS, State Lands cannot grant NDOT an easement for maintenance of the bridge until Storey County terminates the Bridge Easement granted to it by State Lands; and,

WHEREAS, The Bridge Easement provides that either party to the easement may terminate the easement upon 90 days written notice to the other party and upon later delivery of a quitclaim deed from Storey County to State Lands of any interest it has in the state lands covered by the Bridge Easement; and,

WHEREAS, Storey County understands that the bridge located within the description of the Bridge Easement will not need to be removed upon termination of the Bridge Easement which understanding is the major motivation for termination of the Bridge Easement.

NOW THEREFORE IS IT HEREBY RESOLVED AS FOLLOWS:

Storey County will send a copy of this resolution as written notice to State Lands that Storey County is terminating its interest in the Bridge Easement and will provide for delivery of a quitclaim deed to the lands conveyed to Storey County by the Bridge Easement back to State Lands once the termination is effective.

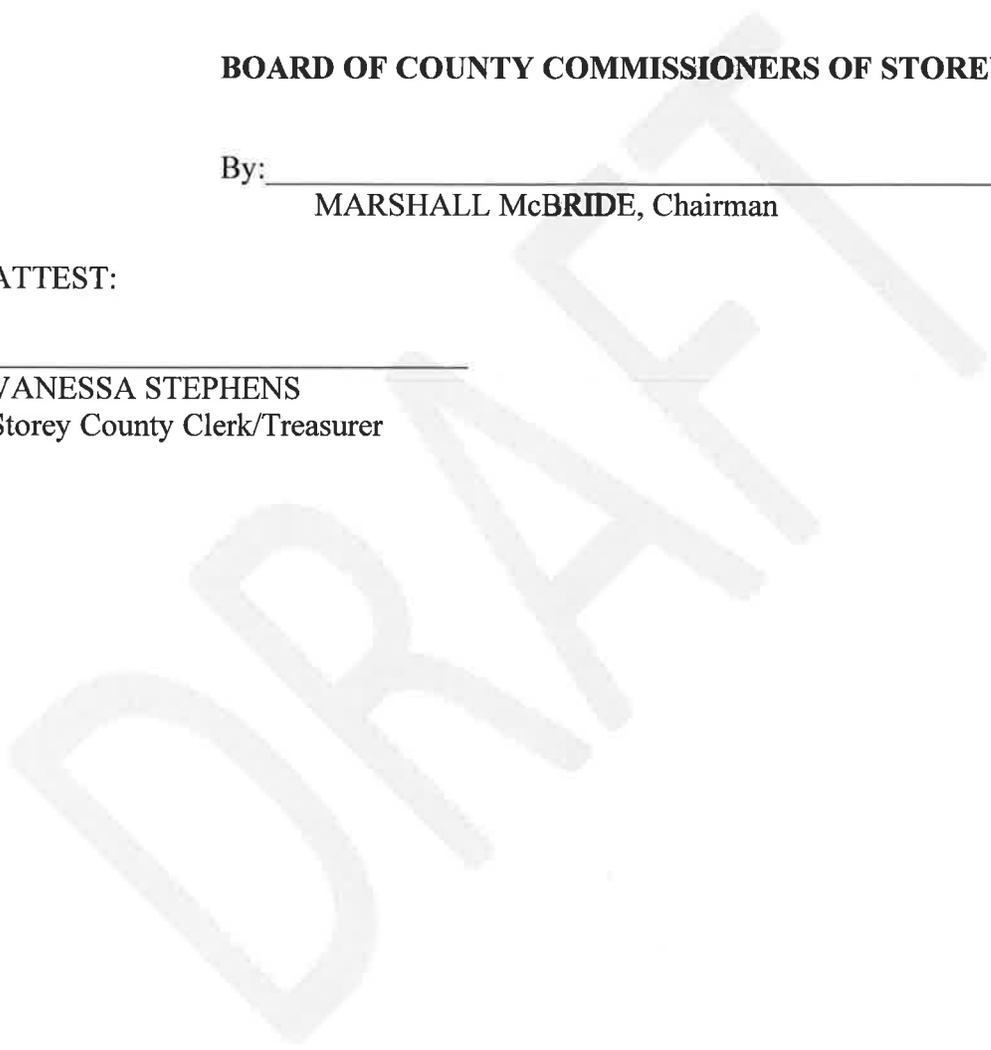
ADOPTED this ____ day of _____, 2020

BOARD OF COUNTY COMMISSIONERS OF STOREY COUNTY

By: _____
MARSHALL McBRIDE, Chairman

ATTEST:

VANESSA STEPHENS
Storey County Clerk/Treasurer





Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/18/20

Estimate of time required: 20 min.

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

1. **Title:** Discussion/For Possible Action: Approve and authorize the County Manager to sign a contract between Storey County and Central Nevada GIS and Cartography Services, LLC to perform charting and inventory of roads in Storey County that could meet the standard of RS2477 designation, services not to exceed \$45,000.

2. **Recommended motion:** I Commissioner () motion to authorize the County Manager to sign a contract between Storey County and Central Nevada GIS and Cartography Services, LLC to perform charting and inventory of roads in Storey County that could meet the standard of RS2477 designation, services not to exceed \$45,000.

3. **Prepared by:** Austin Osborne

Department: County Manager

Telephone: 775-847-0968

4. **Staff summary:** Charting and inventorying certain existing roads that could meet the standard of RS2477 designation (e.g., existing prior to 1976) will enable county staff to plan for future road access, including access to public lands and other areas, should certain roads be proposed for permanent closure by the Bureau of Land Management or other entities. The project supports the 2016 Storey County Master Plan recommendations, was recommended by the State Land Use Planning Advisory Council (SLUPAC), and similar projects are being performed by other Nevada counties including, but not limited to, Humboldt, Nye, and Washoe for similar purposes.

5. **Supporting materials:** Draft contract.

6. **Fiscal impact:**

a. Funds Available: _____ Fund: _____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

a. _____ Department Head Department Name:

b. ___@___ County Manager Other agency review:

9. **Board action:**

a. [] Approved [] Approved with Modifications

b. [] Denied [] Continued

i. Agenda Item No.

12

CENTRAL NEVADA GIS AND CARTOGRAPHY SERVICES, LLC

P.O. Box 847, Eureka, NV 89316

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into this 18th day of February, 2020 between Central Nevada GIS and Cartography, LLC in Reno, NV (“CNGIS”) and Storey County, Nevada (“CLIENT”).

RECITALS

This AGREEMENT is predicated on the following facts:

- A. CLIENT requires certain special GIS and cartography services for CLIENT, to perform charting of all roads in Storey County that could meet the standard for RS 2477 designation.
- B. CNGIS is qualified to provide these services and is willing to provide them according to the terms of this AGREEMENT.

NOW THEREFORE the parties agree as follows:

1. Duties of CNGIS

- a. CNGIS agrees to perform services as outlined in the section SCOPE OF WORK attached and incorporated as Exhibit A: Proposal to identify and collect certain data in Storey County that qualify for RS2477 assertion. CNGIS agrees to perform these services diligently in accordance with the standards of its profession and to CLIENT’s satisfaction. Exhibit A is incorporated herein by reference.
- b. In addition to the services described above, the parties may from time to time agree in writing that CNGIS shall perform such additional services as may be mutually agreed to for additional compensation.
- c. Services provided by CNGIS will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CNGIS shall be responsible for the professional quality and technical accuracy of all services furnished by CNGIS.

2. Time of Performance

The services of CNGIS are to begin upon execution of this AGREEMENT and shall continue until all authorized work, including any additional work requested by CLIENT in connection with the project is completed by CNGIS and delivered to CLIENT. All

authorized work shall be completed according to a schedule mutually agreed to by CNGIS and CLIENT, taking into account deadlines expressed by CLIENT and existing obligations of CNGIS as well as situations over which each party has no control. Any performance deadlines shall be tolled during such time that materials, data, or documentation required by and requested by CNGIS have not been furnished to CNGIS.

3. Compensation

- a. CLIENT agrees to pay CNGIS's hourly rates as described in Exhibit B: 2016 Standard Rates for Services for all services performed under this AGREEMENT as described in Exhibit A.
- b. CNGIS may bill CLIENT for work done in the preceding month on a monthly basis. The billings shall contain, as a minimum, total hours worked on the project by position, hourly rates in accordance with the rates described in Exhibit B, a total amount due for the period. In addition, CNGIS shall describe work that was completed during the monthly billing period.
- c. Travel and other reimbursable expenses incurred by CNGIS in the performance of this project will be reimbursed by CLIENT upon submission in accordance with the provisions set forth in Exhibit "A" under Costs.
- d. Each monthly bill shall be paid within 30 days of presentment.
- e. Maximum Amount. Notwithstanding subparagraphs (b) and (c), the maximum payments under this AGREEMENT shall not exceed forty five thousand dollars (\$45,000) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
- f. The parties shall agree in writing to any changes in compensation due to changes in CNGIS's services under Section 1(a) of this AGREEMENT.

