



CITY OF WELLS
525 6TH Street Wells, Nv 89835
775-752-3355
Cityofwellsnv.com

CITY OF WELLS

Shoshone Avenue Curb, Gutter and Sidewalk Project

APRIL 2nd, 2024

PWP-EL-2024-204

Prepared for:

CITY OF WELLS

525 6th STREET

WELLS, NV 89835

CONSISTS OF:

BIDDING REQUIREMENTS

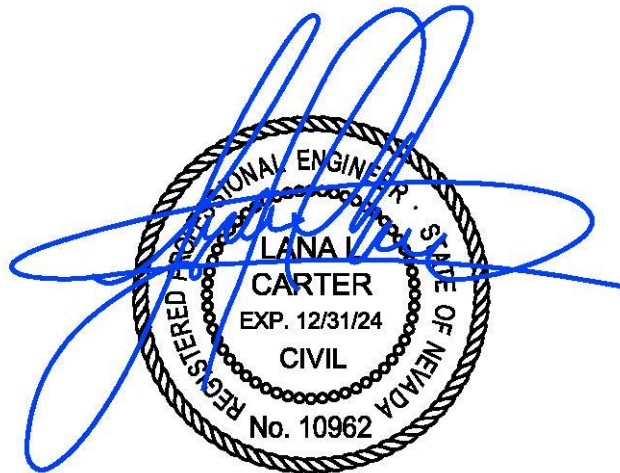
PROPOSAL FORMS

CONDITIONS OF THE CONTRACT

TECHNICAL SPECIFICATIONS

Prepared by:

Jason Pengelly, City of Wells, citymanager@cityofwellsnv.com 775-752-3355
and Carter Engineering, LLC, Lana L. Carter P.E.



4-2-24

Bid Set No. _____

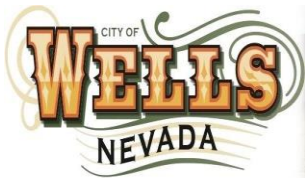


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1.0 INVITATION TO BID

Sealed bids will be accepted until **10:00 A.M., Local Time, on Thursday, May 2nd, 2024** at the office of the Wells City Clerk, 525 6th Street Wells, Nevada 89835 for the following public work:

Shoshone Avenue Curb, Gutter and Sidewalk Project

Bids received by the City Clerk after the above-stated time will not be accepted. **Bidders mailing their bids assume the risk of late delivery.** Mailed bids need to be addressed to: City of Wells, P.O. Box 366, Wells, Nevada 89835 with the project name identified on the outside of the envelope.

Bidding documents, plans, specifications and contract documents can be obtained free of charge electronically from the City of Wells website at the following web address: www.cityofwellsnv.com. All bidders shall attend the mandatory Pre-Bid Conference for the Project at the time and location stated below to be eligible to submit a bid. Bids from bidders who fail to attend the Pre-Bid Conference will be automatically rejected.

Bids must be submitted on the prescribed forms and accompanied by security in the amount, form and subject to the conditions listed in the Instructions to Bidders. Bids will be opened at Wells City Hall immediately after the above deadline, with the bid amounts submitted being read aloud by City Staff to the interested parties present, if any. All interested parties are invited to be in attendance at the bid opening. Bidders must have a current Wells City business license prior to time of contract execution; moreover, a current Nevada State contractor's license of the proper classification to perform the project work is required at the time of bid opening. Additionally, Bidders must have a valid Unique Entity ID with SAM.gov prior to bid award.

All bids must be submitted in a sealed envelope that is legibly marked "**Shoshone Avenue Curb, Gutter and Sidewalk Project.**" City Staff shall thoroughly review all bids for conformance with the contract documents prior to making a written recommendation for award to the Wells City Council.

The award will be made to the lowest responsive and responsible bidder to the extent and in the manner required by law unless all bids are rejected. The lowest responsive and responsible bidder shall be determined on the basis of price, conformance to plans and/or specifications, the bidder's qualifications, conformance to applicable sections of NRS Chapter 338, and the best interest of the public.

The mandatory Pre-Bid Conference will be held at Wells City Hall (525 6th, Wells, Nevada), on Thursday, April 18th, 2024 at 10:00 A.M., Local Time.

The City Council may formally award the contract to the successful bidder at its regularly



CITY OF WELLS
525 6TH Street Wells, NV 89835
(775-752-3355) cityofwellsnv.com

scheduled meeting at City Hall on **May 14th, 2024**, after **7:00 P.M, Local Time**. The City Council may, in its sole discretion, reject all bids.

LABOR COMMISSIONER: The Nevada Labor Commissioner’s identifying project number is **PWP-EL-2024-204** for this project. NRS 338.013(1) requires the Labor Commissioner’s identifying number to be included in any bid or other document submitted in response to the advertisement or other type of solicitation.

The City of Wells reserves the right to accept or reject any and/or all items specified in the bid proposal and further reserves the right to waive any minor technicalities in the bidding documents.

Dated this ___ day of _____ 20_____.

City of Wells
Wells City Council

BY: _____
Wells City Clerk

Publish: Elko Daily Free Press 4/2/2024



2.0 INSTRUCTIONS TO BIDDERS

Bids are requested for a public works contract as follows:

- 1) The City of Wells (City) will receive sealed bids from Bidders until **10:00 A.M; Local Time, on, Thursday, May 2nd, 2024**. Bids received after this time will not be opened or accepted and will be returned unopened.
- 2) **The mandatory Pre-Bid Conference will be held at the Wells City Hall (525 6TH Street, Wells, Nevada), on Thursday, April 18th, 2024, at 10:00A.M. Local Time.**
- 3) The City or an authorized representative will transmit to all prospective Bidders of record such Addenda as the City or its authorized representative in his/her discretion considers necessary in response to questions arising at the Pre-Bid Conference. Oral statements by City representatives may not be relied upon and will not be binding upon the City. Minutes of the Pre-Bid Conference issued by the City or authorized representative, if any, and Addenda issued as a result of the Pre-Bid Conference, if any, shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference.
- 4) The apparent low Bid will be based solely on the total amount of all bid items. All Bidders are required to submit Bids on all bid items. The City reserves the right to reject all Bids. If the City elects not to reject all Bids, it will, then the City will evaluate the lowest responsive and responsible Bid together with the other relevant factors pursuant to NRS Chapter 338.
- 5) Bidders must submit bids on the Bid Form supplied by the City, fully completed with all blanks filled in, and signed by an authorized representative of the Bidder. Bids not submitted on the required form, and/or not fully completed and/or not signed by an authorized representative of the Bidder, shall be deemed nonresponsive and shall not be considered, subject to the right of the City to waive minor technical defects that do not give the Bidder an advantage over other Bidders, at its sole discretion.
- 6) The Nevada Labor Commissioner's identifying number for this project is **PWP-EL-2024-204**. NRS 338.013(1) requires that the project identifying number must be included in any bid or other document submitted in response to the advertisement or other type of solicitation.
- 7) All Bidders must submit a Bid Bond in the form of a cashier's check, a certified check, or a corporate surety bond of not less than ten percent (10.0 %) of the amount of the Bid, payable to "The City of Wells," with their Bids. The Bid Bond will be forfeited to the City should the Bidder to whom the contract is awarded fail to enter into the Contract in accordance with its Bid and the Contract Documents, and/or fail to furnish any other required bonds or certificates of insurance. The Bid Bond is a penalty, as opposed to liquidated damages, and the Bidder will be liable for all damages in excess



of the Bid Bond. The Bid Bond will be returned upon execution of the Contract. The Bidder must use the form of Bid Bond required by the City. A Bid submitted without a Bid Bond that complies with all applicable City requirements will be deemed nonresponsive and not considered.

- 8) NRS 338.141 contains the following requirements:
- 1) Except as otherwise provided in subsection (2) next below, each bid submitted must include:
 - (a) If the City provides a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide such labor or portion of the work on the public work which is estimated to exceed 3 percent of the estimated cost of the public work; or
 - (b) If the City does not provide a list of the labor or portions of the public work which are estimated by the City to exceed 3 percent of the estimated cost of the public work, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid. If the bid is submitted pursuant to this paragraph, within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:
 - (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.
 - (3) For each first tier subcontractor whose name is listed pursuant to subparagraph (7)(1)(b)(1) or (7)(1)(b)(2) above, the number of the



license issued to the first tier subcontractor pursuant to chapter 624 of NRS.

[Forms for the Subcontractors List are provided for Bidder's use, to include a 5% List and a 1% List].

- (2) The lists required by subsection 1 must include a description of the labor or portion of the work which each first tier subcontractor named in the list will provide to the prime contractor.
- (3) A prime contractor shall include its name on a list required by paragraph (a) of subsection 1 if it will perform any of the work required to be listed pursuant to paragraph (a) of subsection 1.
- (4) Except as otherwise provided in this subsection, if a contractor:
 - (a) Fails to submit a required Subcontractors List within the required time; or
 - (b) Submits a Subcontractors List that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376, the contractor's bid shall be deemed not responsive. A contractor's bid shall not be deemed not responsive on the grounds that the contractor submitted a list that includes the name of a subcontractor who, at the time of the submission of the list, is on disqualified status with the State Public Works Board pursuant to NRS 338.1376 if the contractor, before the award of the contract, provides an acceptable replacement subcontractor in the manner set forth in subsection 1 of NRS 338.13895.
- (5) A contractor whose bid is accepted shall not substitute a subcontractor for any subcontractor who is named in the bid, unless:
 - (a) The City or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change.
 - (b) The substitution is approved by the City or its authorized representative. The substitution must be approved if the City or its authorized representative determines that:
 - (1) The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with



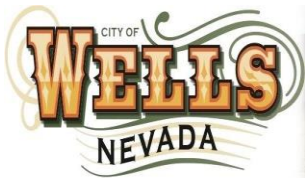
the contractor which was offered to the named subcontractor with the same general terms that all other subcontractors on the project were offered;

- (2) The named subcontractor files for bankruptcy or becomes insolvent;
 - (3) The named subcontractor fails or refuses to perform his subcontract within a reasonable time or is unable to furnish a performance bond and payment bond pursuant to NRS 339.025; or
 - (4) The named subcontractor is not properly licensed to provide that labor or portion of the work.
- (c) The City or its authorized representative, in awarding the contract pursuant to NRS 338.1375 to 338.139, inclusive:
- (1) Applies such criteria set forth in NRS 338.1377 as are appropriate for subcontractors and determines that the subcontractor does not meet that criteria; and
 - (2) Requests in writing a substitution of the subcontractor.
- (6) If a contractor indicates pursuant to subsection 1 that it will perform a portion of work on the public work and thereafter requests to substitute a subcontractor to perform such work, the contractor shall provide to the City a written explanation in the form required by the City which contains the reasons that:
- (a) A subcontractor was not originally contemplated to be used on that portion of the public work; and
 - (b) The substitution is in the best interest of the City.
- (7) As used in this section, "general terms" means the terms and conditions of a contract that set the basic requirements for a public work and apply without regard to the particular trade or specialty of a subcontractor, but does not include any provision that controls or relates to the specific portion of the public work that will be completed by a subcontractor, including, without limitation, the materials to be used by the subcontractor or other details of the work to be performed by the subcontractor.
- 9) All Bids must include a printout from the Nevada State Contractor's Board internet website (<http://www.nscb.nv.gov>), dated no more than 90 calendar**



days prior to the date for receipt of Bids, showing that the Bidder has a Nevada Contractor's license in good standing, and that the license is of the type and the monetary limit is sufficiently high to permit the Bidder to perform the work as a general contractor. (Must Accompany Bid). Bids that fail to include the foregoing documentation from the Nevada State Contractor's Board will be rejected as not responsive.

- 10) A Bid by a corporation, limited liability company, or limited partnership, must include either: (A) for a foreign entity, a Certificate issued by the Nevada Secretary of State within 90 calendar days prior to the date for receipt of Bids, certifying that the Bidder is qualified to do business in the State of Nevada (i.e., a Good Standing Certificate); or (B) for both foreign and domestic entities, a printout from a Business Entity Search on the Nevada Secretary of State Website within 30 calendar days prior to the date for receipt of Bids showing that the Bidder is an active entity registered in that office, together with any other information about the entity contained on the web page. (Must Accompany Bid). Bids submitted by corporations, limited liability companies or limited partnerships that fail to include the foregoing documentation from the Nevada Secretary of State will be rejected as not responsive.
- 11) Bidders must supply all information required by the Bid documents, and specifications. Bids must be full and complete. The City Council reserves the right in its sole discretion to reject any Bid as nonresponsive as a result of any error or omission in the Bid.
- 12) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.
- 13) Bidders may not modify the Bid Form or qualify their Bids. **Any Bid in which the Bidder changes or attempts to change the Contract Documents in any way will be rejected as not responsive.**
- 14) Submission of a Bid signifies careful examination of the Contract Documents and complete understanding of the nature, extent and location of Work to be performed. The Bidder must complete the tasks listed in subsections "a" through "e" below, as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to the City that the Bidder has fully completed the following:
 - a) The Bidder has visited and investigated the site where the Work will be performed prior to bidding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Bidder is satisfied



as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the City, as well as from information presented by the Contract Documents, or any other information made available to the Bidder prior to receipt of bids. Any failure by the Bidder to become acquainted with the available information shall not relieve the Bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.

- b) The Bidder shall be entitled to rely upon all information furnished to the Bidder in writing by the City with respect to the Project site and to make all inferences from it that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Bidder shall not be entitled to infer from City-supplied information any fact or condition which would not be inferred by a bidder having knowledge and experience with similar work and, if the City-supplied information is inadequate or insufficient in any respect, the Bidder shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.
 - c) The Bidder specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work.
 - d) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents; and
 - e) Bidder has given City or authorized representative prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents; provided, the City reserves the sole and exclusive right, in its discretion, to revise the Contract Documents to the extent permitted by law.
- 15) Bidders may examine any available "as-built" drawings of previous work upon reasonable request to the City, so long as the disclosure of the as-built drawings does not violate the intellectual property rights of a third party. The City will not be responsible for accuracy of "as-built" drawings.
- 16) All questions about the meaning or intent of the Contract Documents are to be directed to the City or its authorized representative. Interpretations or clarifications considered necessary by the City or its authorized representative in response to such questions will be issued by Addendum mailed or delivered to all persons who



were previously supplied the Bidding Documents. Questions received less than seven (7) business days prior to the date for opening Bids may not be answered. Only questions answered by a formal written Addendum will be binding upon the City. Questions answered in a written format other than an Addendum, or verbal or other unwritten interpretations or clarifications will not be binding upon the City.

- 17) Addenda may also be issued to modify the Contract Documents at the discretion of the City.
- 18) Addenda must be acknowledged by number in the Bid. Addenda are Contract Documents. A complete list of Addenda may be obtained from the City or its authorized representative.
- 19) For contracts of \$100,000.00 or more, subject to certain limited exceptions, NRS 338.020 requires the contractor and all subcontractors to pay at least the prevailing wage set by the Nevada Labor Commissioner in effect at the time of contract award, even if the prevailing wage rates are changed between the time of preparation of the specifications and the time of contract award. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Nevada Labor Commissioner and in effect at the time of the printing of the specifications, are included in the specifications. All Bidders are responsible for confirming whether any applicable prevailing wage rates are changed between the time of preparation of the specifications and the time of Contract award. Current "State Prevailing Wage Rates" are included in the attachment at the end of the Contract Technical Specifications for the Project.
- 20) Pursuant to NRS 338.140(1)(b), the City is prohibited from drafting or causing to be drafted specifications for bids, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, calling for a designated material, product, thing or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. In the event equals are identified in the specifications, bids must be based on products and systems specified, or listed by name, in the Contract Documents or listed by name in Addenda. In the event the term "or equal" is used in the specifications, the following procedure must be followed for the approval of an equal:
 - a) Any Bidder may request the City or its authorized representative to approve an equal prior to Bid opening, and each Bidder is encouraged to do so as soon as possible if its Bid will include an equal. However, no Bidder is required to make such a request.
 - b) If an equal item is approved prior to Bid opening, it must be listed on an Addenda to all prospective Bidders.



- c) Requests for approval of an equal must contain sufficient information to permit the City or its representative to assess its suitability and impact on the Project. Insufficient information regarding the suitability of the equal shall be grounds for disapproval.
 - d) Nevada law permits the Contractor to submit data substantiating a request for approval of an equal up to seven (7) business days after the award.
 - e) If the request for approval of an “equal” is not given, the Bidder’s Bid must be deemed nonresponsive (and the award rescinded if it has been made).
 - f) Substitutions may be requested after the Contract has been signed, but only in accordance with requirements specified in the General Conditions and Specifications, and Nevada law.
- 21) Bids must be received at the City Clerk’s Office at **525 Sixth Street, Wells, Nevada**. Bids will be opened in the Council Chambers at City Hall.

- a. Envelopes or boxes containing Bids must be sealed, marked with name and address of the Bidder, and addressed to:

**City of Wells
525 6TH Street
Wells, Nevada 89835**

- b. Mark envelopes as follows:

BID FOR: Shoshone Avenue Curb, Gutter and Sidewalk Project

- 22) By 4 p.m. of the **twentieth** business day following acceptance of Bids by the City Council, the bidder must deliver to the City proof that Bidder has taken out for the entire period covered by the proposed contract all insurance policies that would be required to perform the Contract. Proof of insurance may, without limitation, include a declaration page(s) and any other documents reasonably necessary to prove that all required insurance coverages are in effect at the time bids are submitted.,

Failure to properly and timely submit proof of insurance entitles the City Council to **reject the bid as non-responsive**, not issue a Notice to Proceed, and award the Contract to another Bidder.

- a. Any bid protest must be submitted in writing to **the City Attorney, Lauren Landa, at the law offices of Goicoechea, Di Grazia, Coyle & Stanton,**



Ltd., 530 Idaho Street, Elko, Nevada 89801 within five (5) business days after the date the recommendation to award a contract is issued by the City Council or its authorized representative. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated. The protest must refer to the specific portions of all documents which form the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other Bidders with a direct financial interest which may be adversely affected by the outcome of the protest and/or who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- b. The City, to include the City Attorney, may investigate the protest.
- c. A person filing a notice of protest may be required by the City at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in the State of Nevada or submit other security, in a form approved by the City, to the City who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of: (a) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or (b) Two hundred fifty thousand dollars.
- d. A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the City on the protest.
- e. A person who makes an unsuccessful bid may not seek any type of judicial intervention until the City has made a determination on the protest and awarded the contract.
- f. Neither the City, nor any authorized representative of the City, is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who makes a bid, whether or not the person files a notice of protest pursuant to this section.
- g. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made



against the bond or other security by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

- h. Bidders are advised to consult Nevada Revised Statutes 338.142 for requirements applicable to protests of awards of public works contracts.
- 23) Prior to award, the City Council reserves the right to reject any or all bids to the extent permitted by law including, without limitation, the right to reject any or all responsive bids or bids submitted by bidders determined to be not responsible. Bidders are advised that any bid may be rejected if the public interest would be served by such a rejection.
- 24) The City Council also reserves the right to waive technical defects to the extent such defects are minor and the waiver does not provide any bidder with a competitive advantage over any other bidder.
- 25) Unbalanced bids and conditional bids are nonresponsive. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items. A "conditional bid" is one in which one or more specified prices may change after a bid is submitted.
- 26) Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
- 27) In evaluating Bids to determine the best bid (where required), the City Council will consider the qualifications of Bidders; whether the bids are responsive (to include whether the bids comply with the prescribed requirements, unit prices and other data, as are requested in the Bid Form or prior to the Notice of Award); whether the Bidder is responsible; whether the quality of the services, materials, equipment or labor offered conforms to the approved plans or specifications; and whether the public interest would be served by such a rejection. The City may conduct such investigations as the City Council deems necessary to assist in this evaluation.
- 28) As a requisite to bidding on the work, Bidders and their subcontractors must be properly licensed at the time of bid opening to perform all work bid under Chapter 624 of the Nevada Revised Statutes and Chapter 624 of the Nevada Administrative Code.
- 29) Unless all Bids are rejected and except as otherwise provided under Nevada law, the contract will be awarded to the lowest responsive, responsible bidder.



- 30) For public works contracts of \$250,000 or more, NRS 338.147 requires the City to award the contract to the contractor who submits the best bid. Bidders are directed to NRS 338.147 for the criteria used to determine the best bid, which includes criteria for determining the lowest bid.
- 31) Bids may not be withdrawn (1) within sixty (60) calendar days following the date of Bid opening or (2) after the contract has been awarded.
- 31) Bidders are advised that NRS 338.01165 provides as follows:
1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.
 2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.
 3. On or after January 1, 2021, the Labor Commissioner, in collaboration with the State Apprenticeship Council, may adopt regulations to increase the percentage of total hours of labor required to be performed by an apprentice pursuant to subsection 1 or 2 by not more than 2 percentage points.
 4. An apprentice who graduates from an apprenticeship program while employed on a public work shall:
 - (a) Be deemed an apprentice on the public work for the purposes of subsections 1 and 2.
 - (b) Be deemed a journeyman for all other purposes, including, without limitation, the payment of wages or the payment of wages and benefits to a journeyman covered by a collective bargaining agreement.
 5. A contractor or subcontractor engaged on a public work is not required to use an apprentice in a craft or type of work performed in a jurisdiction recognized by the State Apprenticeship Council as not having apprentices in that craft or type of work.
 6. A public body may, upon the request of a contractor or subcontractor, submit a request to the Labor Commissioner to modify or waive the percentage of hours of labor provided by one or more apprentices required pursuant to subsection 1 or 2 for good cause. A public body must submit such a request, before an advertisement for bids has been placed, the opening of bids or the award of a contract for a public work or after the public body has commenced work on the public work. Such a request must include any supporting documentation, including, without limitation, proof of denial of or failure to approve a request for apprentices pursuant to subparagraph (3) of paragraph (d) of subsection 10.



7. The Labor Commissioner shall issue a determination of whether to grant a modification or waiver requested pursuant to subsection 6 within 15 days after the receipt of such request. The Labor Commissioner may grant such a request if he or she makes a finding that there is good cause to modify or waive the percentage of hours of labor provided by one or more apprentices required pursuant to subsection 1 or 2.

8. A public body, contractor or subcontractor may request a hearing on the determination of the Labor Commissioner within 10 days after receipt of the determination of the Labor Commissioner. The hearing must be conducted in accordance with regulations adopted by the Labor Commissioner. If the Labor Commissioner does not receive a request for a hearing pursuant to this subsection, the determination of the Labor Commissioner is a final decision for the purposes of judicial review pursuant to chapter 233B of NRS.

9. A contractor or subcontractor engaged on a public work shall enter into an apprenticeship agreement for all apprentices required to be used in the construction of a public work. If the Labor Commissioner granted a modification or waiver pursuant to subsection 7 because the Labor Commissioner finds that a request for apprentices was denied or the request was not approved within 5 business days as described in subparagraph (3) of paragraph (d) of subsection 10 and apprentices are later provided, then the contractor or subcontractor shall enter into an apprenticeship agreement for all apprentices later provided.

10. As used in this section:

(a) "Apprentice" means a person enrolled in an apprenticeship program recognized by the State Apprenticeship Council.

(b) "Apprenticed craft or type of work" means a craft or type of work for which there is an existing apprenticeship program recognized by the State Apprenticeship Council.

(c) "Apprenticeship program" means an apprenticeship program recognized by the State Apprenticeship Council.

(d) "Good cause" means:

(1) There are no apprentices available from an apprenticeship program within the jurisdiction where the public work is to be completed as recognized by the State Apprenticeship Council;

(2) The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; or

(3) The contractor or subcontractor has requested apprentices from an apprenticeship program and the request has been denied or the request has not been approved within 5 business days.

➔ The term does not include the refusal of a contractor or subcontractor to enter into an apprenticeship agreement pursuant to subsection 9.

(e) "Journeyman" has the meaning ascribed to it in NRS 624.260.

(f) "State Apprenticeship Council" means the State Apprenticeship Council created by NRS 610.030.

END OF DOCUMENT



3.0 PUBLIC WORKS CONTRACT

(NEVADA REVISED STATUTES CHAPTER 338)

This Contract is made and entered into on this ___ day of _____, 20__ (hereinafter the “Effective Date”) between the City of Wells, Nevada, a municipal corporation and political subdivision of the State of Nevada (hereinafter the “Owner”) and:

which party is a

(name and describe individual and/or type of business entity, including state of formation or incorporation, where applicable) hereinafter “Contractor.”

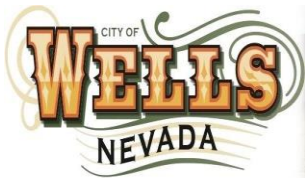
RECITALS

WHEREAS, Owner intends to award a contract for the performance of a public works project known as the **Shoshone Avenue Curb, Gutter and Sidewalk Project** (hereinafter the “Project”);

WHEREAS, the Project is generally described as follows:

Installation of curb, gutter, and sidewalk on both sides of Shoshone Avenue from 6th Street to Baker Street and on the easterly side only from Baker Street to Dover Street. The location and scope of work for this project are shown on the construction plans for Shoshone Avenue Curb, Gutter & Sidewalk Improvements. This scope of work includes demolition of existing improvements where specified and construction of curb, gutter and sidewalk from Station 0+00 to Station 26+25. All improvements are to meet current ADA Accessibility Standards. Additionally, the scope of work includes the construction of a Bio-Swale along the City Pool Frontage from Station 8+00 to Station 10+80.

WHEREAS, Contractor was selected to perform the Project in accordance with Chapter 338 of the Nevada Revised Statutes and to complete the work in accordance with the Contract Documents (defined below) (hereinafter the “Work”);



NOW, THEREFORE, for and in consideration of the above recitals and for good and valuable consideration as further described herein, the parties agree as follows:

ARTICLE ONE - DESCRIPTION OF WORK

Contractor shall perform all Work needed to complete the Project in accordance with this Contract and the documents attached hereto and incorporated herein as

Exhibits 1 through **21**, as follows:

- Exhibit 1** Bid Form
- Exhibit 2** Bid Proposal Guarantee (including Bid Bond, if applicable)
- Exhibit 3** Bidder Experience Qualifications
- Exhibit 4** Designation of Subcontractors with 1% & 5% Subcontractor Lists
- Exhibit 5** Affidavit of Non-Collusion
- Exhibit 6** Certification of Bidder Regarding Penalties for Non-Compliance with Nevada Prevailing Wage Requirements
- Exhibit 7** Fringe Benefit Plan, Fund or Program Disbursement Information
- Exhibit 8** Drawings (including plans, maps, plats and blueprints)
- Exhibit 9** Performance Bond
- Exhibit 10** Payment Bond
- Exhibit 11** Notice of Award
- Exhibit 12** Notice to Proceed
- Exhibit 13** Project Specifications
- Exhibit 14** General Provisions (depending upon applicable requirements)
- Exhibit 15** Special or Supplemental Provisions
- Exhibit 16** Technical Specifications
- Exhibit 17** Prevailing Wage Rates – State of Nevada or Davis-Bacon Wage Rates
- Exhibit 18** Preferential Bidders Status Affidavit
- Exhibit 19** Use of American Iron and Steel
- Exhibit 20** Stormwater Brochure
- Exhibit 21** CDBG Funding Conditions Section



This Contract and **Exhibits 1 through 21** are herein referred to collectively as the “Contract Documents.” Unless otherwise indicated in the Contract Documents, the Work shall not include design work, which Owner shall procure through a separate contract or contracts with design professionals, nor shall the Work include work performed by Owner in the Notice of Award.

In the event of an inconsistency between the terms of this Contract and any of the Contract Documents attached hereto as **Exhibits 1 through 21**, the terms of this Contract shall prevail.

ARTICLE TWO **CONTRACT PRICE**

Owner agrees to pay Contractor for the Work the total price of:

\$ _____

(hereinafter the “Contract Price”), which includes all labor, materials, and (where applicable) architectural and engineering plans necessary for the erection and completion of the Work as described in the Plans and Specifications and in accordance with the Contract Documents. Payment of the Contract Price is subject to approved additions or approved deductions in accordance with the provisions of this Contract.

ARTICLE THREE - STARTING AND COMPLETION DATES

Construction under this Contract shall begin no later than the date indicated on the “Notice to Proceed” to be issued by Owner after execution of this Contract. Subject to written extensions of time or delays authorized by Owner or stoppage of Work as permitted in this Contract, the Work shall be substantially completed no later than **One hundred fifty (150) calendar days** after the Commencement Date indicated on the Notice to Proceed document which will be issued by the Owner on or after the Effective Date (hereinafter the “Contract Time”). In the event the Work has not been completed in accordance with the terms of this Contract, including written extensions of time and stoppages of Work as permitted by this Contract, or in the event the Contractor abandons the Work, the Owner may contract with a third party for completion of the Work, in which



event the Contractor shall pay to Owner the additional cost for the portion of the Work completed by the third party. The foregoing is in addition to any other remedies provided under this Contract.

ARTICLE FOUR - CONTRACT DOCUMENTS

The Contract Documents on which the Contract between Owner and Contractor is based and which contain the Plans and Specifications in accordance with which the Work is to be done are as follows:

- A. This Contract, with any supplementary contracts and conditions attached hereto which are signed by both parties;
- B. **Exhibits 1 through 21**, which have been incorporated by reference herein; and
- C. Written Work Change Orders properly issued.

The Contract Documents together form the contract for the Work herein described. The parties intend that the Contract Documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the Work, and all items and conditions of payment. The documents also include all work and procedures not expressly indicated therein necessary for proper execution of this Project.

ARTICLE FIVE - DUTIES AND AUTHORITY OF THE OWNER

The duties and authority of the Owner are as follows:

- A. General Administration of Contract. General administration of the contract to ensure compliance with design plans.
- B. Access to Work Site for Inspections. Owner, or Owner's agents, shall be given free access to the Work at all time during its preparation and progress.



C. Payment and Acceptance of Work.

(1) Application for Progress Payment. As a prerequisite to Contractor's entitlement to a progress payment, Contractor shall first submit to Owner for review an Application for Progress Payment filled out and signed by Contractor covering the Work completed to that date, and accompanied by such supporting documentation as is required by the Contract documents. If payment is requested on the basis of materials and equipment not yet incorporated into the Work, but delivered and suitably stored at the site or at another location designated by Contractor, the Application for Progress Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens (to include lien waivers, if appropriate), charges, security interests and encumbrances, and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interests therein, all of which will be satisfactory to Owner.

(2) Progress Payments. Except as otherwise provided herein, Owner shall pay to Contractor the amount indicated on each Application for Progress Payment within thirty (30) calendar days of the date it is submitted to the Owner. All Progress Payments are subject to the requirements of NRS 338.515 (Time for making payments; amounts paid; amounts withheld as retainage; rate of interest paid on amounts withheld; powers of Labor Commissioner when worker is owed wages), as amended.

(3) Payment Upon Final Completion. Payment of any outstanding balance shall be paid in accordance with NRS 338.520 upon occupancy, use or recording of notice of completion, less amounts previously paid for the Work or amounts which Owner is required to withhold by order of the Nevada Labor Commissioner pursuant to NRS 338.515. In the event any liens are filed on the Project, those sums shall be withheld from the final retention payment, until such liens are resolved and removed. Upon final acceptance of the completed Work, Owner may publish a Notice of Completion. Contractor acknowledges and agrees that "substantial completion" is not equivalent to final completion.

D. Work Performed by Owner. This Contract specifically allows Work to be performed by Owner. Contractor assumes no responsibility for work performed by Owner



and Owner shall release and hold harmless Contractor for any deficiencies in such work, and shall indemnify and defend Contractor from and against any and all claims arising from or in any manner related to Work performed by Owner. Owner shall, upon Contractor's request, identify in writing all work performed by Owner which is included within the scope of the Work and the Contract Price shall thereafter be reduced by the amount Contractor would have otherwise charged for the work pursuant to the Contract.

ARTICLE SIX - RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

A. Responsibility for and Supervision of Construction. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability, and give the Work all attention necessary for such proper supervision and direction.

B. Furnishing of Labor, Materials. Contractor shall provide and pay, if necessary, for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, transportation, and all other facilities and services necessary for the proper completion of Work on the project in accordance with the Contract Documents.

C. Compliance with Construction Laws and Regulations. The Contractor and any subcontractor or other person who provides labor, equipment, materials, supplies or services for the Work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing and registration requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. If any of the Contract Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

D. Responsibility for Negligence of Employees and Subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on this project, for those of its subcontractors and their employees, and for



those of all other persons doing Work under a contract with Contractor.

E. Materials Warranty. In addition to any other warranties set forth herein, Contractor represents and warrants to Owner that the materials used in the Work, and made a part of the structure on the Property or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties hereto that materials not so in conformity are defective.

F. Clean-up. Contractor agrees to remove all such waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its Work at the site, to conduct general clean-up operations.

G. Indemnity and Hold Harmless Contract. Contractor agrees to indemnify and hold harmless Owner, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the Work herein, which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Contractor's intentional or negligent act or omission. Owner agrees to indemnify and hold harmless Contractor, and its agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein (to include work performed by Owner), which is (1) for bodily injury, illness, or death, or for property damages including loss of use, and (2) caused in whole or in part by Owner's intentional or negligent act or omission.

H. Safety Precautions and Programs. Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary for the reasonable safety of the Work. In this connection, Contractor shall take reasonable precautions for the safety of all Work employees and other persons whom the Work might affect, all labor and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations and orders.



I. Subcontractors. Contractor acknowledges that it has provided Owner with a list or lists of all subcontractors which Contractor shall use for the Work to be performed herein in compliance with NRS 338.141(1)(b).

J. Payment of Materialmen. Contractor shall promptly pay all materialmen, subcontractors and other persons furnishing labor, material, goods or services to the Work, and shall indemnify and hold Owner harmless from any liens filed by such persons or entities including reasonable attorney fees and court costs incurred in connection herewith.

K. Sales Taxes. Contractor shall be responsible for the payment of all sales, use, gross receipts or other taxes related to Contractor's Work under this Contract.

L. Worker's Compensation. Contractor shall, at its sole cost and expense, be responsible for providing or assuring that worker's compensation coverage is provided to or by, all persons or entities providing labor in connection with the Work as required under the laws of the State of Nevada.

M. Employee Benefits. Contractor shall be responsible at its sole cost and expense for payment of any or all employee benefits taxes, including but not limited to unemployment, social security, retirement, health, welfare or any other fringe benefit in connection with any Work performed by Contractor.

N. Fees, licenses and Permits. Except as otherwise provided in this Subsection N, Contractor shall be responsible for fees (to include inspection fees), licenses and permits required by a governmental entity, to include, without limitation, the City of Wells. Notwithstanding the foregoing, Owner shall pay for or waive the following fees and/or permits to the extent required for the performance of the Work:

1. _____
2. _____
3. _____
4. _____

O. No Assignment of Payments. Contractor shall not assign the right to receive



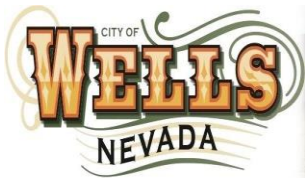
any payments due under this Contract except with the prior written consent of the Owner.

P. Capacity of Contractor. Contractor has the financial capacity to pay all debts incurred in the performance of the Work, and possesses or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the Work within the Contract Time, to include the retention of appropriate subcontractors.

Q. Financial Capacity of Subcontractors. Contractor will ensure that all subcontractors it retains will have the financial capacity to pay all debts incurred in the performance of the portion of the Work for which they are subcontracted, and will possess or shall prior to performance acquire all knowledge, equipment, materials, supplies and other means necessary to finally complete the portion of the Work for which they are subcontracted within the Contract Time.

R. Licensing. Contractor is authorized to do business in the State of Nevada, is licensed for the type of work to be performed herein and holds Nevada Contractor's License Number(s):

S. Site Inspection and Research. Contractor has visited the Property and has performed sufficient research necessary to familiarize itself with the Property and any special or local conditions, to include climate, topography and geographic location that have the potential to materially impact its ability to perform the Work within the Contract Time. Contractor has also reviewed all reasonably available reports (including geotechnical reports), test results, drilling logs and studies pertaining to subsurface conditions at the Property. Based upon the foregoing, Contractor has determined that it can perform the Work within the Contract Time.



ARTICLE SEVEN - INSURANCE

A. Contractor's Liability Insurance. Contractor agrees to keep in force at his own expense during the entire period of construction of the project such liability insurance as will protect it from claims, under worker's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this Contract, whether directly or indirectly by Contractor, or directly or indirectly by a subcontractor. The minimum liability limit for bodily injury on such insurance shall not be less than Two Million Dollars (\$2,000,000.00). Such insurance shall include contractual liability insurance applicable to Contractor's obligations under this contract. Unless previously provided, proof of such insurance shall be filed by Contractor with Owner within five (5) calendar days after execution of this contract.

B. Owner's Liability Insurance. Owner shall maintain premises liability in the amount of Two Million Dollars (\$2,000,000.00).

C. Property Damage Insurance. Contractor shall be solely responsible for any losses to his own equipment through fire, vandalism or other perils.

D. Fire and Perils Waiver. Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided herein.

ARTICLE EIGHT - CORRECTING WORK

When it appears to Contractor during the course of construction that any Work does not conform to the provision of the Contract Documents, Contractor shall make necessary corrections so that such Work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship in Work supervised by Contractor or by a subcontractor.

ARTICLE NINE - CONTRACTOR'S WARRANTY

Contractor further represents and warrants that the Work will be performed in a good and workmanlike manner, in conformance with the Contract Documents and free



from any and all defects. For a period of one (1) year after final acceptance by the Owner or within such longer period as may be prescribed by law, Contractor shall, at its own expense, promptly repair, replace, rebuild or restore any portion of the Work that is determined by the Owner to be defective or not in conformance with the Contract Documents.

ARTICLE TEN - MANUFACTURER'S WARRANTIES

To the extent available to Contractor, Contractor shall deliver to Owner guarantees or warranties provided by the manufacturers of specific products utilized in the performance of the Work and installed or constructed on the Property.

ARTICLE ELEVEN - CHANGES IN THE WORK

A. Owner's Change Orders. Without invalidating the Contract, Owner may at any time, from time-to-time, order additions, deletions, or revisions in the Work that do not result in a material change to the scope of Work. These will only be authorized by written Change Orders. Change Orders are to be negotiated solely with Contractor or its authorized representative and not with subcontractors or materialmen. Upon receipt of a written Change Order, Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in ARTICLE TWELVE or ARTICLE THIRTEEN.

B. Owner's Field Orders. Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. If Contractor believes that any minor changes or alterations by Owner entitle it to an increase in the Contract Price, Contractor may suspend Work until the Owner and Contractor agree upon the increased price.

C. Unauthorized Additional Work. Additional Work performed by Contractor without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.



D. Execution of Change Orders. Owner will, upon approval, execute appropriate Change Orders prepared by Contractor covering changes in the Work to be performed and any other claim of Contractor for a change in the Contract Time or the Contract Price that is reasonable.

E. Writing Required. All Change Orders of whatever type or nature must be in writing and signed by an authorized representative of the Owner. Accordingly, wherever the context of this Contract indicates that Owner approval is required, such approval must be as described in this ARTICLE ELEVEN, E, herein.

F. Suspension of Work. Notwithstanding any other provision herein, Contractor may not suspend Work based on a written Change Order affecting price or adding time unless the change requested materially affects Contractor's ability to perform the remainder of the Work within the price or time frames of the original Contract.

G. No Material Changes to Scope. In no event shall a Change Order cause a material change to the scope of the Work.

ARTICLE TWELVE - CHANGE OF CONTRACT PRICE

A. Total Compensation. The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

B. Necessity of Change Order. The Contract Price may only be changed by a Change Order approved by the Owner and the Contractor. Any claim for an increase in the Contract Price shall be in writing and delivered to Owner. All claims for adjustments in the Contract Price resulting from any such claim shall be incorporated in a written Change Order. Subject to the limitations in ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the Change Order changing the Contract Price.



C. Determination of Value of Change Order Work. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined by multiplying the applicable quantity by the unit price indicated in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. In such case, Contractor will submit an itemized cost breakdown together with supporting data.

D. Amount of Credit to Owner. The amount of credit to be allowed by Contractor to Owner for any such change that results in a net decrease in costs, will be determined by multiplying the applicable quantity by the unit price indicated in the bid form, except as otherwise agreed between Owner and Contractor in a written Change Order. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

ARTICLE THIRTEEN - CHANGE OF THE CONTRACT TIME

A. Necessity of Change Order. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing delivered to Owner by Contractor within five (5) calendar days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be agreed upon in writing by the Owner and Contractor. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Subject to the limitations of ARTICLE ELEVEN, F, the Contractor may suspend Work until the Owner and Contractor agree upon the change in Contract Time.

B. Delays Beyond Contractor's Control. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if Contractor makes a claim for such extension(s) as provided in Section A of this ARTICLE THIRTEEN. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, flood, labor disputes, epidemics, abnormal weather conditions, unanticipated site conditions or Acts of God, suspension of Work by Contractor resulting from Owner and Contractor failing to agree on Change Orders and work stoppage as set forth in Section C, below. Notwithstanding all provisions herein to the contrary, delays beyond sixty (60) calendar days, for any reason, permit the Owner



to terminate this Contract on ten (10) calendar days' prior written notice. In such instance, Owner shall be liable to Contractor for all Work performed to the date of termination.

ARTICLE FOURTEEN - NOTICES

Any and all notices, demands, requests, and other communications required or permitted to be served on or given to either party by the other shall be delivered personally or by United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, by facsimile or by e-mail, read receipt, as follows:

Contractor: Name: _____
 Attention: _____
 Address: _____

 Facsimile: _____
 E-Mail: _____

Owner: Name: **City of Wells**
 Attention: **Jason Pengelly**
 Address: **525 6TH Street,**
 Wells, Nevada 89835
 Facsimile: **775-752-3355**
 E-Mail: **citymanager@cityofwellsnv.com**

Such addresses may be changed by the party entitled to receive notice any time upon this notice to the other party of designation of a new address. If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date of receipt indicated on the return receipt.

ARTICLE FIFTEEN - EARLY TERMINATION FOR FAILURE TO REMEDY DEFAULT

A. Failure to Remedy Default; Early Termination. If Contractor defaults in performance of any material provision herein and Contractor fails to commence reasonable efforts to remedy such default after thirty (30) calendar days' written notice



from the Owner specifying the default, Owner may then terminate this Contract before the completion date hereof without prejudice to any other remedy Owner may have.

B. Cost to Complete Project to be Reimbursed. If Owner terminates the Contract due to a breach in the terms of the Contract by Contractor, and is thereby required to retain a different contractor to complete the Project, any related increase in the total cost of the Project will be at Owner's sole discretion, will be withheld from any retention held by Owner, will be obtained from the proceeds of any applicable bond(s) posted by the Contractor and/or will be reimbursed by the Contractor to the Owner immediately upon demand.

ARTICLE SIXTEEN - LIQUIDATED DAMAGES

A. Liquidated Damages for Failure to Timely Achieve Substantial Completion. It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **One Thousand Dollars (\$1,000.00)** for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided in accordance with the Contract Documents.

B. Interest. Interest shall accrue on all unpaid liquidated damages at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date of the liquidated damages accrue, plus 2 percent. The rate shall be adjusted accordingly on each January 1 and July 1 thereafter until the liquidated damages are paid in full.



C. Owner's Right of Offset. In the event there are sums due to Contractor from Owner subsequent to the date upon which liquidated damages begin to accrue, Owner may thereafter offset and deduct from such sums the amount of any liquidated damages then accrued and Contractor shall not thereafter be entitled to recover the difference from Owner.

D. Remedy not Exclusive. Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. Contractor shall pay liquidated damages to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein. Liquidated damages only represent damages for administrative costs, overhead and loss of public use caused by Contractor's delay. The imposition or recovery of liquidated damages by Owner shall in no manner affect Owner's ability to recover any other damages caused by Contractor's default to include, without limitation, the cost of completion.

ARTICLE SEVENTEEN - ADDITIONAL PROVISIONS

A. Integration. This Contract and the exhibits hereto constitute the entire contract between the parties with respect to the Work and supersede all prior agreements, offers and negotiations (to include, without limitation, the Invitation to Bid and Instructions to Bidders, unless otherwise specifically stated herein) and may not be amended except by a contract in writing signed by the parties.

B. Binding on Assigns and Successors. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs and assigns and successors.

C. Choice of Law; Jurisdiction and Venue. This Contract and the provisions hereof shall be construed, given effect and governed by the laws of the State of Nevada, and in the event of a breach of this contract by any of the parties, the other party shall have all remedies at law or equity provided by the laws of the State of Nevada. Irrespective of any statutory provision to the contrary, jurisdiction and venue for any action shall be in the Fourth Judicial District Court of the State of Nevada, in and for the County



of Elko. The parties understand that statutory provisions may permit venue in locations other than the County of Elko; however, the parties hereby voluntarily waive any such statutory provisions.

D. Captions and Headings. The captions and headings of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of the Contract.

E. Attorney Fees and Costs to Prevailing Party. Should either party be required to seek legal action to enforce or interpret the terms and conditions of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.

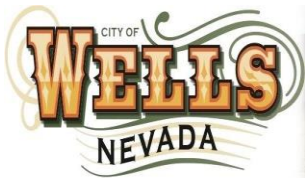
F. Ambiguities. Each party has reviewed this Contract with counsel; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Contract.

G. Unenforceability of Provisions. In the event that one or more of the provisions, or portions thereof, of the Contract is determined to be illegal and unenforceable, the remainder of the Contract shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

H. Further Documents. Contractor and Owner agree to execute all documents necessary to complete the Contract described herein.

I. Waiver. Any waiver of one or more defaults or breach of any term of this Contract shall not be construed to constitute a waiver of future defaults or breaches of the terms of this Contract.

J. Signatures. The parties agree that this Contract may be executed by electronic or facsimile signatures, which shall have the same effect as original signatures of the parties. Also, this Contract may be executed in counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the original. The signatories to this Contract are authorized to execute this instrument on behalf of the



respective parties.

K. Mediation. The parties recognize that differences sometimes arise in the course of a relationship and wish to avoid litigation. Accordingly, all claims, disputes and other matters in question between Contractor and Owner arising out of or relating to this Contract or the breach thereof, the Project, or the Work (“disputes”) shall first be submitted to negotiation. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. If after thirty (30) calendar days from the date the dispute arose negotiations prove unsuccessful in whole or in part, any remaining disputes shall be submitted to a mediator and the mediation shall be performed expeditiously by a mediator located in Elko County, Nevada. In the event a mediator cannot be located in Elko County, Nevada, the parties agree to split the cost for a mediator to travel to Elko County, Nevada to mediate such claims.

Pending final resolution of any dispute, including mediation in accordance with this Section, Contractor shall proceed diligently with performance of the Work to the extent it is unrelated to the dispute and the subject matter of the dispute does not inhibit the progress of the Work generally and Owner shall continue to make payments to Contractor in accordance with this Agreement to the extent unrelated to the dispute. To the extent necessary in light of the circumstances, the Contract Time shall be extended by the period of time necessary to resolve any dispute. Such performance by Contractor and payment by Owner shall not operate to waive or estop either party from pursuing the claim which gave rise to the dispute.

If the mediation does not occur within ninety (90) calendar days of such dispute, or if the mediation is conducted and all disputes are not therein resolved, then either party may file an action in the Fourth Judicial District Court, Elko, County, Nevada. All applicable statutes of limitations and the like shall be tolled while the requirements of this provision are pending, but only as to the disputes hereby submitted for negotiation or mediation.

L. Approval by City Council and Execution by City Official (s). Notwithstanding any other provision herein contained, this Contract shall not be binding on the Owner until it has been approved by the City Council and executed by its authorized official(s).



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***[Remainder of page intentionally left blank.
Signature Page Immediately Follows]***



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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first hereinabove written.

OWNER:

CITY OF WELLS

By: _____

MAYOR

CONTRACTOR (Company Name) :

By: _____

Title: _____

ATTEST:

Samantha Nance, City Clerk



4.0 EXHIBITS

EXHIBIT 1 - BID FORM

(To Accompany Bid)

THIS FORM, FULLY COMPLETED, MUST BE USED FOR ALL BIDS

TO THE CITY OF WELLS, NEVADA:

The undersigned bidder hereby offers, in the amount stated in Exhibit 1 – Bid Form, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, incidental items and permits (except as otherwise stated in the Contract Documents) for the construction of the Project, described as follows:

**THE CITY OF WELLS
 Shoshone Avenue Curb, Gutter and Sidewalk Project**

The bidder agrees that the work will be performed in accordance with the Contract Documents together with incidental items necessary to complete the work to be constructed in accordance with the Contract, any and all Exhibits to the Contract, Exhibit 16 – Technical Specifications, Exhibit 8 – Project Construction Plans and also in accordance with the "Standard Specifications and Details for Public Works Construction", 2016 Revised Edition, and amendments (Orange Book) as adopted by the City of Wells, Nevada and the 2010 ADA Standards for Accessible Design .