4. CNGIS's Status – Independent Contractor

The parties agree that CNGIS is an independent contractor and this AGREEMENT is entered into in conformance with the provisions of NRS Chapter 332. The parties agree that CNGIS is not an employee of CLIENT and there shall be no

- a. Withholding of income taxes by CLIENT;
- b. Industrial insurance provided by CLIENT;

- c. Participation in group insurance plans which may be available to employees of CLIENT;
- d. Participation or contributions by either the independent contractor or CLIENT to any public employees' retirement system;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by CLIENT if the requirements of NRS 612.085 are met.

Further, it is agreed that CNGIS is solely responsible for its acts. Neither CNGIS nor its agents, servants, and employees are CLIENT's agents, employees, or representatives for any purpose.

5. Conflict of Interest

CNGIS understands that its professional responsibility is solely to CLIENT. CNGIS warrants that it presently has no interest and will not during the pendency of this AGREEMENT acquire any direct or indirect interest that would conflict with its performance of this AGREEMENT. CNGIS shall not employ a person having such a conflicting interest in the performance of this AGREEMENT.

6. Ownership of Work

All documents furnished to CNGIS by CLIENT and all reports or work products described in Exhibit A prepared by CNGIS under this AGREEMENT are CLIENT's property and shall be given to CLIENT at the completion of CNGIS's services or within ten (10) days of any written request by CLIENT.

7. Assignment and Subcontracts

CNGIS's services are considered unique and personal. CNGIS will not assign or transfer this interest or obligation under this AGREEMENT without CLIENT's written consent. CNGIS shall not subcontract its duties under this AGREEMENT without CLIENT's written consent. This agreement is binding on the heirs, successors, and assigns of the parties hereto.

8. Industrial Insurance

There will be no requirement for Industrial Insurance.

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract and to provide certificates and notices to the County upon the renewal of this agreement for each year it is in effect. If contractor does not maintain

coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six month period this contract is in effect, contractor agrees, prior to the expiration of the six month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

- a. In accordance with the provisions of NRS 6168.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616B, inclusive, of NRS; and
- b. Is otherwise in compliance with those terms, conditions and provisions.

All insurance shall cover CNGIS, its agents, representatives, employees and subcontractors in connection with the performance of this AGREEMENT. In addition, CNGIS shall require each subcontractor approved by CLIENT to similarly maintain Workers' Compensation Insurance and employer's liability insurance for all subcontractors' employees.

CNGIS will provide proof of insurance to CLIENT within thirty (30) days of signing this AGREEMENT.

9. Automobile Insurance

Automobile Liability - can be waived if contract does not involves use of motor vehicle. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Storey County, Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Central Nevada GIS and Cartography Services LLC, including automobiles owned, leased, hired or borrowed by Central Nevada GIS and Cartography Services LLC ".

10. Indemnification and Limited Liability

CLIENT shall defend, indemnify and hold CNGIS harmless from all claims, damages, costs or expenses that may arise as a consequence of CLIENT's action or inaction on

CNGIS's recommendations and findings in connection with the performance of this AGREEMENT. CLIENT does not waive any of its defenses or limitations on liability as allowed by NRS Chapter 41 or any other applicable laws.

To the fullest extent permitted by law, CNGIS shall defend, indemnify and hold harmless the CLIENT and its officers, employees and agents (collectively "Indemnitees") from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CNGIS or the employees or agents of CNGIS in the performance of this AGREEMENT.

11. Equal Employment Opportunity

CNGIS is an Equal Opportunity Employer and agrees to comply with applicable regulations governing equal employment opportunity.

12. Notices

Any notice given under this AGREEMENT shall be in writing and deemed given when personally delivered or delivered by the U.S. Postal Service as Certified Mail or Registered Mail addressed to the parties as follows:

CLIENT

Storey County

CNGIS

Central Nevada GIS and Cartography, LLC
Mr. Jerry Elkins

13. Litigation

The parties agree that performance of this AGREEMENT shall be governed by the laws of the State of Nevada and any litigation under this AGREEMENT shall be brought in that state. If either party brings an action to enforce this AGREEMENT, the prevailing party is entitled to reasonable attorney's fees and costs.

14. Waivers

Waiver of a breach or default under this AGREEMENT shall not constitute a continuing waiver or waiver of subsequent breach of the same or any other provision of this AGREEMENT.

15. Modification

No waiver, modification, or termination of this AGREEMENT is valid unless made in writing and signed by both parties.

16. Sever-ability

If any term of this AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall remain in full force and effect.

17. Termination

a. At any time and without cause, either party may terminate this AGREEMENT by giving ten (10) calendar days' written notice. In the event of termination without cause, CLIENT shall pay CNGIS for services rendered to date of termination, and CNGIS shall deliver any work product to CLIENT upon termination, whether complete or incomplete.

b. CLIENT may terminate this AGREEMENT for cause upon giving CNGIS ten (10) days written notice describing CNGIS'S SUBSTANTIAL failure to meet its obligations. If CNGIS has not cured the defects in the performance within ten (10) days, then CLIENT may terminate this AGREEMENT. CLIENT shall pay CNGIS for the services satisfactorily rendered to date of termination

18. Taxes

CNGIS shall pay any and all Federal, State and local taxes, charges, fees or contributions required by law to be paid with respect to CNGIS's performance of this AGREEMENT (including, without limitation, unemployment insurance, social security and income taxes).

19. No Third Party Beneficiaries

Nothing in this AGREEMENT, express or implied, is intended to or shall confer upon any other person, any right, benefit or remedy of any nature whatsoever under or by reason of this AGREEMENT.

20. Contradictory Provisions

If any provisions of this AGREEMENT conflict with the terms set forth in the SCOPE OF WORK, then the terms set forth in this AGREEMENT shall govern.

21. Counterparts

This AGREEMENT may be executed in one duplicate originals or counterparts for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

22. Due Authorization

Each party represents that all required authorizations have been obtained to execute this AGREEMENT and for the compliance with each and every term hereof. Each person signing this AGREEMENT warrants and represents to the other party that he or she has actual authority to execute this AGREEMENT on behalf of the party for whom he or she is signing. A facsimile signature on this AGREEMENT shall be treated for all purposes as an original signature.

23. Entire Agreement

This AGREEMENT and its Exhibit(s) set forth the entire understanding between the parties. Changes and amendments shall be made in writing and signed by the parties.

[signatures to follow]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date above written.

For CLIENT

For CNGIS

By _____

By _____

**Austin Osborne
Storey County Manager**

Jerry Elkin

Owner

Date: _____

Date: _____

Attest:



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/18/20

Estimate of time required: 10 min.

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

1. **Title:** Discussion/Possible Action: Confirmation of an Interim Comptroller chosen by the County Manager in accordance with appointment procedures in NRS 251.170.
2. **Recommended motion:** In accordance with the procedures set forth by NRS 251.170, I [commissioner] motion to confirm the County Manager's appointment of Jennifer McCain as Interim Storey County Comptroller until a permanent Comptroller is appointed and confirmed.
3. **Prepared by:** Austin Osborne
4. **Department:** County Manager's Office **Telephone:** 775.847.0968
5. **Staff summary:** NRS 251.170 states that in counties with fewer than 100,000 population, the County Manager may appoint a County Comptroller with confirmation by the Board of County Commissioners. This action will provide for an Acting/Interim Comptroller until a permanent Comptroller is appointed by the County Manager and confirmed by the board.
6. **Supporting materials:** Appointment notice.
7. **Fiscal impact:** None on local government.

Funds Available: Fund: _____ Comptroller

8. **Legal review required:**
_____ District Attorney

9. **Reviewed by:**
_____ Department Head Department Name:
@' _____ County Manager Other agency review: _____

10. **Board action:**
[] Approved [] Approved with Modifications
[] Denied [] Continued

Agenda Item No.