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
1. Mobilization and Demobilization	1	Lump Sum		
2. SWPPP	1	Lump Sum		
3. Traffic Control	1	Lump Sum		
4. Saw Cut Pavement	5,307	Linear Feet		
5. Remove Pavement	20,633	Square Feet		
6. Remove Curb and Gutter	231	Linear Feet		



7. Remove Concrete Driveway	807	Square Feet		
8. Remove Concrete Sidewalk	83	Square Feet		
9. Remove Valley Gutter Apron	1,121	Square Feet		
10. Remove Concrete Valley Gutter and Pavement Overlay	954	Square Feet		
11. Over Excavation – Removal of Unsuitable Material	500	Cubic Yard		
12. Over Excavation – Geotextile Fabric	930	Square Yard		
13. Over Excavation – Backfill with Type 2, Class B Aggregate Base	500	Cubic Yard		
14. 3-inch A.C.	30,091	Square Feet		
15. 9-inch Type 2 Class B Aggregate Base	30,091	Square Feet		
16. Seal Coat	3,345	Square Yard		
17. 6-inch Thick Gravel Patch Back	376	Square Feet		
18. Type 1 Curb & Gutter	4,468	Linear Feet		
19. 4-inch Thick Concrete Sidewalk	14,228	Square Feet		
20. 4-Foot Wide Valley Gutter & Aprons	4,688	Square Feet		
21. Post Curb at Back of Sidewalk & Truncated Domes at Curb Ramp	23	Each		
22. 6" Thick Concrete Driveway	2,915	Square Feet		
23. 6-inch Thick Reinforced Concrete Alley Apron	660	Square Feet		
24. Set Sanitary Sewer Manhole to Grade	8	Each		
25. Set Valve Box to Grade	4	Each		



26. Set Communication Box to Grade	1	Each		
27. Set Water Meter Box to Grade	1	Each		
28. Sidewalk Cross Drain	3	Each		
29. 3"-6" Rip Rap for the Swale (6"Depth)	45	Cubic Yard		

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 29) IN NUMBERS =
 \$ _____

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 29) IN WRITTEN FORM =

BASE BID INSTRUCTIONS: The Base Bid amount is to be stated in legible figures only and is the total amount bid for the entire contract work, including all applicable taxes. Any alteration, erasure or change must be clearly indicated and initialed by the bidder. The bidder agrees that the following, without limitation, may, in the City’s discretion, constitute grounds for rejecting this bid as non-responsive: (1) one or more blanks are not filled in; (2) the bid form is not signed by an authorized representative of the bidder; (3) any words or figures are not legible; (4) there are discrepancies in the figures (to include arithmetical errors); (5) the bid is not submitted with a compliant bid bond; (6) the bidder supplies false information on this bid form; or (7) the bidder fails to provide information required by this bid form or Nevada law.

COMMUNICATIONS WITH CITY: All communications with the City regarding this Project until the time a contract is executed by the City shall be directed to the Office of the Wells City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.



CERTIFICATION OF FAMILIARITY WITH PROJECT AND CONTRACT REQUIREMENTS:

The bidder certifies that it has inspected the location where the Project will be performed, has read and is thoroughly familiar with the Project and the Contract documents, and has received and thoroughly reviewed the following Addenda and/or other documents from the City in relation to this Project: _____

BIDDER ACKNOWLEDGES RECEIPT OF THE ADDENDA AND OTHER DOCUMENTS REFERENCED ABOVE!

BID BOND: As a condition of the privilege to bid on this Project, the bidder shall submit with its bid a bid bond, executed by a surety company authorized to do business in the State of Nevada, in an amount equal to TEN PERCENT (10%) of the amount of the Base Bid. Should the bidder be awarded the contract and thereafter fail to enter into a written contract for the Project upon request by the City, the bidder shall thereupon forfeit and the City shall retain the full amount of the bid bond, which shall be a penalty and not damages.

CONTRACTOR'S LICENSE: The bidder certifies that it holds a valid Nevada State Contractor's license, as follows:

LICENSE CLASSIFICATION: _____

LICENSE NUMBER: _____

CITY OF WELLS BUSINESS LICENSE: The bidder certifies that it holds a valid City of Wells Business License, as follows, or will obtain one prior to the time of Contract execution:

LICENSE TYPE: _____

LICENSE NUMBER: _____



UNIQUE ENTITY ID: The bidder certifies that it holds a valid Unique Entity ID with SAM.gov, as follows, or will obtain one prior to the time of bid award.

Unique Entity ID : _____

RESOLUTION: If the bidder is a limited liability company or corporation, the bidder must include with its bid an appropriate resolution authorizing the signatory to this document to sign and submit this bid, and execute a contract for performance of the Project on behalf of the Limited Liability Company or Corporation.

EFFECT OF AWARD: An award constitutes conditional acceptance of a bid, subject to the City of Wells executing and delivering to the winning bidder a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Wells City Council may, in its discretion, decide to reject all bids and perform the work itself, rebid the Project or not proceed with the Project.

WINNING BIDDER: The winning bidder will be determined accordance with Chapter 338 of the Nevada Revised Statutes. The City reserves the right, in its sole discretion, to waive minor technical defects or irregularities in bids provided the waiver does not give a competitive advantage to one bidder over another.

PROTEST RIGHTS: Under Nevada law, a person who bids on a public works contract may file a notice of protest regarding the awarding of the contract with the authorized representative designated by the public body within five (5) business days after the date the recommendation to award a contract is issued by the public body or its authorized representative. Bidders are advised to consult Nevada Revised Statutes 338.142 for requirements applicable to protests of awards of public works contracts.

BIDDER INFORMATION AND SIGNATURE:

DATED this ____ day of _____, 20____.

NAME OF BIDDER: _____

TYPE OF ENTITY (e.g., partnership, corporation): _____

COMPLETE ADDRESS AS SHOWN ON THE OFFICIAL WEBSITE OF THE NEVADA STATE CONTRACTOR'S BOARD (THIS ADDRESS WILL BE USED



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FOR ALL WRITTEN CORRESPONDENCE WITH THE BIDDER UNLESS OTHERWISE AUTHORIZED BY THE CITY):

AUTHORIZED SIGNATURE: _____

PRINT OR TYPE NAME: _____

OFFICIAL TITLE OR CAPACITY: _____

*****End of Exhibit 1 – Bid Proposal Form Document*****



**EXHIBIT 2 - BID PROPOSAL GUARANTEE
(To Accompany Bid Form)**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

_____, as PRINCIPAL,

and _____, as SURETY,

are hereby held and firmly bound unto the CITY OF WELLS, NEVADA, as OWNER in the penal sum of at least **ten (10%) percent** of the total amount of bid equal to:

(Written Form)

(Numbers) \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal is herewith submitting to the CITY OF WELLS, NEVADA, a certain Bid for the:

**THE CITY OF WELLS
Shoshone Avenue Curb, Gutter and Sidewalk Project**

NOW, THEREFORE,

(a) If the Principal shall not withdraw said Bid within thirty (30) calendar days after the opening of the same, or

(b) If said Bid shall be rejected, or in the alternate,

(c) If said Bid shall be accepted and the Principal shall within **twenty (20) calendar days** after receipt of Notice of Award, execute and deliver a contract in the form of Contract specified in the Contract Documents (properly completed in accordance with said Bid) and shall furnish a bond with good and sufficient surety or sureties for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, then this obligation shall be void, otherwise the same shall remain in force and effect and the Principal and Surety will pay unto the Owner the penal sum hereof; it being expressly understood and agreed that the liability of the Surety for any and



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all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does not hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, 20____;

PRINCIPAL: _____

SURETY: _____

BY: _____

(SEAL)



EXHIBIT 3 - EXPERIENCE QUALIFICATIONS
(To Accompany Bid Form)

By signing this form, the Bidder verifies that he/she has been engaged in the contracting business under the present business name for the previous five (5) years.

The Bidder must have previous experience in work similar to the Project. In order to demonstrate this to the City, the Bidder must provide references and contract amounts for previous projects of similar type and complexity to the Project. These references and contract amounts must have been parties to the same contracts as Bidder with respect to projects of this type.

Similar Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #

In addition to the above references (unless the same), the Bidder must list references and contract amounts for recent projects that have been satisfactorily completed, together with the corresponding information requested in the following table:

Recent Projects

YEAR	CONTRACT AMOUNT	TYPE OF WORK	LOCATION & FOR WHOM PERFORMED	CONTACT NAME	PHONE #



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By signing this form, the Bidder verifies that he/she has never failed to satisfactorily complete a contract to which he/she was a party, except as follows (attached additional sheets if required):

The following is a list of property, plant and equipment owned by the Bidder which is definitely available for use on the proposed work if needed:

Attach additional sheets if required.

SIGNED: _____

DATE: _____



EXHIBIT 4 - DESIGNATION OF SUBCONTRACTORS

**FIVE PERCENT LIST
 NRS 338.141(1)(b)
 (To Accompany Bid)**

State law requires that the prime contractor on this project submit a "5% List" with his or her bid. The 5% List must include the name of the prime contractor and the name of each first tier subcontractor who will provide labor or a portion of the work for which the prime contractor and (if applicable) the first tier subcontractor will be paid an amount exceeding 5 percent of the prime contractor's total bid.

A PRIME CONTRACTOR BIDDING ON A PUBLIC WORK MUST INCLUDE HIS OR HER NAME ON THE 5% LIST!

IMPORTANT: A BID WITHOUT A TIMELY, COMPLETE AND CORRECT 5% LIST THAT COMPLIES WITH NRS 338.141 WILL BE AUTOMATICALLY DEEMED NOT RESPONSIVE!

The 5% List must also contain a description of the labor or portion of the work which the prime contractor will perform and which each first tier subcontract will provide to the prime contractor. In order to help you complete the 5% List, the City is providing you with this form.

IMPORTANT: THE PRIME CONTRACTOR MUST BE INCLUDED ON THIS LIST OR THE BID WILL BE REJECTED!

IMPORTANT: IN ACCORDANCE WITH THE ORANGE BOOK, THE PRIME CONTRACTOR MUST PERFORM AT LEAST 50% OF THE WORK!

Name of Prime Contractor/First Tier Subcontractor(s)	Contractor's License Number	Description of Labor or Work	Percentage of Work Done

(Use additional sheets if necessary)



**ONE PERCENT LIST
NRS 338.141(1)(b)(2)
(To Accompany Bid)**

State law requires that if a prime contractor’s bid is one of the three lowest bids, within 2 hours after bid opening the prime contractor must submit a “1% List” if the prime contractor is employing a first tier subcontractor who will provide labor or a portion of the work who will not be paid an amount exceeding \$100,000.

IMPORTANT: A BID WITHOUT A TIMELY, COMPLETE AND CORRECT 1% LIST THAT COMPLIES WITH NRS 338.141 WILL BE AUTOMATICALLY DEEMED NOT RESPONSIVE!

The 1% List must contain the name and contractor’s license number of each first tier subcontractor who will provide labor or a portion of the work for which the first tier subcontractor will be paid 1 percent of the prime contractor’s total bid or \$50,000, whichever is greater.

A prime contractor must include his or her name on the 1% List, together with:

- (1) a description of the labor or portion of the work that the prime contractor will perform; or
- (2) a statement that the prime contractor will perform all work other than that being performed by a subcontractor listed on the 5% List or the 1% List.

The 1% List must contain a description of the labor or portion of the work which each first tier subcontract will provide to the prime contractor. In order to help you complete the 1% List, the City is providing you with this form.

IMPORTANT: THE PRIME CONTRACTOR MUST BE INCLUDED ON THIS LIST!

IMPORTANT: IN ACCORDANCE WITH THE ORANGE BOOK, THE PRIME CONTRACTOR MUST PERFORM AT LEAST 50% OF THE WORK!

Name of Prime Contractor/First Tier Subcontractor(s)	Contractor’s License Number	Description of Labor or Work	Percentage of Work Done

(Use additional sheets if necessary)

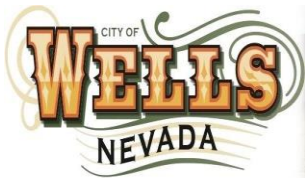


EXHIBIT 6 - CERTIFICATION OF BIDDER REGARDING PENALTIES FOR NON-COMPLIANCE WITH NEVADA PREVAILING WAGE REQUIREMENTS

(To Accompany Bid)

The undersigned bidder, proposed contractor or subcontractor certifies and acknowledges that:

1. This contract is for a public work project as set forth in Nevada Revised Statutes Chapter 338.
2. Pursuant to NRS 338.060, a contractor engaged on public works shall forfeit, as a penalty to the public body in behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - (a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
 - (b) Is not reported to the City of Wells as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the labor commissioner.

This project is estimated to be at or above the \$100,000 threshold and therefore requires that prevailing wages to be paid.

Name of Bidder

Name and Title of Authorized Representative

Signature

Date



EXHIBIT 7 - FRINGE BENEFIT PLAN, FUND OR PROGRAM DISBURSEMENT INFORMATION

CONTRACTOR: _____

CONTACT: _____ PHONE: _____

Classification _____

Table with 2 columns: Paid per hour and Name, Address and Telephone Number of Fund Manager. Rows include Vacation, Health and Welfare, Pension, Apprentice/training, and Other.

Classification _____

Table with 2 columns: Paid per hour and Name, Address and Telephone Number of Fund Manager. Rows include Vacation and Health and Welfare.



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\$ _____ Pension

\$ _____ Apprentice/training

\$ _____ Other



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EXHIBIT 8 - DRAWINGS
(PROJECT CONSTRUCTION DRAWINGS)

Please see the attached plans at the end of this document. These print to scale on a 24"x36" sheet size.



EXHIBIT 9 - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF WELLS, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

_____ Dollars
(Written Form)

(Numbers) \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents for the faithful performance of a certain written Contract entered into between the Principal and the Owner, dated this _____ day of _____, 20____, a copy of which is incorporated herein by reference, and made a part hereof as if fully copied herein, for the construction of the Shoshone Avenue Curb, Gutter and Sidewalk Project.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects, well, truly and faithfully perform such contract and the Principals, duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and if their Principal shall save, indemnify and keep harmless the Owner against all loss, damages, claims, liabilities, judgments, costs and expenses which may accrue against the Owner in consequence of the awarding of said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract



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or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

PRINCIPAL SECRETARY: _____

(SEAL)

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____

BY: _____



ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)

WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



EXHIBIT 10 - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
(name of contractor)

are a _____
(corporation, partnership or individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____,

hereinafter called the "Surety", are held and firmly bound unto the CITY OF WELLS, of ELKO COUNTY, NEVADA, hereinafter called "Owner" in the penal sum of:

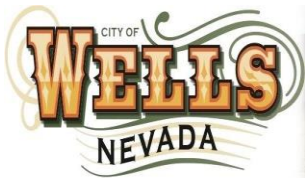
_____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, a copy of which is incorporated hereby by reference, and made a part hereof as if fully copied herein for the construction of the **Shoshone Avenue Curb, Gutter and Sidewalk Project**.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations supplying or furnishing labor or materials to the Principal, or to any of the Principals' subcontractors in the prosecution of the work provided for in said Contract, and any authorized extension or modification thereof, including but not limited to any amounts due for materials, supplies, lubricants, oil, gasoline, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by, to, or for Principal or subcontractor or subcontractors of the Principal, then this obligation shall be void; otherwise to remain in full force and effect.

The Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the owner may be compelled to pay as a result of non-payment for labor or material



furnished for the work embraced by said Contract.

The Principal and Surety hereby further agree that not only said Owner may sue on this bond, but that subject to the provisions hereinafter set out, any individual, firm, partnership, association or corporation, (hereinafter called claimant), who has performed labor or furnished materials to or for the Principal or its subcontractor or subcontractors in the prosecution of the work provided for in the Contract for which this bond is given, and who has not been paid in full before the expiration of ninety (90) calendar days after the date on which the claimant performs the last of such labor or furnished the last of such materials for which the claimant claims payment, may bring an action on this bond in the claimant's own name to recover any amount due the claimant for such labor or materials, and may prosecute such action to final judgment and have execution on the judgment.

Provided, however, that any claimant who has a direct contractual relationship with any subcontractor of the Principal, but no contractual relationship, express or implied, with such Principal, may bring an action on this bond only:

- A. If the claimant has within thirty (30) calendar days after furnishing the first of such materials or performing the first of such labor, served on the Principal a written notice which shall inform the Principal of the nature of the materials being furnished or to be furnished, or the labor performed or to be performed, and identifying the person contracting for such labor or materials and the site for the performance of such labor or furnishing such materials; and
- B. After giving written notice to such principal within ninety (90) calendar days from the date on which the claimant performed the last of the labor or furnished the list of such materials for which the claimant claims payment.

Each written notice shall state with substantial accuracy the amount claimed and the name of the person for whom the work was performed or the material supplied, and shall be served by being sent by registered mail, postage prepaid, in an envelope addressed to such Principal at any place in which the Principal maintains an office or conducts business, or at the Principal's residence.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 20____.

PRINCIPAL: _____

BY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

(SEAL)

PRINCIPAL SECRETARY: _____

WITNESS AS TO PRINCIPAL: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SURETY: _____

BY: _____

ATTORNEY-IN-FACT

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

ATTEST:

SURETY SECRETARY: _____

(SEAL)



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WITNESS AS TO SURETY: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct Name of Contractor.
- (2) A Corporation, a Partnership or an Individual, as case may be.
- (3) Correct Name of Surety.

If Contractor in Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Nevada.



EXHIBIT 11 - NOTICE OF AWARD

TO: _____ **DATE:** _____

_____ **PROJECT: Shoshone Avenue Curb,**
Gutter and Sidewalk Project

YOU ARE HEREBY NOTIFIED that the City of Wells has accepted your bid for the above Project in the amount of \$ _____,

Within **TWENTY (20)** calendar days of receipt this Notice of Award, you must complete, sign and deliver to the City of Wells: (1) this Notice of Award with the fully executed Acceptance of Notice; (2) the Public Works Contract, executed by a person authorized to sign on your behalf; (3) the Performance Bond; (4) the Payment Bond; and (5) evidence of all insurance required to perform the Project. If you fail to meet any of these requirements, the City of Wells will be entitled, in its discretion, to consider all of your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond, entitling the City of Wells to the full amount of the Bid Bond. The City of Wells will also be entitled to such other rights as may be allowed by law.

You are further advised that this Award constitutes conditional acceptance of your bid, subject to the City of Wells executing and delivering to you a fully executed copy of the Public Works Contract. Prior to the delivery of a fully executed copy of the Public Works Contract, the Wells City Council may, in its discretion, decide to reject all bids (including your bid) and perform the work itself, rebid the Project or not proceed with the Project. All communications with the City regarding this Project through the time a contract is executed by the City shall be directed to the Office of the Wells City Clerk. In the event the City determines that a bidder has attempted to communicate with any City official or employee in violation of the preceding sentence, the City may, in its discretion, reject that bid (even after a Notice of Award has been issued) on the ground that rejection of the bid serves the public interest.



CITY OF WELLS
525 6TH Street Wells, NV 89835
(775-752-3355) cityofwellsnv.com

DATED this ____ day of _____, 20____.

CITY OF WELLS

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is hereby acknowledged this __ day of _____
20____.

CONTRACTOR (BIDDER): _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNATORY: _____

TITLE OF SIGNATORY: _____



CITY OF WELLS
525 6TH Street Wells, NV 89835
(775-752-3355) cityofwellsnv.com

EXHIBIT 12 - NOTICE TO PROCEED

To: _____

DATE: _____
PROJECT: **Shoshone Avenue Curb,
Gutter and Sidewalk Project**

You are hereby notified to commence work in accordance with the Agreement dated the ____ day of _____, 20____, on or before the _____ day of _____, 20____, and you are to complete construction **One hundred Fifty (150) calendar days** from the written notification to proceed.

Contractor: _____

By: _____
Authorized Company Representative

DATE: _____

Title: _____

Owner: CITY OF WELLS, NEVADA

By: _____

DATE: _____

Title: _____

RETURN SIGNED COPY TO:

City of Wells
Jason Pengelly
525 6TH Street
Wells, Nevada 89835

along with aforementioned document(s) requested.



EXHIBIT 13- PROJECT SPECIFICATIONS

The following specifications apply to this project:

- 1) The **Standard Specifications for Public Works Construction (Orange Book), 2016 Edition** as sponsored and distributed by the Regional Transportation of Washoe County. A hard copy of this document is not attached to the Contract. The complete document can be viewed at the following URL:

<https://rtc2023.wpengine.com/wp-content/uploads/2023/10/2016-Version-Revision-No.-9.pdf>

- 2) **The 2010 ADA Standards for Accessible Design.** A hard copy of this document is not attached to the Contract. The complete document can be viewed at the following URL:

<https://www.ada.gov/law-and-regs/design-standards/2010-stds/#compliance-date-for-title-iii>



EXHIBIT 14 - GENERAL PROVISIONS

PROJECT SPECIFICATIONS:

The "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2016 Revised Edition, (Orange Book) and The "2010 ADA Standards for Accessible Design" shall be the Project Specifications. All sections shall apply except as specifically deleted or modified by these Supplementary Conditions or the Technical Specifications. Wherever these specifications refer to the agency, this reference shall mean the CITY OF WELLS and wherever these specifications refer to the Engineer, this reference shall mean **the City or authorized representative**.

LAWS, RULES, REGULATIONS, HEALTH, SAFETY AND OSHA TRAINING REQUIREMENTS:

Laws, Rules and Regulations

All workmanship and materials shall comply with all applicable laws, codes, rules and regulations, and the Contractor shall comply with all safety regulations which are applicable to his work, and particular attention for applicability shall be given to the United States Department of Labor Occupational Safety and Health Administration (OSHA) Standards, and the regulations of the State of Nevada in which the job is located. The responsibility for complying with all such laws, codes, rules and regulations, and safety standards shall be the responsibility of the Contractor. If the City is fined for any Contractor violations, these costs will be fully reimbursed by the Contractor.

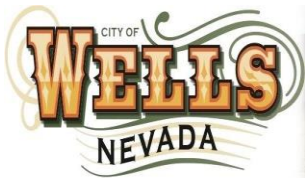
Safety

In accordance with all OSHA safety regulations (29 CFR Part 1910 - 1926 inclusive) and the City of Wells Safety and Confined Space programs, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all personnel and property during the performance of the work: to include supplying their personnel with proper personnel protective equipment (PPE), first aid kit, fire extinguishers, confined space equipment and air monitors, underground metal utility detectors, tools, necessary equipment and materials. This requirement will apply continuously and not be limited to normal working hours on City of Wells property.

The City will require of all Contractors the 30-hour supervisor and 10-hour employee OSHA certification training in CFR 1926 Construction Safety and Health before the work begins. All Contractors shall be responsible for the required certified training on equipment, tools, confined space and safety training, PPE, etc. The Contractor will produce these training documents as requested by the City.

Health and Safety in Employment

All applicable provisions in NRS Chapter 618 shall be incorporated in the construction practices for all employees directly engaged in the completion of any City of Wells project(s).



Apprenticeship Utilization Act (NRS 338.01165).

NRS 338.01165 pertains to the use of apprentices in the performance of public works contracts, as follows:

1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

3. On or after January 1, 2021, the Labor Commissioner, in collaboration with the State Apprenticeship Council, may adopt regulations to increase the percentage of total hours of labor required to be performed by an apprentice pursuant to subsection 1 or 2 by not more than 2 percentage points.

4. An apprentice who graduates from an apprenticeship program while employed on a public work shall:

(a) Be deemed an apprentice on the public work for the purposes of subsections 1 and 2.

(b) Be deemed a journeyman for all other purposes, including, without limitation, the payment of wages or the payment of wages and benefits to a journeyman covered by a collective bargaining agreement.

5. A contractor or subcontractor engaged on a public work is not required to use an apprentice in a craft or type of work performed in a jurisdiction recognized by the State Apprenticeship Council as not having apprentices in that craft or type of work.

6. A public body may, upon the request of a contractor or subcontractor, submit a request to the Labor Commissioner to modify or waive the percentage of hours of labor provided by one or more apprentices required pursuant to subsection 1 or 2 for good cause. A public body must submit such a request, before an advertisement for bids has been placed, the opening of bids or the award of a contract for a public work or after the public body has commenced work on the public work. Such a request must include any supporting documentation, including, without limitation, proof of denial of or failure to approve a request for apprentices pursuant to subparagraph (3) of paragraph (d) of subsection 10.

7. The Labor Commissioner shall issue a determination of whether to grant a modification or waiver requested pursuant to subsection 6 within 15 days after the receipt of such request. The Labor Commissioner may grant such a request if he or she makes a finding that there is good cause to modify or waive the percentage of hours of labor



provided by one or more apprentices required pursuant to subsection 1 or 2.

8. A public body, contractor or subcontractor may request a hearing on the determination of the Labor Commissioner within 10 days after receipt of the determination of the Labor Commissioner. The hearing must be conducted in accordance with regulations adopted by the Labor Commissioner. If the Labor Commissioner does not receive a request for a hearing pursuant to this subsection, the determination of the Labor Commissioner is a final decision for the purposes of judicial review pursuant to chapter 233B of NRS.

9. A contractor or subcontractor engaged on a public work shall enter into an apprenticeship agreement for all apprentices required to be used in the construction of a public work. If the Labor Commissioner granted a modification or waiver pursuant to subsection 7 because the Labor Commissioner finds that a request for apprentices was denied or the request was not approved within 5 business days as described in subparagraph (3) of paragraph (d) of subsection 10 and apprentices are later provided, then the contractor or subcontractor shall enter into an apprenticeship agreement for all apprentices later provided.

10. As used in this section:

(a) "Apprentice" means a person enrolled in an apprenticeship program recognized by the State Apprenticeship Council.

(b) "Apprenticed craft or type of work" means a craft or type of work for which there is an existing apprenticeship program recognized by the State Apprenticeship Council.

(c) "Apprenticeship program" means an apprenticeship program recognized by the State Apprenticeship Council.

(d) "Good cause" means:

(1) There are no apprentices available from an apprenticeship program within the jurisdiction where the public work is to be completed as recognized by the State Apprenticeship Council;

(2) The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; or

(3) The contractor or subcontractor has requested apprentices from an apprenticeship program and the request has been denied or the request has not been approved within 5 business days.