STOREY COUNTY COMMISSIONERS' OFFICE

Storey County Courthouse
26 South "B" Street
P.O. Box 176 Virginia City, Nevada 89440
Phone (775) 847-0968 Fax (775) 847-0949
commissioners@storeycounty.org

January 30, 2020

Re: Interim Appointment as Storey County Comptroller

Jennifer McCain:

Please accept this letter that on 01/30/20 you are appointed as the Interim Storey County Comptroller subject to confirmation by the Board of Storey County Commissioners pursuant to NRS 251.170. This Interim status is subject to change without notice and will be administered in accordance with Storey County Policy 506 Acting Pay.

Regards,


Austin Osborne
Storey County Manager

Attest:
Storey County Clerk/Treasurer Vanessa Stephens



Cc.: Storey County Commission Chairman Marshall McBride
Storey County Human Resources Office
Storey County District Attorney's Office



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: February 18, 2020

Estimate of time required: 10 min.

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

1. **Title:** Review and possible approval directing the Comptroller to notify the Nevada Department of Tax that the county will not be changing the property tax rate for Fiscal Year 2020-2021.

2.

2. **Recommended motion:** I, hereby approve the Comptroller to send the Nevada Department of Taxation the attached letter notifying the NV Department of Taxation that the property tax will remain 3.4607% for fiscal year 2020-2021.

3. **Prepared by:** Jennifer McCain and Staff

Department: Comptroller

Telephone: 775-847-1006

4. **Staff summary:**

5. **Supporting materials:** Letter to Nevada Department of Taxation

6. **Fiscal impact:** Yes

Funds Available:

Fund:

ALL

___ 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



STOREY COUNTY COMPTROLLER'S OFFICE

Storey County Courthouse
26 South "B" Street
P.O. Box 432 Virginia City, Nevada 89440
Phone (775) 847-1006 Fax (775) 847-1151

February 18, 2020

Department of Taxation
Local Government Finance
Attn: Evelyn Barragan
1550 College Parkway No. 115
Carson City, Nevada 89706

Dear Ms. Barragan,

This letter serves as notification that Storey County proposes to levy the same property tax rate (3.4607%) for fiscal year 2020-2021 as was used in fiscal year 2019-2020.

If you have any questions or comments please call me at (775)847-1133 or Email me at jmccain@storeycounty.org.

Best Regards,

Jennifer McCain
Interim Comptroller
Storey County, Nevada



Storey County Board of County Commissioners Agenda Action Report

Meeting date: February 18, 2020

Estimate of time required: 10 min.

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

1. **Title: Discussion/Possible Action:** Special Use Permit 2020-005 request by the applicant Brad and Brenda Snell to allow for a watchman's dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman's dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran area of Storey County, Nevada and having Assessor's Parcel Number 005-091-14.

2. **Recommended motion:** In accordance with the recommendation by staff and the planning commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*commissioner*), move to approve Special Use Permit 2020-005, a request to allow a watchman's dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman's dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada and having Assessor's Parcel Number 005-091-14.

3. **Prepared by:** Kathy Canfield

4. **Department:** Planning

Telephone: 775.847.1144

5. **Staff summary:** See enclosed Staff Report No. 2020-005

6. **Supporting materials:** Enclosed Staff Report No. 2020-005

7. **Fiscal impact:** None on local government.

Funds Available:

Fund:

_____ Comptroller

8. **Legal review required:** District Attorney

9. **Reviewed by:**

KC Department Head

_____ Department Name: Planning

K County Manager

_____ Other agency review: _____

10. **Board action:**

Approved
 Denied

Approved with Modifications
 Continued

**Storey County
Planning Department**
Storey County Courthouse
26 South B Street, PO Box 190, Virginia City, Nevada 89440
Phone 775-847-1144 – Fax 775-847-0949
planning@storeycounty.org



To: Storey County Board of County Commissioners

From: Storey County Planning Department

Meeting Date: February 18, 2020 at 10:00 a.m.

Meeting Location: Storey County Courthouse, 26 South “B” Street, Virginia City, Nevada

Staff Contact: Kathy Canfield

File: Special Use Permit File 2020-005

Applicant: Bradley and Brenda Shell

Property Owner: Cedar Sage LLC

Property Location: 580 East Sydney Drive, Tahoe Reno Industrial Center, McCarran, Storey County, Nevada, APN 005-091-14.

Request: Special Use Permit 2020-005 is a request to allow a watchman’s dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman’s dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada and having Assessor’s Parcel Number 005-091-14.

1. Background & Analysis

- A. Site Location.** The property is located at 580 East Sydney Drive. The parcel is currently vacant and is located at the eastern terminus of East Sydney Drive, which then becomes a private driveway that functions as a secondary access to Tesla owned property. The parcel is approximately 7.5 acres in size. Surrounding land uses include industrial warehouse development to the north, industrial to the west, and vacant land zoned heavy industrial to the east and south.



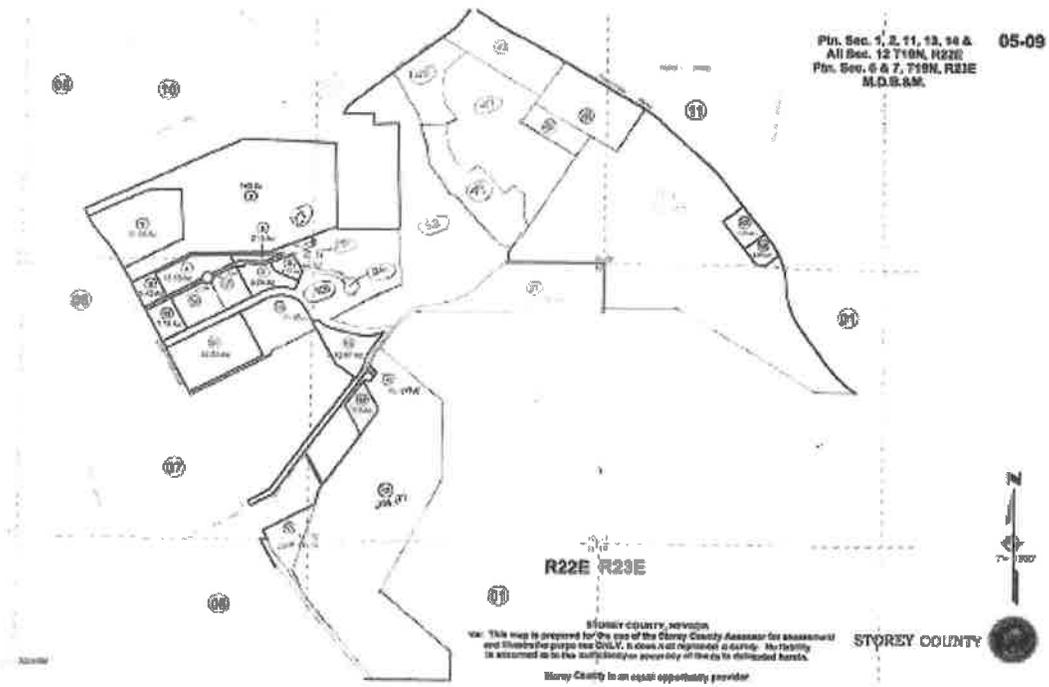
Vicinity Map



Location Map



Approximate location



Assessor's Parcel Map

- B. **Proposed Project.** The applicant is proposing to develop a 150 space recreational vehicle park on a 7.5 acre parcel within the Tahoe Reno Industrial Area. The parcel has received a commercial designation within the industrial park, and the recreational vehicle park is a commercial use that does not require a special use permit.

Chapter 8.24 of the Storey County Code regulates mobile homes and recreational vehicles. Section 8.24.030.C states “management offices and one single family residence, used exclusively for management, shall be provided.” Staff has interpreted this to mean that a “watchman’s dwelling” is required for the recreational vehicle park. A watchman’s dwelling is listed as a special use in the 1999 Zoning Ordinance which is applicable to this property.

This special use permit addresses the watchman’s dwelling associated with the proposed development. Although information on the overall proposed recreational vehicle park is referenced in this staff report, the special use permit addresses the watchman’s dwelling only. However, it should be noted, that if the watchman’s dwelling is not approved, the recreational vehicle park can not be permitted because an onsite management unit shall be provided per Chapter 8.24 of the Storey County Code.

The proposed watchman’s dwelling will be accessory to the recreational vehicle park which is a commercial use. The unit will be associated with the park and, as conditioned, will not be permitted to exist separately from the park and the park operation. Only personnel associated with management of the park shall be eligible to occupy the watchman’s dwelling, consistent with Section 8.24.030.C.

As a commercial use, the overall property will be subject to Chapter 3.60, Transient Lodging Tax, and the limitations on stay for each individual spot. As stated in Chapter 3.60, “Transient lodging consists of the occupancy of a specific room, suite or space for a period less than thirty days. It does not include any occupation of premises which is subject to the Nevada Residential Landlord and Tenant Act (NRS Chapter 118A) as such use is considered a residential rather than transient lodging and is not allowed in property zoned for commercial use.” The watchman’s dwelling will be an accessory use to the overall park, will be required to be occupied by management personnel of the park, will not be rented/leased separately, and as accessory, will not be subject to the lodging time frame.

- C. **Special Use Permit.** This parcel is located within the Tahoe Reno Industrial Center, which according to the Development Agreement for the center, is subject to the 1999 Storey County Zoning Code. Chapter 17.37.040 of the 1999 Zoning Code identifies a watchman’s dwelling as requiring a special use permit. The associated recreational vehicle park is listed as a commercial use which is permissible for the parcel without the requirement for a special use permit.
- D. **Accessory Use.** The watchman’s dwelling is considered an accessory use to the proposed recreational vehicle park. This provides a living space for management personnel to oversee the operations of the 150 unit park on a 24 hour, 7 days a week basis. The unit shall be used exclusively by park management as required by Chapter 8.24 of the Storey County Code. As conditioned, this unit shall only be occupied when the park is in operation.

2. Compatibility and Compliance

A. Compatibility with surrounding uses and zones.

The following table documents land uses, zoning classifications, and master plan designations for the land at and surrounding the proposed project.

	Land Use	Master Plan Designation	1999 TRI Center Zoning
Applicant's Land	Vacant, proposed RV Park	Industrial	I2 Heavy Industrial
Land to the North	Industrial warehouses	Industrial	I2 Heavy Industrial
Land to the East	Vacant	Industrial	I2 Heavy Industrial
Land to the South	Vacant	Industrial	I2 Heavy Industrial
Land to the West	Industrial, manufacturing	Industrial	I2 Heavy Industrial

B. Compliance with Zoning. The proposed land use is the recreational vehicle park which is an allowed commercial use for the parcel. The parcel is zoned I2 Heavy Industrial and has been given a commercial designation to allow for commercial uses on the property. The proposed watchman's dwelling is an accessory use to the recreational vehicle park, however, the 1999 Zoning Code identifies watchman's dwelling as requiring a special use permit. The land use, and accessory use, are consistent with the 1999 Zoning Code along with Chapter 8.24 of the Storey County Code

C. General use allowances and restrictions. The 1999 Storey County Code Section 17.62, Special Uses (which refers to Section 17.60) identifies the administration for the Board and Planning Commission for allowing special use permits. Approval of a Special Use Permit "may only be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution and under such conditions as the board may deem necessary to assure that the general purpose and intent of this ordinance will be observed, public safety and welfare secured and substantial justice done." The approval, approval with conditions, or denial of the Special Use Permit must be based on findings of fact that the proposed use is appropriate or inappropriate in the location. The findings listed in Section 3.A below are the minimum to be cited in an approval.

In addition to conformance with the 1999 Storey County Code, the proposed project shall comply with all regulations stated forth by the TRI-Storey Development Agreement; the Tahoe-Reno Industrial Park Architectural Review Committee; and all applicable Covenants, Conditions, and Restrictions (CC&Rs).

D. 2016 Storey County Master Plan. This project is located within the Tahoe-Reno Industrial Center which the Master Plan states "provides for light industrial, heavy industrial, commercial, and industrial commercial uses and zones pursuant to the Development Agreement between Storey County and the Tahoe-Reno Industrial Center, LLC." The property and the Tahoe-Reno Industrial Center are located in the McCarran Area Plan which the Master Plan states "depicts a homogenous planned industrial center located toward the north-central part of Storey County nine miles east of Lockwood. It is home to the Tahoe-Reno Industrial Center and is dedicated solely to manufacturing, utility power production, warehousing and distribution, and other

heavy- and light-industrial, and commercial uses. The industrial center has grown to become a major regional hub for distribution, alternative energy production, digital data management, and highly intensive and experimental industries.” The proposed use is a commercial use, similar to other transient lodging provided within the industrial park, and will follow all regulations associated with commercial transient lodging.

3. Findings of Fact

A. **Motion for approval.** The following Findings of Fact are evident with regard to the requested special use permit when the recommended conditions of approval in Section 4, Recommended Conditions of Approval, are applied.

- (1) Special Use Permit 2020-005 is a request to allow for a watchman’s dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman’s dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada and having Assessor’s Parcel Number 005-091-14.
- (2) The Special Use Permit conforms to the 2016 Storey County Master Plan for the McCarran planning area in which the subject property is located. A discussion supporting this finding for the Special Use Permit is provided in Section 2.D of this staff report and the contents thereof are cited in an approval of this Special Use Permit. The Special Use Permit complies with the general purpose, goals, objectives, and standards of the county master plan, the zoning ordinance and any other plan, program, map or ordinance adopted, or under consideration pursuant to the official notice by the county.
- (3) The proposal location, size, height, operations, and other significant features will be compatible with and will not cause substantial negative impact on adjacent land uses, or will perform a function or provide a service that is essential to the surrounding land uses, community, and neighborhood.
- (4) The Special Use Permit will result in no substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvements, public sites or right-of-way, or other matters affecting the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions and policies of the county master plan, this title, and any other plans, program, map or ordinance adopted or under consideration pursuant to an official notice, by the county, or other governmental agency having jurisdiction to guide growth and development.
- (5) The proposed use in the proposed area will be adequately served by and will impose no undue burden on any of the improvements, facilities, utilities, or services provided by the county or other governmental agency having jurisdiction in the county.

(6) The Special Use Permit, with the recommended conditions of approval, complies with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial and 17.62 Special Uses.

B. **Motion for denial.** Should a motion be made to deny the Special Use Permit request, the following findings with explanation why should be included in that motion.

(1) This denial is for Special Use Permit 2020-005, a request to allow for a watchman's dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman's dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran area of Storey County, Nevada and having Assessor's Parcel Number 005-091-14.

(2) The conditions under the Special Use Permit conflict with the minimum requirements in the 1999 Storey County Zoning Ordinance Sections 17.37 I-2 Heavy Industrial, 17.62 Special Uses.

(3) The conditions under the Special Use Permit do not adequately mitigate potential adverse impacts on surrounding uses or protect against potential safety hazards for surrounding use.

4. **Recommended Conditions of Approval**

A. **Special Use Permit.** This approval is for Special Use Permit 2020-005, a request to allow a watchman's dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman's dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada and having Assessor's Parcel Number 005-091-14.

B. **Requirements.** The Permit Holder/Licensee shall apply for any/all required permits and licenses, including building and fire permits, for the project within 24 months from the date of final approval of this Special Use Permit, and continuously maintain the validity of those permits/licenses, or this approval shall be null and void. This permit shall remain valid as long as the Permit Holder remains in compliance with the terms of this permit and Storey County, Nevada State, and federal regulations.

C. **Permit Contents.** This permit incorporates by reference the standards, objectives, conditions, terms and requirements of all plans and submitted separately from this permit. The requirements of all submitted plan, along with support material submitted with the application, become part of this Special Use Permit.

D. **Separate Permits Required.** This Special Use Permit shall not be construed to be a permit for design or construction. A separate Storey County plan review, fire safety review, and building permit may be required.

- E. **Legal Responsibility.** Issuance of this permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local laws or regulations.
- F. **Indemnity Defense and Hold Harmless.** The Permit Holder/Licensee agrees to defend, indemnify and hold harmless Storey County, its Officers, Employees and Representatives from any claims, causes of action, damages, fees, including attorney fees or suits arising out of the construction and operation of a recreational vehicle park attributable to the negligence or acts of the Permit Holder except for liability arising out of the sole negligence of Storey County, its officer, employees or representatives
- G. **Transfer of Rights.** This Special Use Permit shall inure to the Permit Holder and shall run with the land defined herein. Any and all transfers of Special Use Permit 2020-005 shall be advised in writing to the Storey County Planning Department at least 90 days prior to assignee taking over the operation of the facility. Any new Permit Holder/Licensee of the facility must sign and accept all conditions and requirements of SUP 2020-005 prior to any modifications or operations at the facility.
- H. **Liability Insurance.** The Permit Holder, as well as its assigns, heirs or successors, shall provide proof of insurance to Storey County and maintain a satisfactory liability insurance for all aspects of this operation under Special Use Permit 2020-005 for a minimum amount of \$1,000,000.00 (one million dollars).
- I. **Transient Lodging Tax.** The recreational vehicle park, along with the accessory watchman's dwelling, is considered an allowed commercial use within the I2 zoning district and is subject to the requirements of Chapter 3.60 of the Storey County Code.
- J. **Watchman's Dwelling.** The proposed watchman's dwelling is considered an accessory use to the recreational vehicle park. As an accessory use, the watchman's dwelling shall not be operated independently from the recreational vehicle park. The accessory use shall be operated concurrently with the recreational vehicle park and shall not be considered an independent use. The watchman's dwelling shall be utilized exclusively for management of the recreational vehicle park. Only personnel associated with management of the park shall be eligible to occupy the watchman's dwelling, consistent with Section 8.24.030.C.