➡ The term does not include the refusal of a contractor or subcontractor to enter into an apprenticeship agreement pursuant to subsection 9.

(e) "Journeyman" has the meaning ascribed to it in NRS 624.260.

(f) "State Apprenticeship Council" means the State Apprenticeship Council created by NRS 610.030.

Wage Rates

The minimum wage rates for this project have been established by both the State of Nevada and the Federal Government. Both State Prevailing Wage and Davis Bacon Wage Rates are attached to Exhibit 21 CDBG Funding Conditions Section. The higher wage rate for each job classification shall apply.



EXHIBIT 15 - SPECIAL OR SUPPLEMENTAL PROVISIONS

1. Location of Work and Scope of Work:

Installation of curb, gutter, and sidewalk on both sides of Shoshone Avenue from 6th Street to Baker Street and on the easterly side only from Baker Street to Dover Street. The location and scope of work for this project are shown on the construction plans for Shoshone Avenue Curb, Gutter & Sidewalk Improvements. This scope of work includes demolition of existing improvements where specified and construction of curb, gutter and sidewalk from Station 0+00 to Station 26+25. All improvements are to meet current ADA Accessibility Standards. Additionally, the scope of work includes the construction of a Bio-Swale along the City Pool Frontage from Station 8+00 to Station 10+80.

2. City to Provide the Following:

- A) The City will do the tree removal at 1121 Shoshone Avenue. This work will be performed prior to the mobilization of the Contractor.
- B) The City will remove and replace existing fencing at 1121 Shoshone Avenue and 650 Third Street. The Contractor to coordinate this work with the City of Wells.
- C) The City of Wells will relocate the newspaper delivery box at 1121 Shoshone Avenue.
- D) The City will remove the railroad tie boarder at 650 Third Street. This work will be performed prior to the mobilization of the Contractor.
- E) The City will remove and reset street and stop signs – Contractor to coordinate this work with City of Wells Public Works.
- F) The City of Wells shall be responsible for grass seeding or sod behind the walk where there is existing grass lawn. The Contractor shall keep their construction disturbance to a minimum.
- G) The City will send out a letter to the property owners regarding construction and the scheduling for construction.



- 3. Coordination and Scheduling:** As stated in Item 2 G) the City will be sending out a letter to the property owners regarding the construction. The Contractor shall coordinate with the City on the construction schedule. The Contractor shall provide to the City and Project Engineer a schedule as part of the submittal package. This schedule may need to be updated by the Contractor throughout the project.
- 4. Work Hours:** Work hours shall be from 6:00 a.m. to 6:00 p.m. Monday through Friday. No work outside these hours or on the weekend shall take place without prior of City of Wells approval.
- 5. Parking and Access for Residents:** The Contractor shall be responsible for keeping access and parking open to residents and resident's homes as much as possible. The Shoshone Avenue shall remain open to through traffic during the construction. Access must be provided to emergency vehicles at all times. Baker, 1st, 2nd, 3rd, 4th and 5th Streets can be closed for valley gutter construction as needed and only with approved traffic control devices. When these streets are closed to through traffic the Contractor shall notify the City of Wells City Manager (775) 752-5368. The City will then notify Fire, Med Ex and Sheriff's Department.
- 6. Staging area for Materials and Equipment:** A staging area for this project will be provided by the City of Wells on the 0.83 acre triangular shaped lot at the northeasterly corner of First Street and Edgewood Avenue (APN 002-612-003). The Contractor will be responsible for leaving the site free of debris. Any temporary staging of materials and equipment on the actual job site during construction must not interfere with local resident's access or parking.
- 7. Over Excavation Bid Items:** Bid Items No. 11, 12 and 13 are reserved in the event that over excavation of subgrade is required due to encountering unsuitable materials. Work will be paid per the bid unit price in the measured quantity during construction. If unsuitable material is discovered the Contractor shall notify the Project Engineer prior to removal of any material. The Project Engineer shall determine and measure the removal area, inspect the removal area to determine if geotextile fabric is to be used and have the aggregate base back fill tested. This procedure must be followed for payment of these bid items. Unused Over Excavation items or unused portions thereof will not be paid for.



- 8. Licensing:** The Contractor shall have the following:
 - A. City of Wells Business License.
 - B. A current Nevada State contractor's license of the proper classification to perform the project work is required at the time of bid opening.
 - C. Unique Entity ID with SAM.gov

- 9. Surveying:** The Contractor shall be responsible for construction survey staking for this project. The Project Engineer shall provide the CAD Drawing to include control points used for the topographic survey to the Contractor for their Surveyor's use. The Contractor's Surveyor shall be required to share all stake out points in a coordinate file and field notes with the Project Engineer. There is no separate bid item for this work and costs may be included in the Mobilization and Demobilization bid item. The staking for this project shall include the minimum listed below.
 - A. Initial computer input and verification of construction plans furnished by project engineer.
 - B. Set horizontal and vertical construction control points for construction.
 - C. Stake lines for demolition of pavement, curbs, gutters and sidewalks.
 - D. Provide one set of stakes for curb and gutter and valley gutters. Stakes to be set for horizontal location and grade. Stakes to be set at driveways, at all changes in grade and alignment and at ± 40 foot intervals maximum.

- 10. Testing:** The City of Wells will be providing the testing for this project. Any retesting of failed tests will be paid for by the Contractor.

- 11. Existing Residential Yards:** The disturbance to the adjacent resident's yard should be minimal. It shall be the Contractor's responsibility to keep disturbances to a minimum. In the event that sprinklers or lawn area are removed for construction or damaged due to construction, it shall be the Contractor's responsibility to repair or replace existing sprinkler systems. This shall be done in a timely matter to preserve the remaining lawn. There is no separate bid item for this.



- 12. Disposal of concrete and other construction debris:** The City of Wells will provide a location for removed concrete and pavement at the staging area parcel at the northeasterly corner of First Street and Edgewood Avenue (APN 002-612-003) . The demolished concrete and pavement then will be removed from this from this this location by the City of Wells. This is limited to demolished concrete and pavement only. The contractor shall be responsible for a trash receptacle at the staging area and removal of all other construction debris.
- 13. Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP):** The Contractor shall be responsible for obtaining the Construction Storm Water Permit with Nevada Department of Environmental Protection (NDEP). The Contractor shall be responsible for generating the NOI and SWPPP as well as paying the fee for this permit. The contractor shall also be responsible for filing the Notice of Termination when the project is completed.
- 14. Traffic Control:** The Contractor will be responsible for the traffic control including the traffic control plan. The traffic control plan shall be submitted to the City of Wells City Manager and Project Engineer for approval prior to the start of any work. The Contractor shall include all traffic control needed for the work in the bid item for Traffic Control. The traffic control shall meet the requirements of the current edition of the Uniform Manual on Traffic Control Devices (MUTCD).
- 15. Accessible Ramps:** The Bid Item 21 for accessible ramps shall include the post curb, truncated domes and any extra labor required for the construction of the curb ramps. The curb, gutter and sidewalk within the curb ramp area is included in Bid Items 18 (Curb and Gutter) and Bid Item 19 (Sidewalk).
- 16. Soils Report:** There is no soils report for this project.
- 17. Bid Items:** All labor, equipment and materials needed to compete each bid item shall be included in the unit price for that bid item. For additional clarification please see below:

 - 1) Note that all grading and aggregate base for flat work such as curb, gutter, sidewalks, valley gutters, driveways, alley aprons, curb ramps and pavement patch back shall be included in the unit price for that bid item and is not a separate bid item.
- 18.** The contractor shall supply a sani-hut for their crew's use.



- 19.** The contractor shall be responsible for grading behind new curb and sidewalks by matching the existing ground with a 10:1 slope maximum. There is no separate bid item for this work.
- 20.** Contractor shall be responsible for grading of bio-swale. There is no separate bid item for this work.
- 21.** The step at 683 Fourth Street is included in the sidewalk quantity. There is no separate bid item for this work.
- 22.** Sheets C2-C6 Demolition Portion show removal of valley gutter under pavement overlay. It is unknown if this valley gutter exists. During demolition if it is discovered that the valley gutter does not exist then the unit price of pavement removal in Bid Item 5 (Remove Pavement) will be used in place of Bid Item 10 (Remove Valley Gutter and Pavement Overlay). If the valley gutter does exist then Bid Item 10 (Remove Valley Gutter and Pavement Overlay) shall apply to include removal of any pavement overlay on the valley gutter.
- 23.** Bid Item 6 (Remove Curb and Gutter) does not include curb at the existing curb returns. Bid Item 9 (Remove Valley Gutter Apron) includes the removal of the attached curb at the curb return.



EXHIBIT 16 - TECHNICAL SPECIFICATIONS

1. **PROJECT STANDARD SPECIFICATIONS.** All work related to these civil improvements shall be executed and completed in accordance with the "**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION**", sponsored and distributed by the regional transportation commission of Washoe county and adopted by the City of Wells for Nevada for Public Works Construction. All civil work shall comply with the applicable sections of these specifications unless modified within the written contract with the contractor. These specifications shall be hereafter referred to as the project "**STANDARD SPECIFICATIONS**". Construction details shall comply with the construction details shown in these plans. Additionally, work shall comply with the 2010 ADA Standards for Accessible Design.
2. **CLEARING & GRUBBING AND REMOVAL OF MATERIALS.** Clearing & grubbing shall consist of removing all brush, grass, topsoil materials and other natural or objectionable material from the construction limits prior subgrade preparation. Clearing & grubbing shall be performed in accordance with **SECTION 300 SITE PREPARATION** of the referenced **STANDARD SPECIFICATIONS**.
3. **STORMWATER AND EROSION CONTROL.** The contractor shall maintain an erosion control program on site at all times that meets, or exceeds, the City of Wells and the State of Nevada requirements. This shall include the placement of fiber rolls at low points and vehicle mud trackout prevention measures at ingress and egress locations on the job site and staging area. The contractor shall maintain and on going process for removal of spillage of excavated material or track out on all paved streets. The contractor shall designate a location on site or at the staging area to construct a concrete washout pit for ready-mix concrete cleanup. At the completion of work the concrete cleanup pit shall be removed from the site. A clean jobsite shall be maintained by the contractor. A storm water discharge permit, from the State of Nevada Department of Environmental Protection, Bureau of Water Pollution Control, is required on all construction work sites that exceed 1.0 acres in size. The work site for this project is 1.65 acres.
4. **DUST CONTROL PROGRAM.** The contractor shall be responsible for maintaining a dust control program on site at times to include watering of open areas. The program shall be in compliance with all federal, state, county and city codes. The contractor shall take all reasonable precautions to ensure that air-born dust does not leave the jobsite. All areas disturbed and left undeveloped for a period of re than 30 days shall be stabilized by the application of a dust palliative.



5. UNDERGROUND UTILITIES. All utility trenches shall conform to the City of Wells and utility company specifications. The contractor shall be responsible for protecting all existing underground utilities at all times during construction. The locations of underground utilities shown on the project drawings are approximate and based on existing records and field surveys. The contractor shall be responsible for any and all damage encountered during construction. The contractor shall call 811 USA NORTH for utility field locations at least 48 hours prior to commencing excavation on site. The contractor shall coordinate all work with the following utility companies:

Table with utility types and company names: Electric power (Wells Rural Electric Company), Propane gas (Wells Propane), Telephone (Frontier), Fiber optic communication lines (AT&T, US Sprint, BeeHive, Frontier and other communication operators), Cable tv (Satview Broadband Company).

6. REMOVAL OF EXISTING IMPROVEMENTS. Removal of bituminous pavement, concrete sidewalk, and curb & gutter shall be in accordance with SECTION 300 SITE PREPARATION and SECTION 301 PROTECTION AND RESTORATION of the project STANDARD SPECIFICATIONS. The contractor shall sawcut all pavement and concrete at the locations shown on the project plans prior to removal.

7. SUBGRADE PREPARATION, EXCAVATION AND FILL. Subgrade soils shall be properly processed by moisturizing and compacting the subgrade soil to a minimum of 90% maximum dry density in accordance with test method ASTM D 1557. Fill soil shall also be properly moisturized and compacted to a minimum of 90% maximum dry density in accordance with test method ASTM D 1557. Earthwork shall comply with SECTION 302 SUBGRADE PREPARATION and SECTION 303 EXCAVATION, SECTION 304 FILL AND BACKFILL of the project STANDARD SPECIFICATIONS.

8. AGGREGATE BASE MATERIAL. Aggregate base material shall be of the classification shown on the plans and shall be placed to the compacted thickness shown. Aggregate base shall be moisturized, spread, and compacted in maximum lift thickness of 8-inches. Minimum compaction requirements are 95% maximum dry density in accordance with test method ASTM D 1557. All aggregate base material, including Type 2, Class B, aggregate base, shall meet the material requirements specified in SECTION 200 AGGREGATES FOR BASE COURSES



of the **STANDARD SPECIFICATIONS**. Placement of aggregate base material shall be as specified in **SECTION 308 UNTREATED BASE COURSES** of the project **STANDARD SPECIFICATIONS**.

9. **CONCRETE CURB & GUTTERS, VALLEY GUTTERS, SIDEWALK AND APPROACH SLABS.** Aggregates for concrete shall comply with **SECTION 200 AGGREGATES** of the project **STANDARD SPECIFICATIONS**. Cement and other admixtures shall comply with **SECTION 202 CEMENTITIOUS AND RELATED MATERIALS**. All concrete shall be air entrained with a minimum strength of 4,000-psi at 28-days. Concrete mix designs shall be provided to the engineer and shall be current (with in the last 12 months). Mix designs shall be as specified in the project **STANDARD SPECIFICATIONS** for the type of work. Concrete shall be placed, finished and cured in accordance with **SECTION 312 PCC FLATWORK, CURBS, DITCHES AND SLOPE PAVING RETURNS** of the project **STANDARD SPECIFICATIONS**.
10. **PLANTMIX BITUMINOUS PAVEMENT, PRIME COATS, SEAL COATS, AND ASPHALTIC MATERIALS.** Aggregates for bituminous pavement shall be as specified in **SECTION 200 AGGREGATES** of the project **STANDARD SPECIFICATIONS**. Asphalt cements and bituminous materials shall meet the requirements of **SECTION 201 ASPHALTS AND ADDITIVES MATERIALS** of the project **STANDARD SPECIFICATIONS**. The contractor shall provide the engineer with a mix design for approval prior to placement of bituminous paving materials. Plantmix bituminous pavement shall be PG 64-22, Type 2 or Type 3 aggregate, unless otherwise specified or approved. Liquid asphalt and emulsified asphalt prime coat shall be placed in accordance with **SECTION 318 PRIME COAT AND TACK COAT** of the **STANDARD SPECIFICATIONS**. Plantmix bituminous pavement shall be delivered, placed and compacted within specified tolerances in accordance with the requirements specified in **SECTION 320 HMA PAVEMENT** of the project **STANDARD SPECIFICATIONS**.
11. All elevations shown on the construction plans are to the finish grade elevation of the material courses indicated on the plan drawings. Buried utility line elevations shall be noted as invert elevation (pipe flowline). The contractor shall verify utility line locations and protect these lines.
12. The contractor shall be responsible for maintaining an adequate safety program during all construction work on the project site. Minimum safety standards to be met on the job shall exceed those minimum standards established by the federal government (OSHA), the State of Nevada and the local governing authority.
13. The construction inspection and testing shall be in conformance with the requirements of **SECTION 336.00** of the project **STANDARD SPECIFICATIONS**.



CITY OF WELLS
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- 14.** The contractor shall notify the project engineer, the testing agency, the City of Wells and all utility companies 48 hours prior to commencement of the work.
- 15.** The contractor shall field verify all elevations, dimensions, flow line, existing conditions and points of connection with adjoining property (public or private). Any discrepancies shall be call to the attention of the Project Engineer before proceeding with the work.
- 16.** The contractor shall work with the Project Engineer to ensure accurate as-builts are generated and submitted to the City of Wells by the Project Engineer.
- 17.** Upon completion of work the contractor shall finish grade all disturbed areas and cleanup all construction debris. The condition of the work site shall be left in a clean condition free of all construction debris following construction.
- 18.** Traffic control plan shall be submitted to the Project Engineer and City of Wells City Manager for approval prior to any work.



CITY OF WELLS
525 6TH Street Wells, NV 89835
(775-752-3355) cityofwellsnv.com

***EXHIBIT 17 - WAGE RATES – STATE OF NEVADA OR DAVIS-BACON
(ATTACHED)***

The minimum wage rates for this project have been established by both the State of Nevada and the Federal Government. Both State Prevailing Wage and Davis Bacon Wage Rates are attached to Exhibit 21 CDBG Funding Conditions Section. The higher wage rate for each job classification shall apply.



EXHIBIT 18 – PREFERENTIAL BIDDER STATUS AFFIDAVIT

(To Accompany Bid)

PREFERENTIAL BIDDER STATUS AFFIDAVIT FOR BIDS SUBMITTED IN ACCORDANCE WITH NRS 338.0117 VALUED IN EXCESS OF \$250,000.00., CONTRACTS INVOLVING CONSTRUCTION MANAGERS AT RISK, AND DESIGN-BUILD CONTRACTS

Although the City of Wells prefers this form is submitted with the bid response, this form may be submitted within two (2) hours of the bid opening.

Note: The Certificate of Eligibility for Preferential Bidder Status issued by the State Contractor’s Board must be submitted with the bid response.

I, _____ (“Affiant”), on behalf of _____ (“Contractor”), swear and affirm that in order to be in compliance with NRS 338.0117, and be eligible to receive a preference in bidding for Project No. _____, Project Name _____ (“Project”), certify that for the duration of the project, collectively, and not on any specific day:

- a) At least 50 percent of the workers employed on the public work, including, without limitation, any employees of the contractor, applicant or design-build team and of any subcontractor engaged on the public work, will hold a valid driver’s license or identification card issued by the Department of Motor Vehicles of the State of Nevada;
b) All vehicles used primarily for the public work will be:
1. Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or,
2. Registered in this State;
c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the public work, including, without limitation, employees of the design-build team and of any subcontractor or consultant engaged in the design of the public work, will have a valid driver’s license or identification card issued by the Department of Motor Vehicles of the State of Nevada; and,
d) The contractor, applicant or design-build team and any subcontractor engaged on the public work will maintain and make available for inspection within this State his or her records concerning payroll relating to the public work.

If the Contractor fails to comply with any requirement of this Affidavit, a public body may recover, by civil action against the party responsible for a failure to comply with a requirement of this affidavit, a penalty as described below for a failure to comply with a requirement of this affidavit. If a public body recovers a penalty pursuant to this subsection, the public body shall report to the State Contractors’ Board the date of the failure to comply, the name of each entity which failed to comply and the cost of



the contract to which the entity that failed to comply was a party. The Board shall maintain this information for not less than 6 years. Upon request, the Board shall provide this information to any public body or its authorized representative.

If a contractor, applicant or design-build team submits this affidavit, receives a preference in bidding described in this affidavit and is awarded the contract as a result of that preference, the contract between the contractor, applicant or design-build team and the public body, each contract between the contractor, applicant or design-build team and a subcontractor and each contract between a subcontractor and a lower tier subcontractor must provide that:

- a) If a party to the contract causes the contractor, applicant or design-build team to fail to comply with a requirement of this affidavit, the party is liable to the public body for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party;
b) The right to recover the amount determined pursuant to paragraph (a) by the public body pursuant to this affidavit may be enforced by the public body directly against the party that caused the failure to comply with a requirement of this affidavit; and,
c) No other party to the contract is liable to the public body for a penalty.

By: _____ Title: _____
(Print name of Affiant)

Signature of Affiant: _____ Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ (name of Affiant).

State of _____)
)ss. _____ Notary Signature
County of _____) STAMP & SEAL

Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation, on organization letterhead, clearly indicating the person's authority to act on behalf of the business organization must be provided. The written documentation must be signed by the authorized person identified on the table.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 days before the Affidavit is signed.



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BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Sole Proprietor
Partnership	A Partner
Corporation	1. Director, if authorized 2. Executive Officer as indicated in the Article of Incorporation
Limited Liability Company	1. Member, if Member-Managed LLC 2. Manager, if Manager-Managed LLC



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EXHIBIT 19 - Use of American Iron and Steel

Exhibit E Attached

EXHIBIT E

Use of American Iron and Steel (AIS requirement)
H.R. 3547, Division G, Title IV

None of the funds made available by Section 221 of the CWA, also referenced by the U.S. Code title: 33 USC 1301, and which was amended by section 4106 in America's Water Infrastructure Act of 2018 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.**

(a) **Definitions.** As used in this award term and condition—

- (1) "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.
- (2) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) **Domestic preference.**

(1) This award term and condition implements P.L. 114-133, Consolidated Appropriations Act, 2016, Section 424, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that:—

- (i) applying the requirement would be inconsistent with the public interest;
- (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) 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) **Request for a Waiver under (b)(3) of this section**

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(3) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with the Consolidated Appropriations Act, 2016 (P.L. 114-133).

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

EXHIBIT E

If you require further clarification or guidelines, please contact Brandon Beach at (775) 687-9421 or bbeach@ndep.nv.gov.



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EXHIBIT 20 - Stormwater Brochure

Attached

Your Construction Project May Need Coverage

The Construction Stormwater General Permit was developed for construction projects across Nevada to control and reduce pollution to waters of the United States. If your project meets certain criteria, you may need to apply for coverage by submitting a Notice of Intent to the Nevada Division of Environmental Protection (NDEP). This brochure answers common questions to help you through the permitting process.



GET STARTED ONLINE

Ready to begin? This brochure is only a starting place. Visit our website for complete compliance and authorization details on the Construction Stormwater General Permit:

ndep.nv.gov/water/water-pollution-control/permitting/stormwater-discharge-permits/construction-sites-greater-than-1-acre

We're here to help



901 S. Stewart Street, Suite 4001
Carson City, NV 89701



775-687-9418



ndep.nv.gov/water/water-pollution-control/permitting/stormwater-discharge-permits/construction-sites-greater-than-1-acre

CONSTRUCTION STORMWATER GENERAL PERMIT

Note: This brochure provides general information and is not provided nor intended to act as a substitute for legal advice or professional services.

Construction Stormwater
General Permit

Stormwater Branch

BUREAU OF WATER POLLUTION CONTROL



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**



Does my construction site need coverage?

You need a stormwater permit if your construction project meets one of two criteria:

- Will disturb one or more acres
— or —
- Will disturb less than one acre, but is part of a larger common plan for development or sale that will ultimately disturb one or more acres

Contact us if your project is within ¼ mile of a water of the U.S. or its tributaries. You may need a permit even if your project will disturb less than one acre.

I need permit coverage, where do I start?

You must complete three key steps to get coverage:

1. **Develop a Stormwater Pollution Prevention Plan (SWPPP).** You should do this before beginning steps two and three.
2. **Complete a Notice of Intent (NOI)** using our electronic application: genpermits.ndep.nv.gov/
3. **Send the filing fee and your NOI** (with the original signature) to NDEP. It takes 14 days to process your NOI application once we've received it.

Remember:
Your project is not permitted and you cannot begin construction until you've received an approval letter from NDEP.



What to expect during an inspection

During construction, an inspector with NDEP's Stormwater Branch will visit the project for a compliance inspection. The inspector will review your SWPPP and all inspections for the project. The inspector will need to tour your site to review stormwater controls, materials management, discharge points, and areas where you've used stabilization (temporary and permanent). After the tour, the inspector will discuss any permit deficiencies found during the inspection. The inspector will write up any deficiencies on an inspection form and provide a due date when they must be corrected.

What is a SWPPP?

A Stormwater Pollution Prevention Plan (SWPPP) is a plan for how you will control stormwater runoff from your construction site. You must develop and implement a SWPPP before beginning construction.

Use our online SWPPP template to help you meet the requirements: ndep.nv.gov/water/water-pollution-control/permitting/stormwater-discharge-permits/construction-sites-greater-than-1-acre

You do not need to submit your SWPPP to NDEP, but you must keep it on-site for review. Keep the following documents with your SWPPP at all times (See Section 6.3 of the Construction Stormwater General Permit for a complete list):

- A copy of the signed electronic NOI certification page
- A copy of the approval letter from NDEP
- A copy of your Construction Stormwater General Permit
- All inspection reports

How do I terminate my permit coverage?

To terminate coverage, you must submit a Notice of Termination to NDEP. You may terminate coverage when the project has reached final stabilization, another operator has taken control of the site, the project has been stabilized and ownership has been transferred to the homeowners (residential only), the planned construction project was never initiated, or the site is covered under another NPDES permit.

File your Notice of Termination electronically: ndep.nv.gov/resources/notice-of-termination-not

Your Notice of Termination will be inspected by NDEP to confirm that you have met the requirements for termination.

What is considered final stabilization?

To meet the final stabilization requirements, all soil disturbing activities must be complete. All construction materials, waste, and temporary erosion and sediment control measures must be removed. In addition, your construction site must have these conditions:

- A uniform vegetative cover with a density of 70% of the original vegetation
— or —
- Equivalent permanent stabilization including (not exhaustive) riprap, gabions, gravel, and geotextiles.

Water, dust palliatives, soil stabilizers, and hydroseed without germination to 70% are NOT considered final stabilization.

Working on tribal land?

The U.S. Environmental Protection Agency, Region 9 is the permitting authority for tribal lands in Nevada.





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EXHIBIT 21 - CDBG Funding Conditions Section

Forms Attached

**COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATION OF BIDDER/CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

“The Bidder (Contractor) shall complete the following statement by checking the appropriate boxes.

The Bidder (Contractor) has has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Contractor) has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Contractor) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract.” See www.eeoc.gov for more information.

Name & Title of Bidder/Contractor (Please Type)

Signature Date

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

“The Subcontractor shall complete the following statement by checking the appropriate boxes. The Subcontractor has has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Subcontractor has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Subcontractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Subcontractor shall submit a compliance report on Standard Form 100, 'Employee Information Report EEO-1' prior to the award of contract.” See www.eeoc.gov for more details.

Name & Address of Subcontractor (Please Type)

Signature Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR**

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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the all tiers (including subcontracts, 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 failure.

Signature _____

Bidder/Main Contractor: Authorized Official Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
LOBBYING ASSURANCES - SUBCONTRACTOR**

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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at the all tiers (including subcontracts, 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 failure.

Signature _____

Subcontractor: Authorized Official Date

**NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY OR
VOLUNTARY EXCLUSION**

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.

2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

Name of Contractor or Subcontractor

Name and Title of Authorized Representative

Signature Date

COMMUNITY DEVELOPMENT BLOCK GRANT SECTION 3 PROVISIONS FOR CONTRACTS

PURPOSE

To ensure that employment and other economic opportunities generated by the Community Development Block Grant (CDBG) funds shall, to the greatest extent Feasible, be directed to low- and very low-income persons, particularly those who reside. In government-assisted housing, and to business concerns which provide economic Opportunities to low- and very low-income persons.

APPLICABILITY

The requirements apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the project amount exceeds \$200,000.

DEFINITIONS

Applicant means any entity which makes an application for CDBG funds, and includes but is not limited to, any State, unit of local government, public housing agency, Indian Housing authority, Indian tribe, or other public body, public or private nonprofit Organization, private agency or institution, mortgagor, developer, limited dividend Sponsor, builder, property manager, community housing development organization (CHO), resident management corporation, resident council, or cooperative association.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SECTION 3 PROVISIONS FOR CONTRACTS (continue)**

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Section 3 Clause

ALL SECTION 3 COVERED CONTRACTS SHALL INCLUDE THE FOLLOWING CLAUSE (REFERRED TO AS THE SECTION 3 CLAUSE):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.

F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment

shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permeant workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and subcontractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

SAMPLE CONTRACTOR SECTION 3 PLAN

(Name of contractor) agrees to implement the following specific affirmative steps directed at increasing the utilization of lower income residents and businesses within the City or County of

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan
- H. To list all permanent workforce for this project by job title
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of (Name of contractor)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

Title _____

Date _____

Signature _____

**COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND
SEGREGATED FACILITIES**

Name of Contractor Project Name and Number

The undersigned hereby certifies that:

a) Section 3 provisions are included in the contract:

b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the project exceeds \$200,000);

c) No segregated facilities will be maintained.

Print or type Name & Title of Person Signing

Signature Date

Directions: This certification is to be completed by the contractor and submitted with the bid document. Subparagraph c) does not preclude contractors from providing separate lavatories or changing facilities for men and women.

**COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND
SEGREGATED FACILITIES**

Name of Subcontractor Project Name and Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the contract:
- b) A written Section 3 Clause was prepared and submitted as part of the bid proceedings (If the project exceeds \$200,000)
- c) No segregated facilities will be maintained.

Print or type Name & Title of Person Signing

Nevada Governor's Office of
ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT

Supplemental Condition #1

EQUAL OPPORTUNITY CLAUSE FOR CONTRACTS UNDER \$10,000

Note: This clause must be included in all contracts and subcontracts \$10,000 and under.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.

- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Supplemental Condition #2

EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION OVER \$10,000

Note: This clause must be included in all construction contracts and subcontracts \$10,000 and over.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.

- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of September 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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- (6) In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (1) and 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 504 of Executive Order 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation

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of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33F.R. 7804, May 28, 1968, as amended at 34 FR 744, Jan. 17, 1969; 40 FR 14083, Mar. 28, 1975)

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Supplemental General Condition #3

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (CONSTRUCTION OVER \$10,000)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin.
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate

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their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen,

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- superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligation.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as

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- Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
 - l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of

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solicitations to minority and female contractor associations and other business associations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more, or their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications shall implement affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements

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of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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Supplemental Condition #4

FEDERAL LABOR STANDARDS PROVISIONS

****INSERT FEDERAL LABOR STANDARD PROVISIONS HERE, HUD-4010****

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 I(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 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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 HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(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 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee 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 subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Supplemental Condition #5

FEDERAL MINIMUM HOURLY WAGE RATES (DAVIS-BACON)

****INSERT THE CURRENT FEDERAL WAGE RATE DETERMINATION HERE.****

Minimum wage rates for this project have been established by both the State of Nevada and the Federal Government. The higher wage rate for each job classification shall apply.

Superseded General Decision Number: NV20230002

State: Nevada

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

County: Elko County in Nevada.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

ELEC0401-001 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

 ENGI0003-022 07/01/2018

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

 LAB00169-004 10/01/2022

	Rates	Fringes
LABORER		
(1) Common or General;		
Cones/ Barricades/ Barrels-		
Setter/Mover/Sweeper.....	\$ 30.05	15.02
(1A) Flagger.....	\$ 27.18	15.02
(3) Asphalt Shoveler,		
Spreader and Distributor;		
Mason Tender-		
Cement/Concrete;.....	\$ 30.30	15.02
(4) Asphalt Raker;		
Pipelayer.....	\$ 30.55	15.02
(5A) Highway/Parking Lot		
Striping.....	\$ 32.80	15.02

 LAB00872-001 07/01/2023

	Rates	Fringes
LABORER		
(3) Jackhammer.....	\$ 34.79	31.21

 SUNV2017-001 10/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.03	13.34
FENCE ERECTOR (Cyclone Chain		
Fence).....	\$ 25.18	1.61

IRONWORKER, REINFORCING.....	\$ 44.51	22.50
LABORER: Concrete Saw.....	\$ 31.28	9.51
OPERATOR: Loader.....	\$ 46.03	12.17
OPERATOR: Mechanic.....	\$ 42.78	15.70
OPERATOR: Roller.....	\$ 45.19	0.00
TRUCK DRIVER: Dump Truck.....	\$ 39.90	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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Supplemental Condition #6

STATE MINIMUM HOURLY WAGE RATES

****INSERT THE CURRENT STATE PREVAILING WAGE RATES FOR PUBLIC WORKS HERE. ****

Minimum wage rates for this project have been established by both the State of Nevada and the Federal Government. The higher wage rate for each job classification shall apply.

STATE OF NEVADA

JOE LOMBARDO
GOVERNOR

TERRY REYNOLDS
DIRECTOR

BRETT K. HARRIS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3340 WEST SAHARA AVENUE
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CARSON CITY, NV 89706
PHONE: (775) 684-1890
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EMAIL: PUBLICWORKS@LABOR.NV.GOV

2024 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, 2023

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

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

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

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

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

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

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

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

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

Air Balance Technician	4
Alarm Installer	5
Boilermaker	6
Bricklayer	7
Carpenter	9
Cement Mason	10
Electrician – Communication Technician	11
Electrician - Lineman	12
Electrician – Neon Sign	14
Electrician - Wireman	15
Elevator Constructor	16
Fence Erector	18
Flagperson	19
Floorcoverer	20
Glazier	21
Highway Striper	23
Hod Carrier-Brick Mason	24
Hod Carrier – Plasterer Tender	25
Ironworker	27
Laborer	30
Lubrication And Service Engineer (Mobile And Grease Rack)	31
Mechanical Insulator	32
Millwright	33
Operating Engineer	36
Operating Engineer – Steel Fabricator & Erector	36
Operating Engineer – Piledriver	37
Painter	39
Piledriver (Non-Equipment)	41
Plasterer	43
Plumber/Pipefitter	44
Refrigeration	45
Roofer	46
Sheet Metal Worker	47
Soils and Material Tester	48
Sprinkler Fitter	48
Surveyor	49
Taper	50
Tile/Terrazzo Worker/Marble Mason Finisher	51
Tile/Terrazzo Worker/Marble Mason	52
Traffic Barrier Erector	54
Truck Driver	55
Well Driller	57
Group Classifications	
Labor Group Classifications	58
Operating Engineers	62

NRS section 338.010 subsection (25) “Wages” means:

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

NRS section 338.035 Bona Fide Fringe Benefits - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workers

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

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

Zone Rates

The zone rate has been added to each applicable craft.

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

Craft: AIR BALANCE TECHNICIAN (Union Rate)

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

Air Balance Technician Journeyman.....	73.87
Air Balance Technician-Foreman.....	78.26
Air Balance Technician-General Foreman.....	82.65

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: ALARM INSTALLER (Non-Union Rate)

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

Alarm Installer.....39.92

JOB DESCRIPTION:

Includes but is not limited to:

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

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

Boilermaker.....	72.01
Boilermaker Foreman.....	74.51

ADD PREMIUM PAY

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

PER DIEM payments and TRAVEL pay shall be paid as follows:

The Contractor shall pay the employee Per Diem in the amount of seventy-five dollars (\$75.00) per day worked where the job site is 70 miles or more but less than 120 miles from the dispatch point.

For mileage of 120 miles or more, the daily Per Diem amount shall be ninety dollars (\$90.00) per day worked.

Where the job site is over 120 miles or more from the dispatch point, employees shall receive the I.R.S. maximum allowable per mile for transportation between the dispatch point and the job site at the beginning and conclusion of their employment.

Where a job is located two hundred and forty (240) miles or more from the dispatch point, the employee will receive one additional day's Per Diem at the beginning of employment and one additional day's Per Diem at the conclusion of employment.

JOB DESCRIPTION:

Includes but is not limited to:

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

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

Bricklayer Journeyman.....	53.43
Bricklayer Foreman.....	54.68
Bricklayer General Foreman.....	56.43

ADD ZONE PAY in addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

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

ADD PREMIUM PAY

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

Section B. Overtime All work in excess forty (40) hours during the established work week shall be paid at the rate of one and one half (1-1/2) times the hourly base wage rate in effect. Employees will be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day.

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

Section C.

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

RECOGNIZED HOLIDAYS

Holidays. The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following

Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

JOB DESCRIPTION: Excerpt from Bricklayer and Allied Craftworkers Local Union No. 13 Collective Bargaining Agreement

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

Craft: CARPENTER (Union Rate)

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

Carpenter Journeyman.....	58.42
Carpenter Foreman.....	62.06
Carpenter General Foreman.....	66.06

ADD ZONE RATE

(Building and Heavy Highway and Dam Construction)

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

Zone 1	Within 75 road miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

RECOGNIZED HOLIDAYS

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

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

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

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

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

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

Craft: CEMENT MASON (Union Rate)

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

Cement Mason - Journeyman.....	51.92
Cement Mason - Foreman.....	55.55

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	More than 300 miles	\$8.00

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTIONS

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:
Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.
Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Non-Union Rate)

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

Communication Technician.....39.78

JOB DESCRIPTION:

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment; 2016-2017 Prevailing Wage Rates – Washoe County 13
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems.

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

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

Electrician-Groundman.....	39.57
Lineman-Journeyman.....	67.30
Lineman-Foreman.....	73.99
Lineman-General Foreman.....	80.76
Lineman-Equipment Man.....	51.75

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Thanksgiving Day and the Friday following, Christmas Day.

JOB DESCRIPTION:

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

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment): the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.
2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

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

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

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

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or

materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN (Union Rate)

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

Electrician Neon Sign Journeyman.....	63.15
Electrician Neon Sign Foreman.....	65.15
Electrician Neon Sign Truck Foreman supervising (4) or more.....	67.65

ADD PREMIUM PAY

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

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double (2X) the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$1.25 cents per hour.

Third Shift (Graveyard) will be an additional \$1.50 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.75 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$4.00 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN/TRUCK FOREMAN

1. First employee on the job (TRUCK FOREMAN) must have a CDL and Welder certification and shall be paid \$2.00 per hour in addition to their normal rate of pay.
2. When the first employee on the job (FOREMAN) is supervising (4) or more workers, he or she shall be paid an additional \$2.50 per hour. In addition to their normal rate of pay.
3. When the first employee on the job (TRUCK FOREMAN and FOREMAN) has a CDL and Welder certification and is supervising (4) or more workers, he or she shall be paid an additional \$4.50 per hour. In addition to their normal rate of pay.

RECOGNIZED HOLIDAYS

New Year’s Day, Martin Luther King Day, President’s Day unpaid holiday; double time for any hours worked, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve ½ day (4 hours) unpaid holiday; straight time for first four hours worked and double time for hours worked after four hours, Christmas Day.

JOB DESCRIPTION Includes but is not limited to:

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

Craft: ELECTRICIAN WIREMAN (Union Rate)

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

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Forman.....	75.41
Wireman General Foreman.....	81.21

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

Shift Rates

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

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

Elevator Constructor-Journeyman Mechanic.....	122.16
Elevator Constructor-Journeyman Mechanic In Charge.....	132.63

ADD PREMIUM PAY

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION: Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

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

Fence Erector.....48.78

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level.

Craft: FLAG PERSON (Union Rate)

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

Flag Person.....46.66

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects.
2. Distributing traffic control signs and markers along site in designated pattern.
3. Informing drivers of detour routes through construction sites.

Craft: FLOOR COVERER (Union Rate)

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

Floor Coverer Journeyman.....	57.40
Floor Coverer Foreman.....	61.14

ADD PREMIUM PAY

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION: Excerpt from Southwest Mountain States Regional Council of Carpenters.

All work in connection with the installation of floor coverings (with the exception of wood floors which are covered by the Master Labor Agreement) such as measuring, cutting, installing, or removal and other preparation for installation of all types of floor covering. All types of floor covering regardless of material (except wood flooring), including but not limited to all types of carpeting, linoleum, vinyl, cork, laminate floors; glue down wood floor applications; rubber, cork, asphalt, linoleum or other types of tile; artificial turf and sports surfaces; any type of resilient flooring such as epoxy, polyurethane or similar materials regardless of how applied; and ceramic tile and stone. Included in the work covered is the application or installation of any type of moisture barrier and any type of underlayment or subfloor in connection with a flooring installation.

Craft: GLAZIER (Union Rate)

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

Glazier Journeyman.....	33.70
Glazier Foreman.....	36.15
Glazier Superintendent.....	37.37

ADD PREMIUM PAY

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

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

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

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

20.1 High Pay – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

25.2 Foremen:

a) The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman’s wage scale.

b) When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass,

beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

Craft: Highway Striper (Union Rate)

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

Highway Striper.....	51.28
Highway Striper Foreman.....	51.78

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, Memorial Day, 4th of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION:

Includes but is not limited to:

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

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

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

Brick Mason Journeyman.....	49.03
Brick Mason Foreman.....	49.43

ADD ZONE RATE

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

Zone Rate	75 miles and over	\$8.13
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ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

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

Plasterer Tender-Journeyman.....	49.37
Plasterer Tender- Gun Tender.....	50.37
Plasterer Tender-Foreman.....	50.73

ADD ZONE RATE

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

Zone Rate	75 miles and over	\$8.00
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ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

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

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

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

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

Craft: Ironworker (Union Rate)

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

SEE AMENDMENT 2

Ironworker-Journeyman.....	81.01
Ironworker - Foreman.....	85.63
Ironworker -General Foreman.....	90.71

ADD ZONE RATE

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

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

ADD PREMIUM PAY

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

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

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

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

Shift Pay

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

RECOGNIZED HOLIDAYS

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

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

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

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

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

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

Craft: Laborer (Union Rate)

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

Landscaper	43.37
Furniture Mover	44.87
Group 1.....	48.53
Group 1A.....	46.66
Group 2.....	48.63
Group 3.....	48.78
Group 3A.....	52.21
Group 4.....	49.03
Group 4A.....	51.53
Group 5.....	49.33
Group 6	
Nozzlemen, Rodmen.....	48.33
Gunmen, Materialmen.....	48.33
Reboundmen.....	48.68
Gunite Foreman.....	49.73

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

SEE GROUP CLASSIFICATIONS

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

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

SEE AMENDMENT 3

Lubrication and Service Engineer (mobile and grease rack).....71.43

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

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

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

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

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

Craft: Mechanical Insulator (Union Rate)

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

Mechanical Insulator-Mechanic.....	75.52
Mechanical Insulator-Foreman.....	79.52
Mechanical Insulator-General Foreman	81.52

ADD ZONE RATE

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

Zone 1	0 to 20 miles	\$15.00
Zone 2	21 to 40 miles	\$25.00
Zone 3	41 to 60 miles	\$35.00
Zone 4	Over 60 miles	\$100.00

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: MILLWRIGHT (Union Rate)

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

Millwright Journeyman.....	73.97
Millwright Welder.....	76.97
Millwright Foreman.....	78.46
Millwright General Foreman.....	83.40

ADD ZONE RATE

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Reno, Nevada City Hall. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the “shortest route” filter using Google Maps from the address of city hall of respective dispatch points.

Zone 1	Up to 45 Miles	\$0.00
Zone 2	More than 45 miles but less than 101 Miles	\$4.00
Zone 3	101 or more Miles	\$6.00

ADD PREMIUM PAY

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1½) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay. Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

Lodging: If the project is further than forty-five (45) miles calculated via the “shortest route” filter using Google Maps from the address of city hall of the respective dispatch points listed above, the Employer agrees to furnish acceptable single occupancy lodging to each employee. Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging shall be paid at the rate of one hundred ten dollars (\$110.00) per day, or part thereof, from the date of hire for the project to the date of termination of employment on the project.

RECOGNIZED HOLIDAYS

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION Excerpt from Southwest Regional Council of Carpenters’ Millwright Regional Master Construction Agreement.

Section 1.4 Millwright Jurisdiction.

The machinery, equipment, processes and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

Section 1.4.1

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel,

hydrogen, jet, electric, pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydroprnuematics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

Section 1.4.2

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints and supports; install, measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment and final connection of the inlet manifolds and exhaust ducts, cylinders, diaphragms, gaskets, containment barriers, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, magnetic bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, thermal management systems, Bailey Meters or similar devices and their linkages; installation, maintenance and removal of all instrumentation, gauges, antennae and other communication devices, fluid drives, power drive trains, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

Section 1.4.3

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, removal, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), magnetic propulsion systems, trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers and filtration, heat exchanges, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, x-ray and imaging & scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, operable partitions, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

Section 1.4.4

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms,

access & egress platforms, catwalks, transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, uncrating, preparation of nacelle units prior to installation or removal, installation, setting, removal, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains, drive and tracking systems, elevation and azimuth drives, energy collection optimization systems, all rams, dampers and other stabilization devices, antennae, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, mounting and alignment of tracks, axles, bearings, rotational joints, or any other device which allows for the automated or manual movement of equipment post-installation, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy collection and storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, torque tubes, modules, batteries, energy storage systems, cooling or control systems, inertia systems or other equipment or machinery, and all incidental wiring or piping thereof.

Section 1.4.5

The laying out, fabrication and installation of protecting equipment including: machinery guards; the making and setting of templates for machinery; the fabrication of bolts, nuts, pans; the drilling or creating of holes in machinery for any equipment which the Millwrights install, remove, service or inspect, regardless of material; installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning or pressure cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping, field machining, technical bolting and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed or handled by the Millwrights, the initial programing of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

Section 1.4.6

Rock, sand and gravel plants, mineral processing plants and batch or aggregate plants: Installation, removal and maintenance of all recycling equipment, separators, centrifuges, classifiers, grates, crushers, conveyors, chutes or piping from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways, waterways or elsewhere.

Section 1.4.7

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, scan-to-BIM or as-Built measure and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machinery.

Section 1.4.8

Incidental asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

Section 1.4.9

Any new equipment or technology designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.

Craft: OPERATING ENGINEER (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes
SEE AMENDMENT 3

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	66.41
Group 1A.....	69.17
Group 2.....	69.70
Group 3.....	69.97
Group 4.....	70.71
Group 5.....	71.01
Group 6.....	71.18
Group 7.....	71.43
Group 8.....	72.02
Group 9.....	72.34
Group 10.....	72.69
Group 10A.....	72.88
Group 11.....	73.12
Group 11A.....	74.76
Group 11B.....	75.57
Foreman.....	74.76
Add 12.5% to base rate for "Special" Shift	

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
STEEL FABRICATOR & ERECTOR
Prevailing wage rates include the base rate as well as all applicable fringes
SEE AMENDMENT 3

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.71
Group 1 Truck Crane Oiler.....	75.54
Group 1 Oiler.....	73.58
Group 2.....	80.20
Group 2 Truck Crane Oiler.....	75.29
Group 2 Oiler.....	73.37
Group 3.....	78.96
Group 3 Truck Crane Oiler.....	75.07
Group 3 Oiler.....	73.15
Group 3 Hydraulic.....	74.74
Group 4.....	77.23
Group 5.....	76.13
Add 12.5% to base rate for "Special" Shift	

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

**Prevailing wage rates include the base rate as well as all applicable fringes
SEE AMENDMENT 3**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.18
Group 1 Truck Crane Oiler.....	75.72
Group 1 Oiler.....	73.80
Group 2.....	79.64
Group 2 Truck Crane Oiler.....	75.51
Group 2 Oiler.....	73.60
Group 3.....	78.19
Group 3 Truck Crane Oiler.....	75.29
Group 3 Oiler.....	73.37
Group 4.....	76.68
Group 5.....	75.57
Group 6.....	72.29
Group 7.....	73.50
Group 8.....	72.54
Add 12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

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

November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

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

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

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

JOB DESCRIPTION, includes but is not limited to:

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

Craft: PAINTER (Union Rate)

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

Brush/Roller Painter.....	49.79
Spray Painter/Paperhanger.....	51.50
Sandblaster.....	51.55
Structural Steel & Steeplejack.....	51.55
Swing Stage.....	49.30
Special Coating Application-Brush.....	49.35
Special Coating Application-Spray.....	49.35
Special Coating Application-Spray Steel.....	53.29
Foreman.....	\$1.00 above highest Journeyman

ADD PREMIUM PAY

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

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

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

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

RECOGNIZED HOLIDAYS

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

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

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

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

Piledriver-Journeyman.....	59.52
Piledriver-Welder.....	60.52
Piledriver-Foreman.....	63.21
Piledriver-General Foreman.....	67.27
Tender.....	63.21
Stand-By Diver.....	64.21
Diver-Diving (Wet Pay).....	105.78

ADD ZONE RATE

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

Zone 1	Within 75 miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

Workmen performing outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose of computing overtime hourly wage rates.

ADD PREMIUM PAY

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first twelve (12) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). No work shall be performed on Labor Day, except to preserve life and property.

RECOGNIZED HOLIDAYS

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

JOB DESCRIPTION

104.1 The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

(a) In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical forklifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing. . The work includes work on cast & drill holes and operation of the ABI machine.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

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

Craft: PLASTERER (Union Rate)

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

Plasterer-Journeyman.....	52.62
Plasterer-Foreman.....	55.93

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

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

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

JOB DESCRIPTION: Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

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

Plumber/Pipefitter-Journeyman.....	71.10
Plumber/Pipefitter-Foreman.....	75.79
Plumber/Pipefitter-General Foreman.....	80.48

ADD ZONE RATE

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

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

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

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

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

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

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

Craft: REFRIGERATION MECHANIC (Union Rate)

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

Refrigeration-Journeyman.....	64.64
Refrigeration -Foreman.....	68.53
Refrigeration -General Foreman	72.41

ADD PREMIUM PAY

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

RECOGNIZED HOLIDAYS

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

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

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

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

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

Rofer-Journeyman.....33.64

JOB DESCRIPTION

Includes but is not limited to:

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

Craft: SHEET METAL WORKERS (Union Rate)

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

Sheet Metal Worker Journeyman.....	73.87
Sheet Metal Worker -Foreman.....	78.26
Sheet Metal Worker -General Foreman.....	82.65

ADD ZONE RATE

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

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

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

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

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

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

Soil Tester (Certified).....	46.81
Soils and Materials Tester.....	46.81

Craft: SPRINKLER FITTER (Union Rate)

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

Sprinkler Fitter-Journeyman.....	65.31
Sprinkler Fitter Foreman.....	68.31
Sprinkler Fitter General Foreman.....	70.56

ADD ZONE RATE

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

Zone 1	0 to 60 miles	\$0.00
Zone 2	60 to 80 miles	\$23.00
Zone 3	80 to 100 miles	\$33.00
Zone 4	Over 100 miles	\$125.00

JOB DESCRIPTION

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

Craft: SURVEYOR (Union Rate)

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

Rodman/Chainman	69.97
Instrumentman.....	71.43
Chief of Party Surveyor.....	72.69

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

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:

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

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

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

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

JOB DESCRIPTION includes but is not limited to:

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

Craft: TAPER (Union Rate)

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

Taper-Journeyman.....	56.76
Taper-Foreman.....	60.83

ADD ZONE RATE

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from the Washoe County Courthouse in Reno, Nevada, and shall be paid as follows:

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

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. When holiday falls on a Sunday, the Monday following shall be observed as the holiday; holidays falling on Saturday shall be observed on the prior Friday.