5. Public Comment

As of February 4, 2020, Staff has not received any comments from the public.

6. Power of the Board

At the conclusion of the hearing, the Board of County Commissioners must take such action thereon as it deems warranted under the circumstances and announce and record its action by formal resolution, and such resolution must recite the findings of the Board of County Commissioners upon which it bases its decision.

7. Proposed Motions

This section contains two motions from which to choose. The motion for approval is recommended by staff and the Planning Commission in accordance with the Findings of Fact under Section 3.A of this report. Those findings should be made part of the approval motion. A motion for denial may be made and that motion should cite one or more of the findings shown in Section 3.B. Other findings of fact determined appropriate by the Board of County Commissioners should be made part of either motion.

A. Motion for approval

In accordance with the recommendation by staff and the planning commission, the Findings of Fact under Section 3.A of this report, and other findings deemed appropriate by the Board of County Commissioners, and in compliance with the conditions of approval, I (*commissioner*), move to approve Special Use Permit 2020-005, a request to allow a watchman's dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman's dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada and having Assessor's Parcel Number 005-091-14.

B. Alternative motion for denial

Against the recommendation by staff and the planning commission, but in accordance with the Findings of Fact under Section 3.B of this report, and other findings deemed appropriate by the Board of County Commissioners, I (*commissioner*), move to deny Special Use Permit 2020-005, a request to allow a watchman's dwelling for a proposed 150 space Recreational Vehicle (RV) Park. The watchman's dwelling is a requirement of Chapter 8.24 (Mobile Homes and Recreational Vehicles) of the Storey County Code. The subject property is located at 580 East Sydney Drive within the Tahoe Reno Industrial Center, McCarran, Storey County, Nevada and having Assessor's Parcel Number 005-091-14.

Appendix A
Chapter 3.60 – Transient Lodging Tax
Storey County Code

Appendix B
Chapter 8.24 – Mobile Homes and Recreational Vehicles
Storey County Code

Chapter 3.60 - TRANSIENT LODGING TAX

Sections

Footnotes:

--- (3) ---

Editor's note— *Ord. No. 08-220, adopted Sept. 2, 2008 amended Ch. 3.60 title to read as herein set out. Former Ch. 3.60 title pertained to room tax.*

3.60.010 - Title of provisions.

The mandatory transient lodging tax and the license tax imposed under this chapter are known and may be cited as the Storey County "Transient Lodging Taxes."

(Ord. 100 § 2, 1985)

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § I, 11-13-2012; Ord. No. 18-284, § 1, 4-3-2018)

3.60.015 - Definition.

- A. "Transient lodging" is defined as a room, suite or space for rental to temporary or transient guests in any one or more of the following:
 - (a) Hotels.
 - (b) Motels.
 - (c) Apartments.
 - (d) Apartment hotels.
 - (e) Campgrounds.
 - (f) Parks for recreation vehicles or recreational vehicle overflow parking and camping.
 - (g) Any other establishment, including brothels, that rents rooms or spaces to temporary or transient guests.

Transient lodging consists of the occupancy of a specific room, suite or space for a period less than thirty days. It does not include any occupation of premises which is subject to the Nevada Residential Landlord and Tenant Act (NRS Chapter 118A) as such use is considered a residential rather than transient lodging and is not allowed in property zoned for commercial use.

B.

"Rent" means the gross income from the rental of transient lodging in the county. It does not include any tax on fuel or on retail sales which is collected by the transient lodging enterprise.

- C. "Mandatory transient lodging tax" means the tax imposed pursuant to NRS 244.3354 upon the rent received from transient lodging.
- D. "License tax" means a license tax imposed pursuant to NRS 244.335 upon the rent received from transient lodging.

(Ord. 100 § 2, 1985)

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012; Ord. No. 18-284, § 2, 4-3-2018)

3.60.020 - Imposed rate.

- A. Pursuant to the authority of NRS 244.3354, a tax is imposed upon the amount of rent paid for transient lodging in the county (the mandatory transient lodging tax). This tax is imposed at the rate of one percent, effective December 1, 2002.
- B. Pursuant to the authority of NRS 244.335 an additional tax is imposed upon the amount of rent paid for transient lodging at the rate of nine percent (the license tax).

(Ord. 100 § 4, 1985)

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012; Ord. No. 18-284, § 2, 4-3-2018)

3.60.030 - Disposition of revenue.

- A. Pursuant to NRS 244.3354, three-eighths of the proceeds of the mandatory transient lodging tax must be paid to the Department of Taxation for deposit with the state treasurer for credit to the fund for the promotion of tourism. Five-eighths of the proceeds of the mandatory transient lodging tax must be deposited with the county in the county fund for the promotion for tourism for use by the fair and recreation board also known as the Virginia City Tourism Commission (VCTC), pursuant to statute, to be used to advertise the resources of the county related to tourism including available accommodations, transportation, entertainment, natural resources and climate, and to promote related special events.

B.

The proceeds of the license tax are hereby assigned to the VCTC and must be deposited with the county in the county fund for the promotion for tourism. Such funds must be used for purposes allowed by NRS 244A.597 through 244A.655.

(Ord. 100 § 3, 1985)

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012; Ord. No. 18-284, § 3, 4-3-2018)

3.60.040 - Applicable state provisions incorporated.

All applicable provisions of NRS Chapters 244 and 244A, as well as any amendments which are not inconsistent with this chapter, are made a part of this chapter, so long as the amendments are enacted after the effective date of the ordinance codified in this chapter.

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012)

3.60.050 - Business license required.

- A. The sheriff's office or the community development department must issue written business licenses, in the form approved by the board of county commissioners, upon approval of a completed application. It is unlawful for any person, either for himself or for any other person to commence or carry on any transient lodging business within the county without having procured a business license from the sheriff's office or the community development department to do so.
- B. The transaction or carrying on of any transient lodging business without first having procured a business license will constitute a separate violation for each day that such business is carried on.
- C. A business license may not be issued or renewed pursuant to this section unless it is first determined that all transient lodging taxes, penalties and interest are paid in full, and no delinquencies exist with respect to the transient lodging business whether or not the delinquencies were incurred by the applicant, whether a tenant, legal owner, or landlord of the intended place of business for license or renewal. The fair and recreation board must notify the sheriff's office or the community development department of all license holders with any current delinquencies as of May 1st of each year.

(Ord. No. 08-220, 9-2-2008; Ord. No. 10-232, § 1, 8-3-2010; Ord. No. 12-240, § 1, 11-13-2012)

3.60.060 - Transient lodging tax collection from lessee.

- A. Each licensee shall add the amount of the transient lodging taxes to the amount of the room rentals due and must collect the taxes and rentals from each lessee.
- B. The amount of the taxes must be displayed separately from the price of the accommodation or room on guest registration card or other proof of guest registration.

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012; Ord. No. 18-284, § 4, 4-3-2018)

3.60.070 - Display of notice.

Each licensee shall prominently display in each room or suite of rooms leased as a unit, or at the licensee's option, in a lobby at or in the immediate vicinity of the registration desk for the business, a sign reading substantially as follows:

Notice:

For each rental of less than thirty days, this business is required by law to collect a ten percent transient lodging tax.

The management.

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012; Ord. No. 18-284, § 5, 4-3-2018)

3.60.080 - Payment of tax.

Transient lodging taxes are due and payable to the fair and recreation board (VCTC) on the 15th day of each month next succeeding the calendar month or fraction of a month during which the licensee taxes accrued, and will become delinquent if not paid on or before that date. A return must be filed for each reporting period regardless of tax liability.

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012)

3.60.090 - Examination of books and records.

- A. The VCTC or its duly-authorized agent may, at all reasonable times with thirty days advance written notice, examine and audit the books, papers and records of any person operating a transient lodging business within Storey County and make investigations in connection with the collection of the transient lodging taxes.

- B. If any person operating a rental business refuses to allow the board or its duly-authorized agent to examine and audit the books, papers, and records of the rental business, the fair and recreation board may estimate the amount of transient lodging taxes due for any month based upon the following information:
1. In cases where the rental business is a new business, the amount and volume of business of like kind, character, and location, or
 2. In cases where the rental business is a continuing business, the amount and volume of business done in the corresponding month of the preceding year, plus any reasonably estimated increase in the amount and volume of business in the present year.

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012; Ord. No. 18-284, § 6, 4-3-2018)

3.60.100 - Reserved.

Editor's note— Ord. No. 18-284, § 9, adopted April 3, 2018, repealed § 3.60.100, which pertained to assignment of tax proceeds. See Code Comparative Table and Disposition List for complete derivation.

3.60.110 - Delegation of authority to enforce transient lodging tax liens.

The power and authority to enforce the transient lodging tax liens created by this chapter are delegated to the VCTC. The VCTC must keep proper records of the transient lodging taxes imposed, taxes that are due, taxes collected, including records of delinquent taxes, and any interest and penalties imposed. These records are deemed confidential and are not to be revealed in whole or in part to anyone except in the necessary administration of this chapter or as otherwise provided by law.

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012; Ord. No. 18-284, § 7, 4-3-2018)

3.60.120 - Penalty for delinquent payment of transient lodging tax.

- A. If the payment of any transient lodging taxes required by this chapter becomes delinquent, a penalty of ten percent of the gross tax will be imposed and collected for the first calendar month or fraction of a month the transient lodging taxes are delinquent.
- B.

In addition to the penalties provided in this section, an interest charge of one and one-half percent per calendar month or fraction of a month must be charged and collected on all delinquent transient lodging taxes.

- C. To secure collection of delinquent taxes, any tax levied constitutes a lien upon the real and personal property of the business upon which the tax was levied until the tax is paid. The lien has the same priority as a lien for general taxes. Enforcement of the lien is governed by NRS.
- D. As a further means of deterring tax delinquencies, if any transient lodging licensee has more than two delinquencies for any calendar year, the licensee may, at the request of the fair and recreation board be required to post a bond in an amount equal to the preceding years' taxes paid by that licensee. The bond must run in favor of the fair and recreation board. In the event that the real property upon which the transient lodging facility is located is sold or otherwise transferred, the new owner is likewise responsible to pay all room taxes generated but not paid by prior licensees or owners. A business license may not be granted to the new owner until all delinquent taxes are paid in full.
- E. In addition to the penalties contained in this chapter and allowed by law, if a person refuses to allow the fair and recreation board or its agent to examine records or refuses to pay any tax that is owed under this chapter, the fair and recreation board may file a complaint containing the reasons for the request to suspend, cancel, or revoke the business license with the board of county commissioners. The board of county commissioners may set the matter for hearing on the suspension, cancellation, or revocation of the person's business license or for a show cause hearing under Section 5.04.110.
- F. Any person failing to comply with or violating any of the provisions of this chapter is guilty of a misdemeanor.

(Ord. No. 08-220, 9-2-2008; Ord. No. 12-240, § 1, 11-13-2012)

3.60.130 - Accounting records.

The proprietor of a transient lodging enterprise must maintain adequate accounting records and supporting documentation for determining the amounts collected by the proprietor for transient lodging taxes.

(Ord. No. 18-284, § 8, 4-3-2018)

3.60.140 - Audit.

- A. Any audit of the amounts due from the transient lodging entity must not include any period for the licensing of the business ending more than three years before the date of the audit, unless the enterprise has been operating without such a license or the auditor has reason to believe that the entity has made a fraudulent or material misstatement of its revenue.
- B. The proprietor of a transient lodging entity may obtain a review of the results of an audit performed pursuant to subsection A. as follows:
 - a. Upon request, the auditor must disclose the results of the audit to the proprietor.
 - b. The auditor must discuss with the proprietor any relevant issues that have not been previously resolved and attempt to resolve those issues with the proprietor.
 - c. If the issues are not resolved between the auditor and the proprietor within sixty days:
 - i. The proprietor may prepare documentation of the unresolved issues and submit the documentation along with a copy of the final audit report to the executive director of the VCTC.
 - ii. The executive director must acknowledge receipt of the documentation within seven days after receiving the documentation.
 - iii. The executive director must respond to the proprietor within sixty days after receipt of the documentation regarding the unresolved issues.
 - d. If the proprietor is dissatisfied with the determination made by the executive officer he/she may appeal the decision of the executive officer to the Virginia City Tourism Commission. The VCTC must hear and decide the matter at its next available meeting.
 - e. If the proprietor is dissatisfied with the decision of the VCTC he/she may appeal the matter to the Justice's Court of Virginia Township Justice's Court. If the amount in controversy exceeds the jurisdictional limit of the Justice's court, the appeal may be taken to the First Judicial District Court.

(Ord. No. 18-284, § 8, 4-3-2018)

Chapter 8.24
MOBILE HOMES AND RECREATIONAL VEHICLES

Sections:

- 8.24.010 Purpose of provisions.**
- 8.24.020 Definitions.**
- 8.24.030 Minimum requirements.**
- 8.24.040 General requirements.**
- 8.24.050 Development standards--Mobile home parks.**
- 8.24.060 Development standards--Recreational vehicle parks.**
- 8.24.070 Street system.**
- 8.24.080 Plan requirements.**
- 8.24.090 Pre-occupancy certification.**
- 8.24.100 Zoning considerations.**
- 8.24.110 Management--Register maintenance.**
- 8.24.120 Violation--Criminal penalty.**

8.24.010 Purpose of provisions.  **SHARE**

The purpose of this chapter is to promote the public health, safety and general welfare by establishing minimum standards for all mobile home parks and recreational vehicle parks developed in the county after the passage of the ordinance codified in this chapter. (Ord. 87 § 1, 1981)

8.24.020 Definitions.  **SHARE**

The following words have the significance attached to them in this section, unless otherwise apparent from the context. All words used in the present tense shall include the future, and the plural shall include the singular.

- A. "Accessory building" means a subordinate building on the same lot with a mobile home or recreational vehicle, whether portable, demountable, or permanent, and the use of which is incidental to the main building or principal use.
- B. "Automobile parking area" means a fully accessible space for the parking of an automobile. Each such area shall be a minimum of eight feet by twenty feet exclusive of driveways or aisles.
- C. "Building department" refers to the officer, department or agency of the county charged with enforcement of the provisions of all ordinances and regulations pertaining to the erection, installation, alteration, conversion, or use of mobile home parks and recreational vehicle parks in the county.

D. "Carport" means structures having one or more open sides, used primarily for the parking of an automobile.

E. "Central accessory building" means a structure, central to the park development, housing toilet, lavatory, shower, laundry, or such other facilities required or permitted by ordinance.

F. "Mobile home" means a structure, intended for use as a dwelling to be movable, but not self-motive, having no foundation other than wheels, jacks or skirting, and containing all sanitary facilities built in, and shall be of a minimum size of twelve feet by forty feet, and not more than five years old.

G. "Recreational vehicle" means:

1. Motor Home. "Motor home" means a portable temporary dwelling used for travel and recreation, constructed as a self-propelled vehicle.
2. Pickup Coach. "Pickup coach" means a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel and recreation.
3. Travel Trailer. "Travel trailer" means a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel and recreation, and having a body width not exceeding eight feet, and body length not exceeding forty feet.

H. "Recreational vehicle park" means a parcel or tract of land, having as its principal use the transient rental or occupancy of space by recreational vehicles.

I. "Recreational vehicle space" means a portion of land within a recreational vehicle park used, or intended to be used for the transient parking of one recreational vehicle, including permitted accessory uses and structures.

J. "Sanitary station" means a facility used for removing waste from recreational vehicle holding tanks. (Ord. 87 § 2, 1981)

8.24.030 Minimum requirements.  SHARE

A. All mobile home parks and recreational vehicle parks shall comply with applicable state statutes, county ordinances, and regulations adopted by the health authority, and shall be subject to the issuance of a special use permit.

B. Suitable recreation buildings, laundry services, sanitation facilities, and storage facilities shall be provided.

C. Management offices and one single-family residence, used exclusively for management, shall be provided.

D. Lots shall be limited to one carport, single-wide or double-wide, and one accessory building.

E. Parks shall be limited to one mobile home or recreational vehicle per individual lot space.

F. Sanitary station, laundry, and bathing facilities shall be provided in all recreational vehicle parks.
(Ord. 87 § 3(part), 1981)

8.24.040 General requirements.  SHARE

A. All vehicle parking spaces and driveways shall be paved.

B. Exposed ground surfaces in all other parts of a park shall be covered with stone screening or other material, or protected with a vegetative growth, either of which is capable of preventing soil erosion and eliminating objectionable dust.