ADD PREMIUM PAY

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

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

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

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

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

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

Tile Setter/Terrazzo Worker/Marble Mason - Finisher.....	40.32
Tile Setter/Terrazzo Worker/Marble Mason - Finisher Foreman.....	41.57
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	43.32

ADD PREMIUM PAY

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

JOB DESCRIPTION: Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

FINISHER'S WORK:

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

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

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

Tile Setter - Journeyman.....	50.37
Tile Setter - Foreman.....	51.62
Tile Setter - General Foreman....	53.37
Terrazzo/Marble Mason - Journeyman	51.87
Terrazzo/Marble Mason - Foreman	53.12
Terrazzo/Marble Mason - General Foreman.....	54.87

ADD ZONE RATE

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

ADD PREMIUM PAY

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

JOB DESCRIPTION: Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

TILE LAYERS' WORK:

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

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

Traffic Barrier Erector.....48.53

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

ADD PREMIUM PAY

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

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

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

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

RECOGNIZED HOLIDAYS

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

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

JOB DESCRIPTION: Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

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

Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader

Under 4 yds. (water level).....	33.58
4 yds. & under 8 yds. (water level).....	33.58
8 yds. & under 18 yds. (water level).....	33.58
18 yds. & under 25 yds. (water level)	33.58
25 yds. & under 60 yds. (water level).....	33.58
60 yds. & under 75 yds. (water level)).....	33.58
75 yds. & under 100 yds. (water level)).....	33.58
100 yds. & under 150 yds. (water level)).....	33.58
150 yds. & under 250 yds. (water level)).....	33.58
250 yds. & under 350 yds. (water level)).....	33.58
350 yds. & over (water level).....	33.58

Transit Mix

Under 8 yds.....	33.58
Under 8 yds & including 12 yds.....	33.58
Over 12 yds.....	33.58

Transit Mix (Using Boom)

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	33.58
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Water & Jetting Trucks

Up to 2,500 gallons.....	33.58
Up to 2,500 gallons & over.....	33.58
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	33.58
Heavy Duty Transport(Gooseneck low bed).....	33.58
Tiltbed or Flatbed Pull Trailers.. ..	33.58
Bootman, Comb. Bootman & Road Oiler.....	33.58
Flat Rack (2 or 3 axle unit).....	33.58

Bus & Manhaul Drivers

Up to 18,000 lbs. (single unit).....	33.58
18,000 lbs. and over	33.58
Warehousemen Spotter	33.58

Winch Truck & "A" Frame Drivers

Up to 18,000 lbs.	33.58
18,000 lbs. and over.....	33.58
Warehousemen Spotter.....	33.58
Warehouse Clerk.....	33.58
Tire Repairmen.....	33.58
Truck Repairmen.....	33.58
Pick Up Truck & Pilot Cars (Jobsite)	33.58
Pick Up Truck & Pilot Cars (Over the road)	33.58
Truck Oil Greaser.....	33.58
Fuel Truck Driver.....	33.58
Fuel Man & Fuel Island Man.....	33.58
Oil Tanker.....	33.58

Oil Tanker with Pup.....	33.58
Foreman.....	33.58

TRUCK DRIVER

Includes but is not limited to:

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

Craft: WELL DRILLER (Non-Union Rate)

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

Well Driller.....60.78

JOB DESCRIPTION

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

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

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

Group 2

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

Group 3

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

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

Group 3A

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

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

Group 4

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

Group 4A

- Foreman

Group 5

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

Group 5A

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

Group 6

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

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Oiler (Construction)
- Partsman

Group 2

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

Group 3

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

Group 4

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

Group 5

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

Group 6

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

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

Group 7

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

Group 8

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

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

Group 9

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

Group 10

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

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

Group 11

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)

- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

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

Group 11B

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

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

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

Group 2

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

Group 3

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

Group 4

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -PILEDRIIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
 - Fireman
-



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER

2023-2024 Prevailing Wage

Amendment 2

- AMENDMENT 2
- Classification – Ironworker
- County – All Regions
- Effective – January 1, 2024

The following represents the amended wage rates and recognized holidays

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

Ironworker-Journeyman.....	82.86
Ironworker -Foreman.....	87.61
Ironworker-General Foreman.....	92.82

ADD ZONE RATE

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

Zone 1	60 – 75 miles	\$20.00
Zone 2	75 - 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

ADD PREMIUM PAY

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

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

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

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

Shift Pay

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

RECOGNIZED HOLIDAYS

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Admission (Nevada) Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day



DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE LABOR COMMISSIONER

2023-2024 Prevailing Wage

Amendment 3

- **AMENDMENT 3**
- **Classifications –**
 - Lubrication and Service Engineer
 - Operating Engineer
 - Operating Engineer – Steel Fabricator & Erector
 - Operating Engineer – Piledriver
 - Surveyor
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – January 1, 2024**

The following represents the amended wage rates.

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

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

Lubrication and Service Engineer (mobile and grease rack).....71.93

Add Operating Engineers Zone Pay

Add Premium Pay

2023-2024 Prevailing Wage

Amendment 3

Craft: OPERATING ENGINEER (Union Rate)

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	66.91
Group 1A.....	69.67
Group 2.....	70.20
Group 3.....	70.47
Group 4.....	71.21
Group 5.....	71.51
Group 6.....	71.68
Group 7.....	71.93
Group 8.....	72.52
Group 9.....	72.84
Group 10.....	73.19
Group 10A.....	73.38
Group 11.....	73.62
Group 11A.....	75.26
Group 11B.....	76.07
Foreman.....	75.26

Add 12.5% to base rate for "Special" Shift

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
STEEL FABRICATOR & ERECTOR

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	82.21
Group 1 Truck Crane Oiler.....	76.04
Group 1 Oiler.....	74.08
Group 2.....	80.70
Group 2 Truck Crane Oiler.....	75.79
Group 2 Oiler.....	73.87
Group 3.....	79.46
Group 3 Truck Crane Oiler.....	75.57
Group 3 Oiler.....	73.65
Group 3 Hydraulic.....	75.24
Group 4.....	77.73
Group 5.....	76.63

Add 12.5% to base rate for "Special" Shift

Add Operating Engineers Zone Pay
Add Premium Pay

2023-2024 Prevailing Wage

Amendment 3

Craft: OPERATING ENGINEER (Union Rate)
PILEDRIVER

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.68
Group 1 Truck Crane Oiler.....	76.22
Group 1 Oiler.....	74.30
Group 2.....	80.14
Group 2 Truck Crane Oiler.....	76.01
Group 2 Oiler.....	74.10
Group 3.....	78.69
Group 3 Truck Crane Oiler.....	75.79
Group 3 Oiler.....	73.87
Group 4.....	77.18
Group 5.....	76.07
Group 6.....	72.79
Group 7.....	74.00
Group 8.....	73.04
Add 12.5% to base rate for "Special" Shift.....	

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

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

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

RECOGNIZED HOLIDAYS

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

2023-2024 Prevailing Wage

Amendment 3

Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

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

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

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

JOB DESCRIPTION, includes but is not limited to:

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

Craft: SURVEYOR (Union Rate)

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

Rodman/Chainman69.97
Instrumentman.....71.43
Chief of Party Surveyor.....72.69

ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

ADD PREMIUM PAY

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:

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.

2023-2024 Prevailing Wage

Amendment 3

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

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

JOB DESCRIPTION includes but is not limited to:

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.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Supplemental Condition #7

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed under the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Supplemental Condition #8

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives close to such property, at least 8 hours before blasting is done. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Supplemental Condition #9

UNFAIR TRADE PRACTICES

Grantees or sub grantee recipients entering into contracts public construction, alteration, or repair of any public building or public works project subject to the prohibitions described in this Notice shall include the following provisions in all such contracts:

Restrictions on Public Buildings and Public Works Projects

(a) Definitions. "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country –

(1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

(3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

"Product", as used in this clause, means construction materials – i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the grantee or sub grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of

NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

countries that discriminate against U.S. firms published by the United States Trade Register (USTR) (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country – Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (c) of Pub. L. 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

FORMS TO BE COMPLETED BY AWARDED CONTRACTORS

TABLE OF CONTENTS FOR SECTION:

1. Wage Comparison Worksheet
2. Employee Rate of Pay
3. WH347 Certified Payroll Record & Instructions
4. Non-Performance Report
5. Employee Interviews
6. Certification of Understanding and Authorization
7. Certification of Applicable Fringe Benefit Payment
8. Authorization for Deductions
9. Grantees Notification of Contractors and Subcontractors
10. MBE/Contract and Subcontract Activity – HUD
11. Section 3 Compliance Forms
12. Senate Bill 207 Apprenticeship Utilization Act Info

The contractor has to designate the hours and days, if they pick 4-10's each employee has to sign the Election of Scheduled work hours. Once one is picked it is the same for the life of the project.

Nevada Governor's Office of
ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT

WAGE COMPARISON WORKSHEET

CHECK ONE:

- 5 – 8 hour days
- 4 – 10 hour days

Project Name _____ Location _____ Date _____

Date & Modification of Federal Wage Rates

Date of State Rates

Classification	Group		Area Zone		Federal Rate			State Rate			Rate To Be Paid			Fed/State
	Fed	State	Fed	State	Base Rate*	Fringe Benefit	Total	Base Rate*	Fringe Benefit	Total	Base Rate	Fringe Benefit	Total	

Notes:

The higher base rate will determine whether the contractor will pay Davis-Bacon (Federal) or State rates for each classification. This only applies to contracts \$100,000 and over; only the Federal Wage Rates need to be used for contracts \$2,000 to \$100,000, if the total project cost is less than \$100,000.

Note* Add the zone rate or travel differential to the base rate to get the total base rate.

Use additional forms if necessary.

CONTRACTOR SIGNATURE & DATE: _____

Company Name: _____

COMPANY LETTERHEAD

Project:

RATE OF PAY

I (Employee Name) have been made aware of my wage classification and rate of pay as listed below

Wage Classification: _____

Hourly rate of pay: _____

Overtime Rate of Pay: _____ for any hour above 8 hours per day unless an approved schedule of four ten hour days, then for any hour above 10 hours per day or any hour over 40 hours per week. Also for any hour worked on a federal holiday.

I understand that my work week is

Five eight hour days _____

Four ten-hour days _____

Employee Signature

Date

Employee Printed Name

Company authorized signature

Date

Company authorized printed name

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS															
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION								PROJECT OR CONTRACT NO.							
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS											FICA	WITH- HOLDING TAX		OTHER	
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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) 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.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WHD
U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR

Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION
Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO.
3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	State with- holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Alex Driver - #####	2	Power Equipment Bull Dozer Group	18	19	20	21	22	23	24	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$642.43	\$1,374.03
			8:00	8:00	5:30	6:00				27.50	\$9132.1585	\$2,012.46							

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

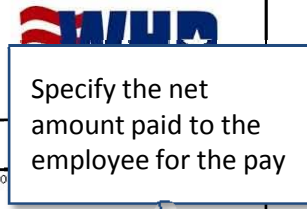
Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Company Name: _____ ADDRESS: 385 West Drive, Madison WI 53703
 FOR WEEKENDING: 04/24-25-10 PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018 PROJECT OR CO: 3000

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF DAYS EMPLOYED	WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK			
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITHHOLDING	UNEMPLOYMENT	STATE	OTHER					
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84								\$161.00	\$538.43	\$1,374.03	
Jason Worker - #####	2	General Laborer						4.00	4.00	\$19.20	\$76.80								\$136.06	\$27.71	\$1,233.07	
Shawn Worker - #####	3	Carpenter						1.50	1.50	\$60.19	\$90.28								\$121.00	\$40.31	\$1,406.18	
		Apprentice Carpenter 1st 6 mo. at 40%						4.00	4.00	\$32.72	\$1,064.72								\$85.18	\$307.71	\$757.01	
		Plumber						2.00	2.00	\$67.88	\$1,004.80											
Roy Wrench - #####	5	Steamfitter						2.00	2.00	\$69.13	\$1,038.40								\$163.46	\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4						2.00	2.00	\$60.80	\$719.28										\$415.93	\$1,023.27

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.

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 (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each week. 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 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 for compliance with the Davis-Bacon Act.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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 comments on this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, write to the Office of Management and Budget, Paperwork Project Director (0344-0188), Washington, DC 20503.

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract.
 The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7.
 The gross wages earned on all projects, \$2,012.46, is entered in the

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EMPLOYERS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS					NET WAGES PAID FOR WEEK		
			OT OR ST	Sun	Mon	Tue	Wed	Thur	Fri				Sat	FICA	WITH-HOLDING TAX	State with-holding tax	Medicare		OTHER	TOTAL DEDUCTIONS
				18	19	20	21	22	23				24							
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00		2.00	\$62.83	\$1,422.84	\$61.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - #####	2	General Laborer			8.00	8.00	5.50	6.00		27.50	\$81.32 1581	\$2,012.46								
Sharon Wood- #####	3	Carpenter						1.50		1.50	\$60.19	\$1,887.49	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18	
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%			8.00	8.00	8.00	8.00		40.00	\$30.52 1441	\$1,887.49	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01	
Roy Wrench - #####	5	Plumber		8.00						8.00	\$67.88	\$1,004.80								
Roy Wrench - #####	5	Steamfitter					4.00	8.00		20.00	\$35.28 1496	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4		8.00	8.00			8.00		24.00	\$34.41 1751	\$719.28	\$115.44	\$142.48	\$122.33	\$35.98		\$415.53	\$1,023.27	

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

PAYROLL

Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347

Required to respond to the collection of information unless it displays a currently valid OMB control number

Provide explanation of "other" deductions on signatory page.



ADDRESS 385 West Drive, Madison WI 53703

Expires: 02/31/2011

PROJECT AND LOCATION
Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO.
3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Sun	Mon	Tue	Wed	Thu	Frid	Sat				FICA	WITH- HOLDING TAX	State with- holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			HOURS WORKED EACH DAY																
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - #####	2	General Laborer		8.00	8.00	8.00	5.00	6.00	4.00	\$49.20	\$2,012.46	\$136.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07	
Sharon Wood - #####	3	Carpenter		8.00	8.00	8.00	8.00	8.00	1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18	
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%		8.00	8.00	8.00	8.00	8.00		\$32.72	\$1,887.49	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01	
Roy Wrench - #####	5	Plumber		8.00			4.00	8.00		\$67.88	\$1,064.72								
Roy Wrench - #####	5	Steamfitter		8.00	8.00	4.00				\$69.13	\$1,004.80	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4		8.00	8.00			8.00		\$60.80	\$2,043.20	\$115.14	\$142.48	\$122.33	\$35.98		\$415.93	\$1,023.27	

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form WH-347 is required for all construction contracts, the contractor, subcontractor, or mechanic has been paid...

Employers generally 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 requires employers 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 employers to submit a "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer on the project has received legally required wages and fringe benefits. Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take approximately 15 minutes to complete this form. If you have any comments regarding these estimates or any other aspect of this collection, 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.

(over)

Date 04/28/2010

I, Tiffany Payer Payroll Supervisor
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Sample Construction Company on the
(Contractor or Subcontractor)
Robin Street Apartments, Delafield WI; that during the payroll period commencing on the
(Building or Work)
18 day of 4, 2010, and ending the 24 day of 4, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Sample Construction Company from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Alex Driver - ##### - other deductions - \$85 for child support

Explanation of "other"

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at \$12.50 per hour and Pension at \$6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE
Robert Sample, Owner

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

STATE OF NEVADA



OFFICE OF THE LABOR COMMISSIONER

<http://labor.nv.gov>

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 & Title (please print)

Signature

Date

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.
A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.
B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.
C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.
D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes No Medical Yes No Pension Yes No	Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No		11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner			17b. Date		

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

**Record of Employee
Interview Instructions****U.S. Department of Housing
and Urban Development
Office of Davis-Bacon and Labor Standards**OMB Approval No. 2501-0009
(exp. 12/31/2024)

InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Company Letterhead

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME: _____

PROJECT NUMBER: _____

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Federal Statement of Compliance which will accompany our weekly certified payroll reports for this project:

IRS Employer Identification Number

Authorized Payroll Officer (signature)

Name of Authorized Payroll Officer
(Print or type)

Prime Contractor/Subcontractor
(Print or Type name of firm)

Authorized Signature

Title (Print or type)

Date

This should be filled out by the contractors or sub-contractors at the beginning of the project and kept with the company payrolls. Contractors or subs can also send in a printout of fringe from their system, if the benefits change a new form needs to be sent to CDBG for the Labor & Contractor file.

(COMPANY LETTERHEAD)

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

PROJECT NUMBER: _____

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program
1) _____	_____
Health and Welfare\$ _____	_____
Pension \$ _____	_____
Vacation \$ _____	_____
Apprenticeship/Training \$ _____	_____
Other \$ _____	_____
2) _____	_____
Health and Welfare\$ _____	_____
Pension \$ _____	_____
Vacation \$ _____	_____
Apprenticeship/Training \$ _____	_____
Other \$ _____	_____
3) _____	_____
Health and Welfare\$ _____	_____
Pension \$ _____	_____
Vacation \$ _____	_____
Apprenticeship/Training \$ _____	_____
Other \$ _____	_____

OR: (CHECK IF APPLICABLE)

_____ I CERTIFY THAT I DO NOT MAKE PAYMENTS TO APPROVED FRINGE BENEFIT PLANS, FUNDS OR PROGRAMS.

Contractor/Subcontractor

Signature

Date

Title

Company Letterhead

Payroll Deduction Authorization for "Other Deductions" on Certified Payroll

Project Name: _____

Employee's Name: _____

I, _____ (Employee Name) _____, hereby authorize _____ (name of employer/company) _____ to deduct \$ _____ from my paycheck.

This deduction is for:

_____ Loan Repayment _____ Retirement _____ Profit Sharing _____ Advance
_____ Charitable Donations _____ Savings Bonds _____ Insurance Premiums
_____ Other: _____

This deduction is to be made:

_____ One time only _____ Weekly _____ Monthly _____ times over _____ weeks
_____ Other: _____

Employee's Signature: _____

Date: _____

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

***If deductions are being made for child support, a copy of the court ordered withholding must be included.**

GRANTEE'S NOTIFICATION OF CONTRACTS/SERVICE AWARDED

<p align="center"><i>Nevada Governor's Office of</i> Email or Mail to: ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT 808 West Nye Lane Carson City, NV 89703 775-687-9900</p>	Date Submitted to CDBG:	
	Grantee- City/County:	
	Project Name:	
	Grant #:	
	Bid open Date:	Total Vendor's \$:

A. Vendor's & Subvendor's Name & Address *Denote PRIME	B. Vendor License Number	C. Vendor Federal Tax ID Number	D. Awarded Contract Amount	E. Wage Decision Number	F. MOD number	G. Modification Number	H. Estimated		I. Crafts to be used
							Start Date	Completion Date	

For Construction projects boxes A-I need to be filled out.

For all other projects fill out all boxes but E,F, & G.

Contract and Subcontract Activity

0088 (exp.10/31/2000)

U.S. Department of Housing and Urban Development

OMB Approval Nos., 2577-

Public reporting burden for this collection of information is estimated to average 1 hours 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Executive Orders 12432 and 11624 requires Federal agencies to promote Minority Business Enterprise (MBE) participation in their programs and prescribes additional arrangements for developing and coordinating a National program for MBE. Pursuant to Executive Order 12432, the Department of Commerce requires an annual report on MBE achievements. The information provided on Public and Indian housing Programs will be used to monitor and evaluate HA performance and to develop and submit the Annual Report to the President. Responses to the collection of information are voluntary. The information requested does not lend itself to confidentiality.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency						Check if: PHA _____ IHA _____		2. Location (City, State, ZIP Code)					
3a. Name of Contact Person		3b. Phone Number (including Area Code)				4. Reporting Period (Annual – FY) Oct. 1 - Sept 30, _____		5. Program Code (Not applicable for PD programs.) See explanation of codes at bottom of page. Use a separate sheet for each program code. _____			6. Date Submitted to CDBG Office:		
Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a. <u>CDBG Grant # & Project Name</u>	Amount of contract or subcontract 7b.	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification (ID) Number 7f.	Sec. 3 7g.	Subcontractor Identification (ID) Number 7h.	Sec. 3 7i.	7j. Contractor/Subcontractor Name and Address				
									Name	Street	City	State	Zip Code

CPD:
1 = New Construction
2 = Education/Training
3 = Other

7c: Type of Trade Codes
Housing/Public Housing
1 = New Construction
2 = Substantial Rehab.
3 = Repair
4 = Service
5 = Project Mangt
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg Appraisal
0 = Other

7d: Racial/Ethnic Codes
1= White Americans
2= Black Americans
3= Native Americans
4= Hispanic Americans
5= Asian/Pacific Americans
6= Hasidic Jews

5: Program Codes(Complete for Housing and Public and Indian Housing programs only):
1 = All insured, including Section 8
2 = Flexible Subsidy
3 = Section 8 Noninsured. Non-HFDA
4 = Insured (Management)
5 = Section 202
6 = HUD - Held (Management)
7 = Public/Indian Housing Development
8 = Public/Indian Housing Management
9 = Public/Indian Modernization
0= Other (specify which programs)

Previous editions are obsolete.

form HUD-2516 (8/98)

This report is to be completed by grantees, developers, sponsors, builder, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontract of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part 1 of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be completed

for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low-and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low-or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or

lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s finding that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor’s ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Community Development Programs

1. **Grantee** - Enter the name of the unit of government submitting this report.
3. **Contact Person** - Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. **Grant Number** - Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. **Amount of Contract/Subcontract** - Enter the dollar amount rounded to the nearest dollar. If subcontractor’s ID number is provided in 7f., the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. **Type of Trade** - Enter the numeric codes which best indicates the contractor’s/subcontractor’s service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The Aother category includes supply, professional services and all other activities except construction and education/training activities.
- 7d. **Business Racial/Ethnic Code** - Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor.
- 7e. **Woman Owned Businesses:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number** - Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- 7g. **Section 3 Contractor** – Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number** - Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontractor awarded from HUD funds. When subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. **Section 3 Contractor** – Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address** - Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. **Grantee/Project Owner** - Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box to indicate Public Housing Agency (PHA) or I Indian Housing Authority (IHA) where appropriate.
3. **Contact Person** – Same as item 3 under CPD Programs.
4. **Reporting Period** – Check only one period.
5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** – Same as item 7b. under CPD Programs.
- 7c. **Type of Trade** – Same as item 7c. under CPD Programs.
- 7d. **Business Racial/Ethnic Code:** – Same as item 7d. under CPD Programs.
- 7e. **Women Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number** – Same as item 7f. under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number** – Same as item 7h. under CPD Programs.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address** – Same as item 7j, under CPD Programs.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. **Project Owner** - Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.
3. **Contact Person** – Same as item 3 under CPD Programs.
4. **Reporting Period** – Check only one period.
5. **Program Code:** Enter the appropriate program code.
- 7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. **Amount of Contract/Subcontract:** – Same as item 7b. under CPD Programs.
- 7c. **Type of Trade** – Same as item 7c. under CPD Programs.
- 7d. **Business Racial/Ethnic Code:** – Same as item 7d. under CPD Programs.
- 7e. **Women Owned Business:** Enter Yes or No.
- 7f. **Contractor Identification (ID) Number** – Same as item 7f. under CPD Programs.
- 7g. **Section 3 Contractor:** Enter Yes or No.
- 7h. **Subcontractor Identification (ID) Number** – Same as item 7h. under CPD Programs.
- 7i. **Section 3 Contractor:** Enter Yes or No.
- 7j. **Contractor/Subcontractor Name and Address** – Same as item 7j, under CPD Programs.

CONTRACTOR PERMANENT WORK FORCE FORM

This form is used to determine the Section 3 Workers already employed by the bidding contractor.

Project Name: _____ **Name of Contractor:** _____

Address: _____ **Date:** _____

This form will be compared to Davis -Bacon Payrolls during construction to ensure compliance.

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median	
		YES	NO			

I certify the above employees are permanent employees of _____. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the city/county for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Print Name Signature Date



SECTION 3 CONTRACTOR ESTIMATED PROJECT WORKFORCE BREADOWN

Job Category	Total Estimated Positions	No. of Positions Currently Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be Filled with Targeted and/or Section 3 Workers and estimate of hire date. Ex: (2)- 3/4/2014
Officers/Supervisors				
Professionals				
Technicians				
Office				
Clerical				
Trade				
Journeyman				
Apprentices				
Trainees				
Others				
Others				
Others				
Total				

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON CHAMBERS
LABOR COMMISSIONER



Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER

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REVISED NOVEMBER 29, 2021

(Originally issued on January 28, 2020)

ADVISORY OPINION - NEVADA ADMINISTRATIVE CODE § 607.650

SENATE BILL 207 - APPRENTICESHIP UTILIZATION ACT (AUA)

Pursuant to Nevada Administrative Code (NAC) Section 607.650, the Labor Commissioner is issuing the following Advisory Opinion regarding Senate Bill (SB) 207/Apprenticeship Utilization Act (AUA). The Labor Commissioner has received multiple inquiries, opinion requests, comments, suggestions, and proposals on how Senate Bill 207 should be interpreted, implemented, and enforced. The Labor Commissioner also met with various stakeholders.