C. All parks shall have at least one recreation area or open space accessible from all spaces, the cumulative size of which recreation area shall be not less than two and one-half percent of the gross park area. Parks catering to family use would be expected to provide larger recreation areas and adequate playgrounds. It shall be landscaped as per plans approved.

D. Pedestrian ways when included shall have a minimum width of three feet and shall be appropriately surfaced.

E. Water Supply. An accessible, adequate, safe and potable supply of water for domestic purposes shall be provided to each space, and shall be in conformance to all applicable statutes, ordinances and regulations.

F. Sewage Facilities. An adequate and safe sewer system shall be provided to each mobile home space. Such sewer system shall be in conformance to all applicable statutes, ordinances and regulations.

G. Refuse and Garbage. Storage, collection, and disposal of garbage and refuse shall be in conformance to all applicable statutes, ordinances and regulations.

H. Fuel Supply and Storage. Installation of liquefied petroleum gas or fuel oil containers within a mobile home park shall be in conformance to all applicable statutes, ordinances, and regulations, and to the satisfaction of the chief of the applicable fire protection district.

I. Fire Protection. In every mobile home park there shall be installed and maintained fire hydrants and extinguishers of the number and size, and in such locations as may be required by the county fire department.

J. Fences. Parks shall be appropriately fenced in accordance with the park location, topography and surrounding neighborhood.

K. Speed control bumps shall be installed each one hundred feet on all streets. (Ord. 87 § 3(part), 1981)

8.24.050 Development standards--Mobile home parks.  SHARE

Development requirements in mobile home parks shall be as set out in this section:

A. Minimum area, five acres;

B. Minimum net space per lot:

1. Single-wide, three thousand two hundred square feet,
2. Double-wide, four thousand eight hundred square feet;

C. Minimum space width:

1. Single-wide, thirty-five feet,
2. Double-wide, forty-five feet;

D. Minimum setback of building or mobile home from exterior park boundary or a public street, ten feet;

E. Minimum setback from internal street, ten feet;

F. Minimum distance between mobile homes, twenty feet. Expandable sections or accessory buildings are considered part of the mobile home proper;

G. Each space shall be clearly numbered;

H. Each occupied lot shall be provided with a concrete or compacted gravel pad suitable to assure adequate foundation and anchoring;

I. Single-wide mobile homes shall have an overhead tie-down, with a six-inch minimum. (Ord. 87 § 3(part), 1981)

8.24.060 Development standards--Recreational vehicle parks.  **SHARE**

Development requirements for recreational vehicle parks shall be as set out in this section:

- A. Minimum overall area, two acres;
- B. Minimum net space area per recreational vehicle space, six hundred ninety square feet;
- C. Minimum setback of any building or recreational vehicle from a bordering public street, ten feet;
- D. Minimum setback from internal street, five feet;
- E. Minimum setback line from the exterior boundary line of the recreational vehicle park, five feet;
- F. Minimum distance between recreational vehicle sides or side and end, fifteen feet; between ends, ten feet. (Ord. 87 § 3(part), 1981)

8.24.070 Street system.  **SHARE**

- A. Each lot shall be provided with safe and convenient access from public or private streets.
- B. Alignment, gradient and drainage shall be properly adapted to the topography.
- C. All streets shall be paved in an approved manner with minimum two-inch asphalt compacted with Type II highway mix base.
- D. Two off-street parking areas shall be provided for each mobile home lot, and in addition adequate guest parking spaces shall be developed for use by adjoining or nearby mobile home spaces, and no street parking shall be permitted.
- E. Streets shall be paved to a minimum width of twenty-four feet.
- F. One-way streets may be installed and shall have a minimum paved width of twelve feet.
- G. Streets shall be signed, and lighted at night with a minimum equivalent of one sixty-watt lamp for each one hundred lineal feet.
- H. Adequate provision for snow removal, and snow storage areas, shall be provided. (Ord. 87 § 3(part), 1981)

8.24.080 Plan requirements.  **SHARE**

A. A copy of the final approved plan for mobile home park developments shall be conspicuously posted during construction, on the site, and the license holder shall be responsible for maintenance of the park as per the final approved plan.

B. A tentative plan will be submitted to the planning commission and will accompany any application made for park special use permit. Such plan will include:

1. Plot plan showing shape, area and size of site, general topography, northpoint, location and grouping of lots; buildings, driveways, parking areas, parks, etc.; density and legal description; accessory buildings; preliminary report on design of water system; preliminary water quality and quantity report as to availability; proof of water rights; preliminary report on sewage disposal system to include estimated flow data, type and capacity of plant; preliminary approval statement including an outline of specifications from the State of Nevada Division of Health;
2. Grading and drainage plan when necessary;
3. Landscape plan;
4. Lot plan showing layout of space, accessory buildings, storage facilities, parking, etc.;
5. Preliminary central accessory building plans;
6. Compliance with NRS 278.330 through 278.350.

C. Final plan shall include:

1. Plot plan showing boundaries, dimensions, land area, streets and roads adjacent to or within the project; walks, curbs, pavement and play areas, parking areas, drying yards; gas, water, electrical and sewer lines; stand dimensions; elevations of pads, streets, etc., walls, fences, carports; existing trees and natural features;
2. Grading and drainage plans showing proposed contours at one-foot intervals; yard and street drainage, culverts, inlets, catchbasins, gutters, etc.;
3. Landscape plan, trash and garbage;
4. Typical lots and stands showing plan, section and details; sewer, water, gas, electrical and telephone lines; yard lighting, hose and faucets, fire extinguishers;

5. Central accessory structures showing floor, elevation and mechanical details;
6. Final engineering report on design of water and sewage system;
7. Final approval statement from State of Nevada Division of Health;
8. Final specifications.

D. All plans, specifications, etc., are to be prepared by an architect or professional engineer or other person authorized under state law to prepare such plans and specifications. These plans must meet all county laws, rules, regulations, ordinances and zoning requirements, and applicable state laws and regulations. (Ord. 87 § 5, 1981)

8.24.090 Pre-occupancy certification.  SHARE

A mobile home shall not be occupied unless it is properly placed and an inspection seal and certificate has been issued by the county indicating proper connections to water, sewage, electrical and gas facilities, anchoring and blocking. (Ord. 87 § 7, 1981)

8.24.100 Zoning considerations.  SHARE

- A. Mobile home parks may be constructed in residentially zoned areas and in bordering areas, only upon a showing that such is appropriate and beneficial to the surroundings.
- B. Recreational vehicle parks shall be constructed in commercially zoned areas, and may be permitted in bordering areas upon a showing that such is appropriate and beneficial to the surrounding areas. (Ord. 87 § 6, 1981)

8.24.110 Management--Register maintenance.  SHARE

- A. The owner and operator of a park shall be responsible for compliance with this chapter and any other applicable ordinance or statute. He shall maintain the park in a neat, orderly, and sanitary condition at all times.
- B. The license holder, additionally shall be responsible for maintaining a register of the occupants of the park, such register to indicate the following:
 1. The name of each recreational vehicle or mobile home owner;
 2. The make, model and year of all recreational vehicles and mobile homes;
 3. The dates of arrival and departure of each recreational vehicle or mobile home;

4. The management shall further report promptly to the county assessor, all recreational vehicles and mobile homes moving into or out of the said park. (Ord. 87 § 4, 1981)

8.24.120 Violation—Criminal penalty.  SHARE

Any person who violates any provisions or fails to comply with any requirements of this chapter is guilty of a misdemeanor. (Ord. No. 13-249, § I, 10-1-2013; Ord. 87 § 8, 1981)

[Home](#) [<](#) [>](#)

The Storey County Code is current through Ordinance 15-269, passed October 20, 2015.

Disclaimer: The Clerk of the Board's Office has the official version of the Storey County Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://www.storeycounty.org/>

County Telephone: (775) 847-0969

Code Publishing Company



Storey County Board of County Commissioners

Agenda Action Report

Meeting date: February 18, 2020

Estimate of time required: 10 min.

Agenda: Consent Regular agenda Public hearing required

1. **Title: Discussion/Possible Action:** Review and possible approval of a Memorandum of Understanding (MOU) between Comstock Mining LLC and Storey County related to Special Use Permit Amendment 2000-222-A-4, and as amended by SUP 2000-222-A-6-2018, Condition 8.5. The MOU is referenced in Condition 8.5 to document the monetary contribution to historic preservation and/or restoration project within the historic district of Storey County.

2. **Recommended motion:** In accordance with the recommendation by staff and in compliance with the conditions of approval, I (*county commissioner*), move to approve the Memorandum of Understanding between Comstock Mining LLC and Storey County documenting Comstock Mining LLC's contribution to historic preservation and/or restoration as documented in Special Use Permit Amendment 2000-222-A-4, and as amended in Special Use Permit Amendment 2000-222-A-6-2018, as it relates to Condition 8.5.

3. **Prepared by:** Kathy Canfield

4. **Department:** Planning

Telephone: 775.847.1144

5. **Staff summary:** See attached.

6. **Supporting materials:** Memorandum of Understanding – attached.

7. **Fiscal impact:** None on local government.

Funds Available:

Fund:

_____ Comptroller

8. **Legal review required:**

District Attorney

9. **Reviewed by:**

KC Department Head

Department Name: Planning

_____ County Manager

_____ Other agency review: _____

10. **Board action:**

Approved
 Denied

Approved with Modifications
 Continued

Agenda Item No. 16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between COMSTOCK MINING LLC, a limited liability company ("Comstock") and Storey County (the "County"). On September 2, 2014, the Board of Storey County Commissioners approved with conditions Special Use Permit ("SUP") No. 2000-222-A-4, which was a major modification of former SUP No. 2000-222-A-3 and SUP No. 2011-016. The Special Use Permit was again modified on December 4, 2018, SUP 2000-222-A-6-2018, and the language associated with Section 8.5 was altered to limit projects to locations within Storey County. The purpose of this MOU is to establish the terms and conditions under which Comstock will fulfill its obligations to the County pursuant to Section 8.5 of the SUP.

1. Background

Section 8.5 of the SUP states the following:

"Historic area preservation

The Permit Holder agrees to contribute at least one percent of annual Net-Smelter-Return (the gross payment on the sale of Dore less the cost of refining and related shipping) toward historic preservation and/or restoration projects within Virginia City, Gold Hill and American Flat, Storey County. This condition shall apply only when the mine associated with this SUP is in active status. A Memorandum of Understanding (MOU) shall be developed between the Permit Holder and Storey County, as approved by the District Attorney's Office, for this purpose. (Note: The Permit Holder has in the past contributed financial and other resources to, and has otherwise been actively engaged in, historical preservation and restoration projects and efforts throughout the Comstock over the past several years, including in Virginia City, Gold Hill, Silver City (Lyon County), and American Flat. Accordingly, the Permit Holder collaborated with Storey County in developing and accepting this SUP condition. This SUP condition requiring partial Net-Smelter Revenues contribution is intended to be inclusive of, and not add to, the "1 percent royalties" pledged in the past by the Permit Holder for this purpose)."

2. Agreement

Comstock and the County hereby agree that the obligations of Comstock pursuant to Section 8.5 of the SUP shall be fulfilled by (i) the execution and delivery of this MOU by Comstock and the County; (ii) approval of this MOU by the District Attorney's Office; and (iii) Comstock's contribution of at least one percent of annual Net-Smelter Return (as defined above) to the Comstock Foundation for History and Culture (the "Foundation").

3. Overview of Foundation

The Foundation was incorporated on July 10, 2013 in the State of Nevada as a domestic non-profit corporation. The Foundation applied for and obtained recognition by the U.S. Internal Revenue Service of

exempt status under section 501(c)(3) of the U.S. Internal Revenue Code in 2014. The mission is to encourage the preservation and promotion of the historic and cultural resources within the Virginia City National Historic Landmark District.

The purposes of the Foundation are:

- (a) The acquisition, restoration, and/or preservation and maintenance of historic structures and objects;
- (b) The excavation of historic sites directed by archaeologists with permits granted by the state and/or federal government;
- (c) Community outreach through advocacy and celebrations associated with the history of the Comstock and the Comstock Lode Era;
- (d) Collaboration activities within the Comstock Historic District that support preservation of historic resources; and
- (e) Fund development activities for charitable purposes.

The organizational documents of the Foundation require that (i) Comstock designates at least one member of the Board of Directors of the Foundation; (ii) a majority of the members of the Board of Directors are independent of Comstock; and (iii) the County has the right, but not the obligation, to designate one member of the Board of Directors of the Foundation.

4. Representations and Warranties

Each of Comstock and the County represents and warrants that it has full power and authority to enter into this MOU, the execution and delivery of which has been duly authorized, and this MOU constitutes a valid and legally binding obligation of Comstock and the County.

5. Miscellaneous

(a) Modification. Neither this MOU nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(b) Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MOU may be executed by facsimile or pdf signature and delivery of a facsimile or pdf signature shall constitute delivery of an executed original for purposed.

(c) Effective Date. This Memorandum of Understanding relates back to the date of approval of SUP 2000-222-A-4 and is effective as of that date. The modification to Condition 8.5, approved at the December 4, 2018, Board of County Commissioner's meeting (SUP 2000-A-6-2018), removing projects within Lyon County from being applicable to Conditions 8.5, shall be effective from December 4, 2018, forward.

IN WITNESS WHEREOF, the parties have executed this MOU as of February 18, 2020:

COMSTOCK MINING LLC, by its manager,
COMSTOCK MINING INC.

By: _____
Name: Corrado DeGasperis
Title: President and CEO

STOREY COUNTY

By: _____
Name: _____
Title: Commissioner



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02-18-2020

Estimate of time required: 0 - 5

Agenda: Consent Regular agenda Public hearing required

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

2. **Recommended motion:** Approval

3. **Prepared by:** Ashley Mead

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 the 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:**

Funds Available:

Fund:

___ Comptroller

7. **Legal review required:**

___ District Attorney

8. **Reviewed by:**

Department Head
Ashley Mead
___ County Manager

Department Name: Community Development

Other agency review: _____

9. **Board action:**

Approved
 Denied

Approved with Modifications
 Continued

Agenda Item No. 17

Storey County Community Development



110 Toll Road ~ Gold Hill Divide
P O Box 526 ~ Virginia City NV 89440

(775) 847-0966 ~ Fax (775) 847-0935
CommunityDevelopment@storeycounty.org

To: Vanessa Stephens, Clerk's office
Austin Osborne, County Manager

February 10, 2020
Via Email

Fr: Ashley Mead

Please add the following item(s) to the **February 18, 2020**

COMMISSIONERS Consent Agenda:

LICENSING BOARD SECOND READINGS:

- A. **Blue Cross of Idaho Health Serv Inc.** - General / 3000 E Pine Ave. ~ Meridian, ID
- B. **Day Wireless Systems** – General / 4700 SE International Way ~ Milwaukie, OR
- C. **Fortis Construction Group, Inc.** – Contractor / 1705 SW Taylor St. Ste. 200 ~ Portland, OR
- D. **RADCO Communications, LLC** – Contractor / 450 US Hwy 395 N. ~ Carson City, NV
- E. **The Virginia City Vault LLC** – General / 145 S. C St. Ste. A ~ Virginia City, NV
- F. **Virginia City Escape Room** – General / 184 S. C St. ~ Virginia City, NV
- G. **Calamco** – General / 1776 W. March Lane 420 ~ Stockton, CA

Ec: Community Development
Commissioner's Office

Planning Department
Comptroller's Office

Sheriff's Office



Storey County Board of Fire Commissioners Agenda Action Report

Meeting date: 02/18/20

Estimate of time required: 15 min.

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

1. **Title:** Call to Order Closed Session meeting pursuant to NRS 288.220 for the purpose of conferring with district and county management and legal counsel regarding labor negotiations with the Storey County Firefighters Association IAFF Local 4227. This meeting will commence immediately following the regular commission meeting.

2. **Recommended motion.** No action

3. **Prepared by:** Austin Osborne

Department: County Manager

Telephone: 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Firefighters Association and the Storey County Board of Fire Commissioners, the bargaining agreements are proposed to be modified separately as tentatively agreed between the parties.

5. **Supporting materials:** Provided at meeting.

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. 20



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 02/18/20

Estimate of time required: 15 min.

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

1. **Title:** Call to Order 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 Sheriff's Office Employees Association NAFSA Local 9110. This meeting will commence immediately following the regular commission meeting.

2. **Recommended motion.** No action

3. **Prepared by:** Austin Osborne

Department: County Manager

Telephone: 775.847.0968

4. **Staff summary:** Pursuant to NRS 288 and the existing bargaining agreements between the Storey County Sheriff's Office Employees Association and the Storey County Board of County Commissioners, the bargaining agreements are proposed to be modified separately as tentatively agreed between the parties.

5. **Supporting materials:** Provided at meeting.

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. 21