This Advisory Opinion is intended to provide as much guidance as possible on Senate Bill 207. However, it must be recognized that not every working environment or situation may be encompassed by the answers and guidance set forth in this Advisory Opinion. The Labor Commissioner will continue to work with stakeholders, public/awarding bodies, contractors/subcontractors, and employers and employees on Senate Bill 207. However, the Labor Commissioner will attempt to interpret, implement, and enforce Senate Bill 207 based on the plain language of the bill and the intent of the Legislative Sponsors of the bill to ensure that apprenticeship utilization takes place on public works projects in the State of Nevada.

KEY HIGHLIGHTS OF SENATE BILL (SB 207) – EFFECTIVE JANUARY 1, 2020

The Legislature hereby finds and declares that: 1. A skilled workforce in construction is essential to the economic well-being of this State; 2. Apprenticeship programs are a proven method of training a skilled workforce in construction; and 3. Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

Sec. 1.7. 1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

<https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

DEFINITIONS FOR PUBLIC BODY AND PUBLIC WORK AND AWARDING BODY NEVADA REVISED STATUTES (NRS) SECTIONS 338.010(17)(18) AND NEVADA ADMINISTRATIVE CODE (NAC) SECTION 338

17. “Public body” means the State, county, city, town, school district or any public agency of this State or its political subdivisions sponsoring or financing a public work.

18. “Public work” means any project for the new construction, repair or reconstruction of a project financed in whole or in part from public money for:

- (a) Public buildings;
- (b) Jails and prisons;
- (c) Public roads;
- (d) Public highways;
- (e) Public streets and alleys;
- (f) Public utilities;
- (g) Publicly owned water mains and sewers;
- (h) Public parks and playgrounds;
- (i) Public convention facilities which are financed at least in part with public money; and
- (j) All other publicly owned works and property.

NAC 338.0054 “Awarding body” defined. ([NRS 338.012](#)) “Awarding body” means a public body, as that term is defined in [NRS 338.010](#), or any authorized agent or representative of a public body.

DEFINITIONS FOR HORIZONTAL AND VERTICAL CONSTRUCTION NRS 338.010(13)(24) – SENTATE BILL 141 (2021)

Horizontal Construction NRS 330.010 - Subdivision 13. “Horizontal construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work, including , without limitation, any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and any other work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

Vertical Construction NRS 338.010 - Subdivision 24. “Vertical construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work for any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any other work or improvement appurtenant thereto.

WHAT IS COMPLEX AND/OR HAZARDOUS?

Tasks routinely and customarily performed by an apprentice in an apprenticed craft or type of work, unless specifically prohibited by the applicable Apprenticeship Program or Apprenticeship Standards, are not considered to be either uniquely hazardous or complex tasks for the purpose of enforcement of the provisions of Senate Bill 207 and any regulations adopted pursuant thereto.

SENATE BILL 207 ONLY APPLIES TO PUBLIC WORKS PROJECTS OF \$100,000 OR MORE.

Assembly Bill 136 passed during the 2019 Nevada Legislative Session changed the public works project amount that triggers prevailing wage laws from \$250,000 to \$100,000. The Sponsor of Senate Bill 207, Senator Brooks, stated that the intent of Senate Bill 207 was to apply to public works projects based on prevailing wage laws and the amount that triggers prevailing wage laws. The Legislature determined that amount to be \$100,000. Therefore, Senate Bill 207 only applies to public works projects of \$100,000 or more.

SENATE BILL 207 DOES NOT APPLY TO DAVIS-BACON OR 100% FEDERALLY FUNDED PROJECTS.

Senate Bill 207 is a state law that applies to state public works projects based on the definition set forth above in NRS Section 338.010 subdivision 17.

Senate Bill 207 does not apply to 100% federally funded projects and/or those projects that fall exclusively under the federal Davis-Bacon Act requirements for compliance and/or enforcement.

For projects that have a mix of state and federal funding, the public/awarding body should include the provisions of Senate Bill 207 as part of their bid documents and apply Senate Bill 207 on those projects.

The public/awarding body can work with their federal funding agencies and seek a determination from them as to whether Senate Bill 207 should apply based on the funding structure of the project. The Labor Commissioner will consider this information in determining whether Senate Bill 207 applies on those types of projects.

THE LABOR COMMISSIONER DOES NOT HAVE JURISDICTION OVER AND WILL NOT ENFORCE “ON-THE-JOB TRAINING”/OJT REQUIREMENTS IF THE AUA APPLIES.

Assembly Bill 459 passed during the 81st Regular Session of the Nevada Legislature (2021) moved the jurisdiction of the Nevada State Apprenticeship Council back to the Office of the Labor Commissioner and designated the Office of the Labor Commissioner as the recognized State Apprenticeship Agency.

Projects that require compliance with the AUA and fall under the jurisdiction and enforcement of the Labor Commissioner will be required to meet the requirements of the AUA. The Labor Commissioner will not apply and/or enforce additional “on-the-job”/OJT requirements and public/awarding bodies should not enforce additional OJT requirements if state law, the AUA applies.

Pursuant to Nevada Revised Statutes (NRS) sections 610.020 and 610.144, and Nevada Administrative Code (NAC) section 610.540, state registered apprenticeship programs must already comply with the following requirements related to equal opportunity, affirmative action, selection methods, and a nondiscriminatory pool for application as an apprentice.

NRS 610.020 Purposes. The purposes of this chapter are:

1. To open to people, without regard to race, color, creed, sex, sexual orientation, gender identity or expression, religion, disability, genetic information, national origin or age of 40 years or older, the opportunity to obtain training that will equip them for profitable employment and citizenship.
2. To establish, as a means to this end, an organized program for the voluntary training of persons under approved standards for apprenticeship, providing facilities for their training and guidance in the arts and crafts of industry and trade, with instruction in related and supplementary education.
3. To promote opportunities for employment for all persons, without regard to race, color, creed, sex, sexual orientation, gender identity or expression, religion, disability, genetic information, national origin or age of 40 years or older, under conditions providing adequate training and reasonable earnings.
4. To regulate the supply of skilled workers in relation to the demand for skilled workers.
5. To establish standards for the training of apprentices in approved programs.
6. To establish a State Apprenticeship Council.
7. To provide for a State Apprenticeship Director with the authority to carry out the purposes of this chapter.
8. To provide for reports to the Legislature and to the public regarding the status of the training of apprentices in the State.
9. To accomplish related ends.

NRS 610.144 Requirements for program to be eligible for registration and approval by State Apprenticeship Council.

1. Be an organized, written plan embodying the terms and conditions of employment, training and supervision of one or more apprentices in an occupation in which a person may be apprenticed and be subscribed to by a sponsor who has undertaken to carry out the program.
2. Contain the pledge of equal opportunity prescribed in 29 C.F.R. § 30.3(c) and, when applicable:
 - (a) A plan of affirmative action in accordance with 29 C.F.R. § 30.4;
 - (b) A method of selection authorized in 29 C.F.R. § 30.10;
 - (c) A nondiscriminatory pool for application as an apprentice; or
 - (d) Similar requirements expressed in a state plan for equal opportunity in employment in apprenticeships adopted pursuant to 29 C.F.R. Part 30 and approved by the United States Department of Labor.

NAC 610.540 Standards: Pledge of equal opportunity. ([NRS 610.090](#), [610.144](#)) Each sponsor shall include in its standards a pledge of equal opportunity which is worded substantially as follows:

The recruitment, selection, employment and training of apprentices during apprenticeship will be without discrimination because of race, color, religion, sex, sexual orientation, age, disability or national origin. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the program of apprenticeship as required under Title 29 of the Code of Federal Regulations, Part 30, and all regulations on equal opportunity of employment in the State of Nevada.

[Apprenticeship Council, Equal Employment Opportunity, § 4 subsec. (b), eff. 9-11-76] (NAC A by R082-04, 7-13-2004)

THE LABOR COMMISSIONER TYPICALLY DOES NOT HAVE JURISDICTION OVER THE BIDDING PROCESS.

NRS section 338.013 requires an identifying number from the Labor Commissioner. Please see below.

NRS 338.013 Inclusion of identifying number from Labor Commissioner in advertisement or solicitation and bids and other responsive documents; reports by public bodies and contractors to Labor Commissioner.

1. A public body that undertakes a public work shall request from the Labor Commissioner and include in any advertisement or other type of solicitation, an identifying number with a designation of the work. That number must be included in any bid or other document submitted in response to the advertisement or other type of solicitation.
2. Each public body which awards a contract for any public work shall report its award to the Labor Commissioner within 10 days after the award, giving the name and address of the contractor to whom the public body awarded the contract and the identifying number for the public work.
3. Each contractor engaged on a public work shall report to the Labor Commissioner and the public body that awarded the contract the name and address of each subcontractor whom the contractor engages for work on the project within 10 days after the subcontractor commences work on the contract and the identifying number for the public work.
4. The public body which awarded the contract shall report the completion of all work performed under the contract to the Labor Commissioner before the final payment of money due the contractor by the public body.

The bidding requirements and provisions set forth in NRS 338.1373 et seq. fall under the jurisdiction of the public/awarding bodies, with limited exceptions where the Labor Commissioner can get involved in the bidding and award of contracts if potential violations of prevailing wage and public works laws may be occurring.

Therefore, each public/awarding body is encouraged to work with their respective attorneys/counsel to develop forms and a process to implement Senate Bill 207. Examples and guidance have been provided on how to include the requirements of Senate Bill 207 in bid documents and in determining what is a responsive bid. The Labor Commissioner will not take over or assume any of the bidding and award duties of the public/awarding body as required by existing laws and regulations.

DEFINITION OF APPRENTICE NAC 338.

NAC 338.0052 “Apprentice” defined. ([NRS 338.012](#)) “Apprentice” means a person employed and individually registered in a bona fide apprenticeship program with:

1. The Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor; and
2. The State Apprenticeship Council pursuant to [chapter 610](#) of NRS and any regulations adopted pursuant thereto.

THERE ARE NO REGISTERED APPRENTICESHIP PROGRAMS IN MY JURISDICTION.

A Request for Waiver may be submitted by the public/awarding body. Please follow the link to the Advisory Opinion on “Jurisdiction(s)” for purposes of Senate Bill 207.

http://labor.nv.gov/uploadedFiles/labornvgov/content/Apprenticeship_Utilization_Act/AO-2019-03%20AUA%20Jurisdiction%20definition.pdf

DOES THE AWARDING BODY STILL NEED TO REQUEST A WAIVER IF THERE IS NO REGISTERED APPRENTICESHIP PROGRAM IN THE JURISDICTION?

Yes, a Request for Waiver still needs to be submitted.

However, the Labor Commissioner will not require a Request for Waiver for the Truck Driver Job Classification in the State of Nevada because there currently are no Registered Apprenticeship Programs for Truck Drivers in the State of Nevada, and because of the volume of waivers that could be generated simply for the Truck Driver Job Classification.

HOW MANY APPRENTICESHIP PROGRAMS DO I HAVE TO REQUEST APPRENTICES FROM?

A contractor/subcontractor that has more than three workers employed on a public work within the same apprenticed craft or type of work needs to request apprentices from every Registered Apprenticeship Program for that craft or type of work performed in their jurisdiction. This could include requesting apprentices from both a Union Apprenticeship Program and a Non-Union Apprenticeship Program. (See above for Advisory Opinion on “Jurisdiction(s)” for purposes of Senate Bill 207)

For example, the Laborers Job Classification and Job Description may also include Brick and Hod Plaster Carriers, Flaggers, Cement Masons, Fence Erectors, Asbestos Abatement, and Landscaping. Similarly, the Carpenters Job Classification and Job Description may also include different types of work performed. The Labor Commissioner will likely view each different Job Description within the broader Job Classification as separate crafts or types of work for purposes of SB207.

The contractor/subcontractor should identify the craft or type of work to be performed and determine how that work is bid and assigned according to area practice and within that jurisdiction. The Labor Commissioner does not have jurisdiction over jurisdictional disputes involving collective bargaining agreements where contractors/subcontractors and/or the Unions are claiming a type of work that has been assigned according to area practice and is set forth in the collective bargaining agreements.

Please also see the sample Project Workforce Checklist on the link below.

http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

WHAT HAPPENS IF THE DISPATCHED APPRENTICE DOES NOT SHOW UP OR THERE ARE OTHER ISSUES WITH THE APPRENTICE?

The contractor/subcontractor should contact the Registered Apprenticeship Program and notify them that the apprentice did not show up. The contractor/subcontractor should also document the incident and notify the prime contractor and/or public/awarding body of the situation.

Apprenticeship questions, issues and/or complaints regarding Registered Apprenticeship Programs and the verification and/or qualifications and/or work of an Apprentice that is dispatched should be directed to the Registered Apprenticeship Program first. Additional information can be found at https://labor.nv.gov/Wages/Nevada_State_Apprenticeship_Council/.

WHAT HAPPENS IF THE CONTRACTOR/SUBCONTRACTOR IS ONLY GOING TO HAVE MORE THAN 3 WORKERS PER CRAFT OR TYPE OF WORK TO BE PERFORMED FOR ONE DAY OR A LIMITED PERIOD OF TIME?

The Labor Commissioner cannot possibly address every individual situation that could arise on a public works jobsite. If a contractor/subcontractor is required or finds the need to bring on additional workers that triggers the requirements of Senate Bill 207, the contractor/subcontractor should make every effort to bring on an apprentice to comply with the requirements of Senate Bill 207.

The Labor Commissioner also recognizes that there may be situations where the contractor/subcontractor only has more than 3 workers within a specific apprenticed craft or type of work for a day or for a limited period where it may not be reasonable and/or practical to request and/or obtain apprentice(s). The contractor/subcontractor should document the reason for the increase in workers and why it was necessary, and work with the prime contractor and/or public/awarding body to determine if the increase in workers will be temporary or a long-term situation.

The contractor/subcontractor should then determine if the contractor/subcontractor needs to request apprentices or if the public/awarding body should seek a Request for Waiver from the Labor Commissioner. In situations like this, the Labor Commissioner may look at the project as a whole and will review the actions of the contractor/subcontractor and public/awarding body to determine if their actions were reasonable and not an attempt to circumvent the requirements of Senate Bill 207.

In addition, in cases of emergencies, the law provides an exemption to prevailing wage requirements, and therefore the requirements of Senate Bill 207. (See also NRS sections 338.011 and 338.090.)

HOW WILL SENATE BILL 207 BE ENFORCED?

The plain language of Senate Bill 207 provides that it will be enforced contractor by contractor, subcontractor by subcontractor, and project by project. Therefore, the general/prime contractor cannot satisfy the 10% or 3% requirement on the project for all their subcontractors. If a subcontractor has more than 3 workers for an apprenticed craft or a type of work performed, they will need to comply with the

requirements of Senate Bill 207 separately. Similarly, a general/prime contractor that has more than 3 workers within an apprenticed craft or type of work performed will need to comply with the requirements of Senate Bill 207 separately.

So, for example, if you have 4 Electricians who each work a 40-hour week, $40 \times 4 = 160$, and that was the total hours they worked on the entire project. Because there were more than 3 workers per craft or type of work performed that would trigger the requirements of Senate Bill 207. Depending upon whether it was Vertical Construction = 10% or Horizontal Construction = 3% of the total hours of the project for that craft or type of work performed would have to be hours worked by an Apprentice based on the 160 total project hours.

It is important to look at and recognize the craft or the type of work performed. For example, the Flagger Job Classification is listed as separate, but the assignment of this work typically falls under the Laborers through collective bargaining agreements and area practice. However, a Flagger performs a distinct type of work from a general Laborer. So, if there are more than 3 Flaggers on a public works jobsite, there will need to be an apprentice on the jobsite for that craft or type of work performed, or a waiver obtained. Senate Bill 207 specifically specifies “craft” or “type of work performed.” Prevailing wage laws require that workers are paid based on the type of work the worker actually performs. Senate Bill 207 reinforces this requirement by requiring apprentices specifically for the craft or type of work performed.

The Laborer and Operator Job Classifications contain Groups. The Groups will not be considered separately but will be counted together towards the more than 3 workers threshold. As stated above, exceptions to this could be Laborers if they are performing a separate and distinct type of work, such as a Flagger. If there is an Operator Group 1 worker, an Operator Group 2 worker, an Operator Group 4 worker, and an Operator Group 5 worker, they will all be counted together as 4 Operators, thereby triggering the requirements of Senate Bill 207.

There may be situations where the Labor Commissioner may need to look at and/or review the project on a broader basis or as a “whole” to determine compliance with Senate Bill 207. While the law does not necessarily provide any “carve outs” to not enforce the law contractor by contractor, subcontractor by subcontractor, or project by project, the Labor Commissioner will review compliance with Senate Bill 207 and compliance with prevailing wage laws based on the facts and evidence presented and the actions of the contractors, subcontractors, and public/awarding bodies.

WHAT HAPPENS IF THE PUBLIC/AWARDING BODY AND/OR LABOR COMMISSIONER FIND I COMMITTED A VIOLATION?

The law provides for notice, due process, and an opportunity to be heard. NAC sections 338.105 through 338.116 set forth the provisions governing the investigation, determination, objection, and hearing process. NRS section 338.015 also provides for notice and an opportunity for a hearing before an administrative penalty may be imposed. The Labor Commissioner does have the authority to impose administrative penalties of up to \$5,000 per violation against contractors, subcontractors, and public/awarding bodies.

Contractors, subcontractors, and public/awarding bodies should comply with the certified payroll reporting and review requirements set forth in NRS and NAC section 338 to monitor and review compliance with Senate Bill 207 and prevailing wage laws.

In the event a claim/complaint is filed with the Labor Commissioner it will follow the process set forth in NAC sections 338.106 through 338.116 and/or NRS section 338.015, and any other applicable laws and regulations.

Failure to maintain proper documentation and/or submit required reports, such as certified payroll reports, could result in potential violations and disqualification.

Intentional and/or purposeful actions that demonstrate an intent to circumvent the requirements of Senate Bill 207 and prevailing wage laws may result in administrative penalties and disqualification.

CONCLUSION

In this Advisory Opinion, the Labor Commissioner has attempted to provide guidance on the interpretation and implementation of Senate Bill 207. The Labor Commissioner will defer to the legislative intent, plain language, legislative testimony, and intent of Senate Bill 207 should additional questions arise.

The Labor Commissioner has made every effort to address the questions, concerns, and issues raised relating to Senate Bill 207. To the extent that a question, concern, or issue is not addressed in this Advisory Opinion, it is recommended that you contact the Office of the Labor Commissioner and submit your question(s) in writing to AUA@labor.nv.gov or contact our office at the phone numbers and address locations listed on the first page of this Advisory Opinion.

Please be advised that the Labor Commissioner may revisit the interpretation and implementation of Senate Bill 207 as needed through an additional Advisory Opinion or through the Administrative Rulemaking process.

Sample Forms and information on SB 207 can be found at:

http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

Sincerely,



Shannon M. Chambers
Labor Commissioner
Office of the Labor Commissioner
State of Nevada
Department of Business and Industry

APPRENTICESHIP UTILIZATION ACT – SENATE BILL 207 (2019)

The Legislature hereby finds and declares that: 1. A skilled workforce in construction is essential to the economic well-being of this State; 2. Apprenticeship programs are a proven method of training a skilled workforce in construction; and 3. Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

Sec. 1.7. 1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

Horizontal Construction NRS 338.010 - Subdivision 13. “Horizontal construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work, including , without limitation, any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and any other work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

Vertical Construction “Vertical construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work for any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any other work or improvement appurtenant thereto.

Complex or Hazardous Work - The Labor Commissioner will view complex and hazardous work to include, but not be limited to, work performed on a public work project that is traditionally not performed by Apprentices pursuant to their Apprentice Agreement, Collective Bargaining Agreement, and/or any other written justification demonstrating that the work to be performed should not be performed by Apprentices.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced.

Sample Forms and information on SB 207 can be found at:

http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

Additional information on Public Works Projects and Prevailing Wages by region and the Nevada State Apprenticeship Council can be found at www.labor.nv.gov or by following the links below.

http://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/

https://labor.nv.gov/Wages/Nevada_State_Apprenticeship_Council/

GUIDELINES FOR AWARDING BODIES AND CONTRACTORS/SUBCONTRACTORS

1. Senate Bill 207 applies to Public Works Projects (NRS 338.010 – Subdivision 23) over \$100,000. (Exemptions may apply – See NRS sections 338.011 and 338.090.)
2. For each Public Works Project (PWP) Bid Advertisement, Bid Opening, and Contract, the Public Body/Awarding Body should include the requirements of Senate Bill 207. The Public Body/Awarding Body should also determine if the PWP requires the performance of uniquely complex or hazardous work.
3. Contractors/Subcontractors should determine if they can meet the Apprentice % requirements set forth in SB 207 or need to request Apprentices from a Registered Apprenticeship Program. Contractors/Subcontractors can request Apprentices using the Apprentice Request Form or request Apprentices in writing from a Registered Apprenticeship Program. (***Written documentation will be required by the Labor Commissioner if a Request for Waiver is submitted.***)
4. If the Apprentice Request is approved and Apprentices are dispatched, an Apprentice Agreement may need to be executed between the Registered Apprenticeship Program and the Contractor/Subcontractor.
5. Apprentice Issues - Issues and/or complaints regarding the qualifications and/or work of an Apprentice that is dispatched should be directed to the Registered Apprenticeship Program.
6. A Request for Waiver **MAY** be submitted by the **PUBLIC BODY/AWARDING BODY** to the Office of the Labor Commissioner if: (1) No Registered Apprentice Programs exist in the jurisdiction for the craft/type of work required for the PWP; (2) A request for Apprentices was denied or not acted upon within 5 business days; or (3) The PWP requires the performance of uniquely complex or hazardous work.
7. **ONLY THE PUBLIC BODY/AWARDING BODY CAN SUBMIT A REQUEST FOR WAIVER. REQUESTS FOR WAIVERS SHOULD BE SUBMITTED AS SOON AS POSSIBLE.**
8. Within 15 days of receipt of the Request for Waiver, the Office of the Labor Commissioner will issue a Decision/Determination granting or denying the Request for Waiver on the form that was submitted.
9. The Public Body/Awarding Body, Contractor, or Subcontractor can appeal the Decision/Determination within 10 days of issuance.
10. The Public Body/Awarding Body shall monitor the PWP consistent with the laws and regulations set forth in Nevada Revised Statutes (NRS) section 338 and Nevada Administrative Code (NAC) section 338. If a Waiver has not been granted the Public Body/Awarding Body shall ensure that certified payroll reports and any other required documentation are submitted and maintained demonstrating compliance with SB 207.

For additional information please contact us at:

Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, NV 89706 775-684-1890

AUA@labor.nv.gov

Office of the Labor Commissioner
3300 W. Sahara Avenue, Suite 225
Las Vegas, NV 89102 702-486-2650

AUA@labor.nv.gov

TOLL FREE: 1-800-992-0900 Ext. 4850 - www.labor.nv.gov

	Bidder's Build America, Buy America Certification	
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CDBG Project Number _____

Project Name _____ Division _____

Project Grantee _____

The Community Development Block grant (CDBG) programs require loan recipients to use iron, steel, manufactured goods, and construction materials that are produced in the United States in a manner that complies with the Build America, Buy America (BABA) requirement for projects that involve the construction, alteration, maintenance, or repair of a public water system or treatment works. For more information about BABA requirements and authorization, visit the U.S. Environmental Protection Agency (EPA)'s website:

<https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

As a bidder for the project listed above, I certify that I have read, understand, and will comply with the "Build America, Buy America" provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA-covered products, provide verification documentation for BABA-compliance, and when needed provide waiver documentation per current EPA guidance.

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Signature of Bidder

Date

Printed Name and Title of Bidder

Name of Bidder's Company

Bidder's Company Address

Bidder's Telephone Number

Appendix A: Iron and Steel Products

All iron and steel used in the project must be produced in the United States unless a BABAA waiver has been approved. All manufacturing processes must have occurred in the United States, from the initial melting stage through the application of coatings. Examples include, but are not limited to:

<ul style="list-style-type: none"> • Access Hatches • Access Ramps • Aeration Pipes and Fittings (separate from aeration/blowers) • Angles • Backflow Preventers/Double Check Valves • Baffle Curtains • Ballast Screens • Bathroom Stalls • Beam Clamps • Bollards • Cable Hanging Systems • Cast Bases • Cast Iron Hinged Hatches • Cast Iron Riser Rings • Catch Basin Inlets • Clarifier Tanks • Cleanout/Monument Boxes • Coiled Steel • Column Piping • Concrete Reinforcing Bar, Wire, and Fibers • Condensate Sediment Traps • Construction Covers and Frames • Corrugated Pipe • Couplings • Curb and Corner Guards • Curb Boxes • Curb Openings • Curb Stops • Decking • Detectable Warning Plates • Digestor Covers • Dome Structures • Door Hardware 	<ul style="list-style-type: none"> • Framing • Gate Valves • Generic Hanging Brackets • Grating • Ground Test Wells • Ground Testing Boxes • Guardrails • HVAC Registers, Diffusers, and Grilles • Hydrants • Inlets • Iron or Steel Bar • Iron or Steel Benches • Joists • Junction Boxes • Knife Gates • Ladders • Lampposts • Lifting Hooks, J-bar, Connectors, and Anchors for Concrete • Lined and Unlined Fittings • Lined and Unlined Pipe • Lockers • Man Baskets and Material Platforms • Manhole Covers and other Municipal Castings • Manhole Rings and Frames • Manhole Risers • Manhole Steps • Meter Boxes • Mud Valves • Municipal Casting Junctions 	<ul style="list-style-type: none"> • Pre-Fab Steel Buildings/Sheds (simple structure, unfurnished) • Pre-Stressed Concrete Cylinder Pipe (PCCP) • Railings • Reduced Pressure Zone (RPZ) Valves • Roofing • Service Boxes • Service Saddles • Sheet Piling • Sinks (not part of eyewash systems) • Solenoid Valves • Stairs • Static Mixers • Stationary Screens • Steel Hinged Hatches • Steel Riser Rings • Structural Steel • Surface Drains • Tanks • Tapping Sleeves • Telescoping Valves • Tipping Buckets • Trash Receptacles • Tree Grates • Tree Guards • Trench Grates • Trusses • Tubing • Valve Box Covers and Risers • Valve Boxes • Valve Stem Extensions • Valve Stems (excluding handwheels and actuators)
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<ul style="list-style-type: none"> • Doors • Downspout Shoes • Drainage Grate Frames and Curb Inlets • Drainage Grates • Ductwork • Expansion Joints • Expansion Tanks (diaphragm, surge, and hydropneumatics) • Fasteners • Fencing and Fence Tubing • Fire Escapes • Flanged Pipe • Flanges • Flap Gates 	<ul style="list-style-type: none"> • Non-Mechanical (stationary) Louvers and Dampers • Overhead Rolling Doors/ Uplifting Doors (manual open, no motor) • Pipe Clamps and Restraints • Pipe Connectors • Pipe Hangers • Pipe Pilings (any type of steel piling) • Pipe Spool (e.g., pipe, flanges, connectors) • Pipe Supports • Pitless Adaptors • Pre-Cast, Iron/Steel Reinforced Concrete (all types, regardless of iron/steel content percentage) 	<ul style="list-style-type: none"> • Valves • Wall Panels • Wall Sleeves/Floor Sleeves • Welding Rods • Well Casing • Well Screens • Wire • Wire Cloth • Wire Rod • Wire Rope and Cables
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<p>Items not applicable for BABA documentation:</p>	<p>n/a</p>
<ul style="list-style-type: none"> a. Tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project; b. Equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project c. Purchases that are not intended for construction, alteration, maintenance, or repair of infrastructure. 	

SHOSHONE AVENUE CURB, GUTTER & SIDEWALK IMPROVEMENTS

LEGEND

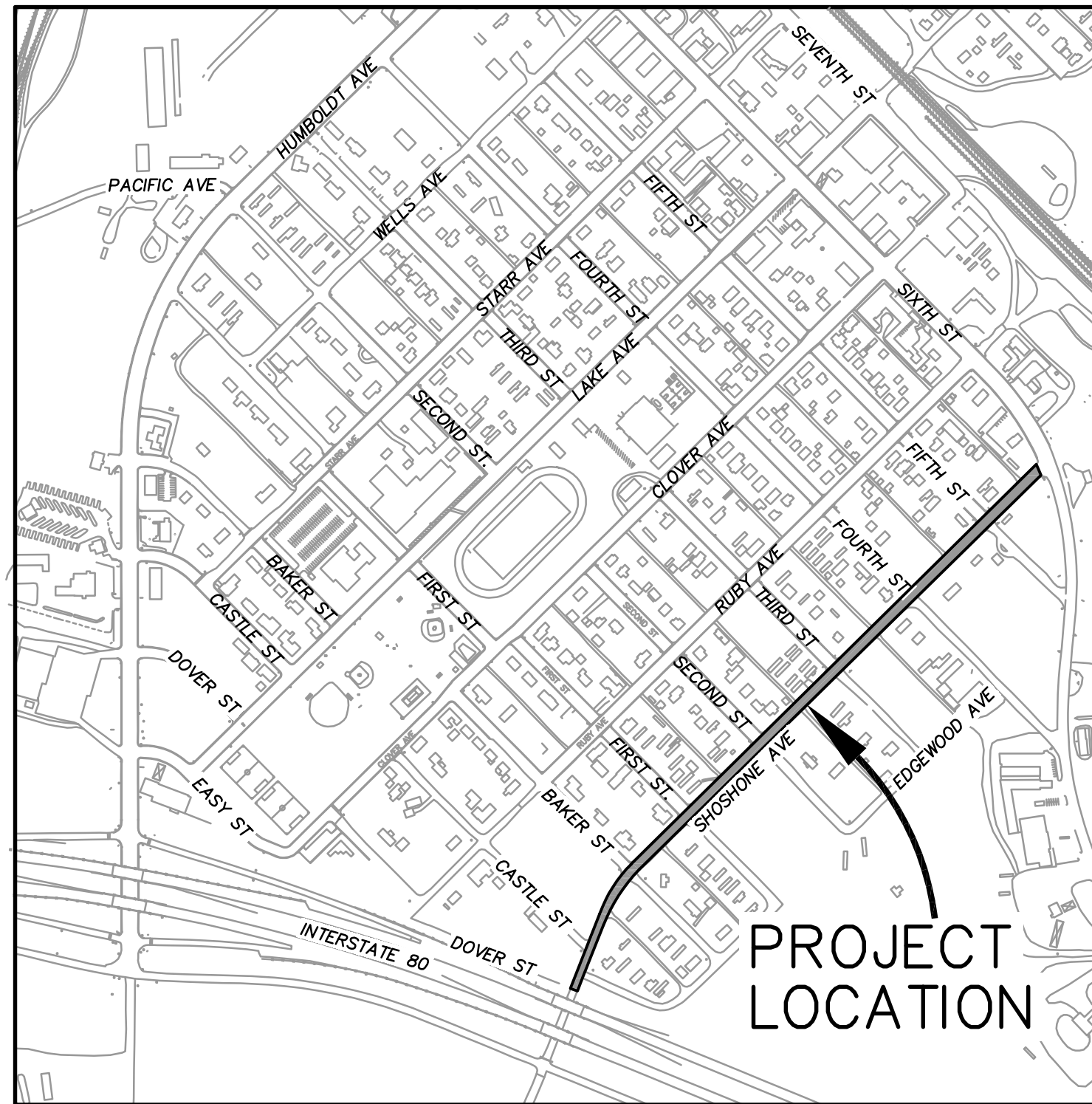
EXISTING SANITARY SEWER MANHOLE		PROPOSED FENCE	
EXISTING SANITARY SEWER LINE		EXISTING DRAINAGE SWALE	
EXISTING WATER LINE		PROPOSED DRAINAGE SWALE	
EXISTING WATER VALVE		EXISTING GROUND CONTOUR	
EXISTING FIRE HYDRANT		FINISH GRADE CONTOUR	
EXISTING POWER POLE		SPOT ELEVATION	
EXISTING OVERHEAD POWER LINE		PERCENT OF SLOPE	
EXISTING TELEPHONE POLE		GRADE BREAK LINE	
EXISTING OVERHEAD TELEPHONE LINE		PROPOSED PAVEMENT	
EXISTING UNDERGROUND COMMUNICATION LINE		DETAIL REFERENCE LETTER FOR DETAILS ON SHEETS C16 AND C17	
EXISTING FENCE			

ABBREVIATIONS:

A.C. ASPHALTIC CONCRETE	GEO. GEOTHERMAL	RT. RIGHT
B.C. BEGIN CURVE	G.V. GATE VALVE	R.O-W RIGHT OF WAY
B.V.C. BEGIN VERTICAL CURVE	G.B. GRADE BREAK	LT. LEFT
C.F. HEIGHT OF CURB FACE	HORIZ. HORIZONTAL	LF. LINEAR FEET
CL. CENTERLINE	IPS. IRON PIPE SIZE	M.H. MANHOLE
C.M.P. CORRUGATED METAL PIPE	INT. INTERSECTION	S.S. SANITARY SEWER
CONC. CONCRETE	I.E. INVERT ELEVATION	SSCO SANITARY SEWER CLEANOUT
C.P. CONCRETE PIPE	LT. LEFT	S.W. SIDEWALK
D.I. DROP INLET	LF. LINEAR FEET	S. SLOPE
D.I.P. DUCTILE IRON PIPE	M.H. MANHOLE	SHT. SHEET
EL. ELEVATION	P.I. POINT OF INTERSECTION	STA. STATION
ELEV. ELEVATION	P.C. POINT OF CURVATURE	S.D. STORM DRAIN
E.V.C. END OF VERTICAL CURVE	P.T. POINT OF TANGENCY	T. TELEPHONE
EX. EXISTING	P.V.C. POINT OF VERTICAL CURVE	T.B.C. TOP BACK OF CURB
E.G. EXISTING GRADE	PVC. POLYVINYL CHLORIDE PIPE	T.C. TOP OF CONCRETE
F.F. FINISH FLOOR	PL. PROPERTY LINE	TYP. TYPICAL
F.G. FINISH GRADE	R. RADIAL	VERT. VERTICAL
F.H. FIRE HYDRANT	R. RADIUS	V.C. VERTICAL CURVE
F.L. FLOW LINE	REF. REFERENCE	V.P.I. VERTICAL POINT OF INTERSECTION
G. GAS	R.C.P. REINFORCED CONCRETE PIPE	W. WATER

PROJECT SPECIFICATIONS:

- PROJECT STANDARD SPECIFICATIONS.** ALL WORK RELATED TO THESE CIVIL IMPROVEMENTS SHALL BE EXECUTED AND COMPLETED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION", SPONSORED AND DISTRIBUTED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY AND ADOPTED BY THE CITY OF WELLS FOR NEVADA FOR PUBLIC WORKS CONSTRUCTION. ALL CIVIL WORK SHALL COMPLY WITH THE APPLICABLE SECTIONS OF THESE SPECIFICATIONS UNLESS MODIFIED WITHIN THE WRITTEN CONTRACT WITH THE CONTRACTOR. THESE SPECIFICATIONS SHALL BE HEREAFTER REFERRED TO AS THE PROJECT "STANDARD SPECIFICATIONS". CONSTRUCTION DETAILS SHALL COMPLY WITH THE CONSTRUCTION DETAILS SHOWN IN THESE PLANS. ADDITIONALLY THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SHALL ALSO APPLY TO THIS PROJECT.
- CLEARING & GRUBBING AND REMOVAL OF MATERIALS.** CLEARING & GRUBBING SHALL CONSIST OF REMOVING ALL BRUSH, GRASS, TOPSOIL MATERIALS AND OTHER NATURAL OR OBJECTIONABLE MATERIAL FROM THE CONSTRUCTION LIMITS PRIOR SUBGRADE PREPARATION. CLEARING & GRUBBING SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 300 SITE PREPARATION OF THE REFERENCED STANDARD SPECIFICATIONS.
- STORMWATER AND EROSION CONTROL.** THE CONTRACTOR SHALL MAINTAIN AN EROSION CONTROL PROGRAM ON SITE AT ALL TIMES THAT MEETS OR EXCEEDS THE CITY OF WELLS AND THE STATE OF NEVADA REQUIREMENTS. THIS SHALL INCLUDE THE PLACEMENT OF FIBER ROLLS AT DOWN STREAM PERIMETER OF THE JOBSITE AND STAGING AREA. ADDITIONALLY VEHICLE MUD TRACKOUT PREVENTION MEASURES AT INGRESS AND EGRESS LOCATIONS ON THE JOB SITE AND STAGING AREA ARE REQUIRED. THE CONTRACTOR SHALL MAINTAIN AND ON GOING PROCESS FOR REMOVAL OF SPILLAGE OF EXCAVATED MATERIAL OR TRACK OUT ON ALL PAVED STREETS. THE CONTRACTOR SHALL DESIGNATE A LOCATION ON SITE TO CONSTRUCT A CONCRETE WASHOUT PIT FOR READY-MIX CONCRETE CLEANUP. AT THE COMPLETION OF WORK THE CONCRETE CLEANUP PIT SHALL BE REMOVED FROM THE SITE. A CLEAN JOBSITE SHALL BE MAINTAINED BY THE CONTRACTOR. A STORM WATER DISCHARGE PERMIT, FROM THE STATE OF NEVADA AND CITY OF WELLS, IS REQUIRED ON ALL CONSTRUCTION WORK SITES THAT EXCEED 1.0 ACRES IN SIZE. THE WORK SITE FOR THIS PROJECT IS 1.65 ACRES.
- DUST CONTROL PROGRAM.** THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A DUST CONTROL PROGRAM ON SITE AT TIMES TO INCLUDE WATERING OF OPEN AREAS. THE PROGRAM SHALL BE IN COMPLIANCE WITH ALL FEDERAL, STATE, COUNTY AND CITY CODES. THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT AIR-BORN DUST DOES NOT LEAVE THE JOBSITE. ALL AREAS DISTURBED AND LEFT UNDEVELOPED FOR A PERIOD OF MORE THAN 30 DAYS SHALL BE STABILIZED BY THE APPLICATION OF A DUST PALLIATIVE. ALL AREAS DISTURBED AND LEFT UNDEVELOPED FOR A PERIOD OF MORE THAN 90 DAYS SHALL BE HYDRO-SEEDED WITH AN APPROVED SEED MIX AND TACKIFIER AND SHALL BE IRRIGATED UNTIL FIRMLY ESTABLISHED AS APPROVED BY THE CITY OF WELLS.
- UNDERGROUND UTILITIES.** ALL UTILITY TRENCHES SHALL CONFORM TO THE CITY OF WELLS AND UTILITY COMPANY SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UNDERGROUND UTILITIES AT ALL TIMES DURING CONSTRUCTION. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THE PROJECT DRAWINGS ARE APPROXIMATE AND BASED ON EXISTING RECORDS AND FIELD SURVEYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL CALL 811 USA NORTH FOR UTILITY FIELD LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCING EXCAVATION ON SITE. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE FOLLOWING UTILITY COMPANIES:
 ELECTRIC POWER WELLS RURAL ELECTRIC COMPANY
 PROPANE GAS WELLS PROPANE
 TELEPHONE FRONTIER
 FIBER OPTIC COMMUNICATION LINES AT&T, US SPRINT, FRONTIER TELEPHONE AND OTHER FIBER OPERATORS
 CABLE TV SATVIEW BROADBAND COMPANY
- REMOVAL OF EXISTING IMPROVEMENTS.** REMOVAL OF BITUMINOUS PAVEMENT, CONCRETE SIDEWALK, AND CURB & GUTTER SHALL BE IN ACCORDANCE WITH SECTION 300 SITE PREPARATION AND SECTION 301 PROTECTION AND RESTORATION OF THE PROJECT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL SAWCUT ALL PAVEMENT AND CONCRETE AT THE LOCATIONS SHOWN ON THE PROJECT PLANS PRIOR TO REMOVAL.
- SUBGRADE PREPARATION, EXCAVATION AND FILL.** SUBGRADE SOILS SHALL BE PROPERLY PROCESSED BY MOISTURIZING AND COMPACTING THE SUBGRADE SOIL TO A MINIMUM OF 90% MAXIMUM DRY DENSITY IN ACCORDANCE WITH TEST METHOD ASTM D 1557. FILL SOIL SHALL ALSO BE PROPERLY MOISTURIZED AND COMPACTED TO A MINIMUM OF 90% MAXIMUM DRY DENSITY IN ACCORDANCE WITH TEST METHOD ASTM D 1557. EARTHWORK SHALL COMPLY WITH SECTION 302 SUBGRADE PREPARATION AND SECTION 303 EXCAVATION, SECTION 304 FILL AND BACKFILL OF THE PROJECT STANDARD SPECIFICATIONS.
- AGGREGATE BASE MATERIAL.** AGGREGATE BASE MATERIAL SHALL BE OF THE CLASSIFICATION SHOWN ON THE PLANS AND SHALL BE PLACED TO THE COMPACTED THICKNESS SHOWN. AGGREGATE BASE SHALL BE MOISTURIZED, SPREAD, AND COMPACTED IN MAXIMUM LIFT THICKNESS OF 8-INCHES. MINIMUM COMPACTION REQUIREMENTS ARE 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH TEST METHOD ASTM D 1557. ALL AGGREGATE BASE MATERIAL, INCLUDING TYPE 2, CLASS B, AGGREGATE BASE, SHALL MEET THE MATERIAL REQUIREMENTS SPECIFIED IN SECTION 200 AGGREGATES FOR BASE COURSES OF THE STANDARD SPECIFICATIONS. PLACEMENT OF AGGREGATE BASE MATERIAL SHALL BE AS SPECIFIED IN SECTION 308 UNTREATED BASE COURSES OF THE PROJECT STANDARD SPECIFICATIONS.
- CONCRETE CURB & GUTTERS, SIDEWALK AND APPROACH SLABS.** AGGREGATES FOR CONCRETE SHALL COMPLY WITH SECTION 200 AGGREGATES OF THE PROJECT STANDARD SPECIFICATIONS. CEMENT AND OTHER ADMIXTURES SHALL COMPLY WITH SECTION 202 CEMENTITIOUS AND RELATED MATERIALS. ALL CONCRETE SHALL BE AIR ENTRAINED WITH A MINIMUM STRENGTH OF 4,000-PSI AT 28-DAYS. CONCRETE MIX DESIGNS SHALL BE PROVIDED TO THE ENGINEER AND SHALL BE CURRENT (WITH IN THE LAST 12 MONTHS). MIX DESIGNS SHALL BE AS SPECIFIED IN THE PROJECT STANDARD SPECIFICATIONS FOR THE TYPE OF WORK. CONCRETE SHALL BE PLACED, FINISHED AND CURED IN ACCORDANCE WITH SECTION 312 PCC FLATWORK, CURBS, DITCHES AND SLOPE PAVING RETURNS OF THE PROJECT STANDARD SPECIFICATIONS.
- PLANTMIX BITUMINOUS PAVEMENT, PRIME COATS, SEAL COATS, AND ASPHALTIC MATERIALS.** AGGREGATES FOR BITUMINOUS PAVEMENT SHALL BE AS SPECIFIED IN SECTION 200 AGGREGATES OF THE PROJECT STANDARD SPECIFICATIONS. ASPHALT CEMENTS AND BITUMINOUS MATERIALS SHALL MEET THE REQUIREMENTS OF SECTION 201 ASPHALTS AND ADDITIVES MATERIALS OF THE PROJECT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A MIX DESIGN FOR APPROVAL PRIOR TO PLACEMENT OF BITUMINOUS PAVING MATERIALS. PLANTMIX BITUMINOUS PAVEMENT SHALL BE PG 64-22, TYPE 2 OR TYPE 3 AGGREGATE, UNLESS OTHERWISE SPECIFIED OR APPROVED. LIQUID ASPHALT AND EMULSIFIED ASPHALT PRIME COAT SHALL BE PLACED IN ACCORDANCE WITH SECTION 318 PRIME COAT AND TACK COAT OF THE STANDARD SPECIFICATIONS. PLANTMIX BITUMINOUS PAVEMENT SHALL BE DELIVERED, PLACED AND COMPACTED WITHIN SPECIFIED TOLERANCES IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN SECTION 320 HMA PAVEMENT OF THE PROJECT STANDARD SPECIFICATIONS.
- ALL ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE TO THE FINISH GRADE ELEVATION OF THE MATERIAL COURSES INDICATED ON THE PLAN DRAWINGS. BURIED UTILITY LINE ELEVATIONS SHALL BE NOTED AS INVERT ELEVATION (PIPE FLOWLINE). THE CONTRACTOR SHALL VERIFY UTILITY LINE LOCATIONS AND PROTECT THESE LINES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AN ADEQUATE SAFETY PROGRAM DURING ALL CONSTRUCTION WORK ON THE PROJECT SITE. MINIMUM SAFETY STANDARDS TO BE MET ON THE JOB SHALL EXCEED THOSE MINIMUM STANDARDS ESTABLISHED BY THE FEDERAL GOVERNMENT (OSHA), THE STATE OF NEVADA AND THE LOCAL GOVERNING AUTHORITY.
- THE CONSTRUCTION INSPECTION AND TESTING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 336.00 OF THE PROJECT STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, THE CITY OF WELLS AND ALL UTILITY COMPANIES 48 HOURS PRIOR TO COMMENCEMENT OF THE WORK.
- THE CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS, DIMENSIONS, FLOW LINE, EXISTING CONDITIONS AND POINTS OF CONNECTION WITH ADJOINING PROPERTY (PUBLIC OR PRIVATE). ANY DISCREPANCIES SHALL BE CALL TO THE ATTENTION OF THE PROJECT ENGINEER BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL WORK WITH THE PROJECT ENGINEER TO ENSURE ACCURATE AS-BUILTS ARE GENERATED AND SUBMITTED TO THE CITY OF WELLS BY THE PROJECT ENGINEER.
- UPON COMPLETION OF WORK THE CONTRACTOR SHALL FINISH GRADE ALL DISTURBED AREAS AND CLEANUP ALL CONSTRUCTION DEBRIS. THE CONDITION OF THE WORK SITE SHALL BE LEFT IN A CLEAN CONDITION FREE OF ALL CONSTRUCTION DEBRIS FOLLOWING CONSTRUCTION.
- TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE PROJECT ENGINEER AND CITY OF WELLS CITY MANAGER FOR APPROVAL PRIOR TO ANY WORK.



VICINITY MAP

SHEET INDEX

C1	TITLE SHEET & SITE SPECIFICATIONS
C2	DEMOLITION & SITE PLAN STATION 0+00 TO 3+75
C3	DEMOLITION & SITE PLAN STATION 3+75 TO 9+75
C4	DEMOLITION & SITE PLAN STATION 9+25 TO 15+25
C5	DEMOLITION & SITE PLAN STATION 15+00 TO 26+50
C6	GRADING PLAN STATION 0+00 TO 4+75
C8	GRADING PLAN STATION 3+75 TO 15+25
C9	GRADING PLAN STATION 15+00 TO 26+50
C10	CURB RETURN DETAILS SHOSHONE AVE AND BAKER ST
C11	CURB RETURN DETAILS SHOSHONE AVE AND 1ST ST
C12	CURB RETURN DETAILS SHOSHONE AVE AND 2ND ST
C13	CURB RETURN DETAILS SHOSHONE AVE AND 3RD ST
C14	CURB RETURN DETAILS SHOSHONE AVE AND 4TH ST
C15	CURB RETURN DETAILS SHOSHONE AVE AND 5TH ST
C16	DETAILS - STREET IMPROVEMENTS DETAILS
C17	DETAILS - STREET IMPROVEMENTS DETAILS

PROJECT CONTACTS

OWNER-DEVELOPER

CITY OF WELLS
 525 SIXTH STREET
 WELLS, NEVADA 89835
 775-752-3355
 CONTACT:
 JASON PENGELLY
 EMAIL: citymanager@cityofwellsnv.com
 SAMMY NANCE
 EMAIL: finance@cityofwellsnv.com

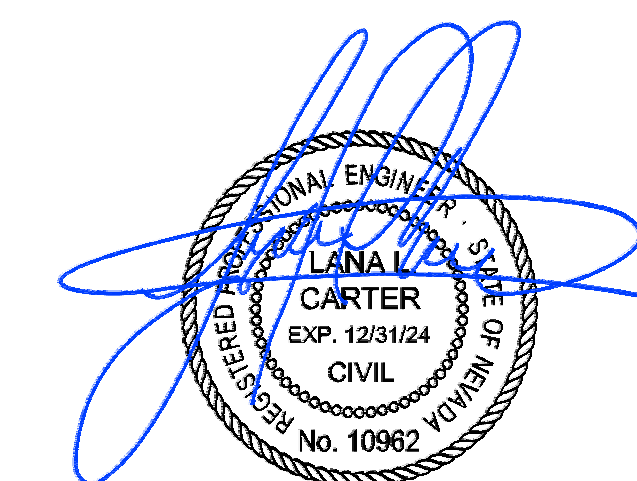


CIVIL ENGINEER

CARTER ENGINEERING, LLC
 P.O. BOX 794
 ELKO, NEVADA 89801
 CONTACT: LANA L. CARTER, P.E.
 (775) 397-2531
 EMAIL: lanalcarter@live.com

LAND SURVEYOR

HIGH DESERT ENGINEERING, LLC
 640 IDAHO STREET
 ELKO, NEVADA 89801
 CONTACT:
 BOB THIBAUT, P.E., P.L.S.
 (775) 738-4053
 EMAIL: bob@highdeserteng.com



3-17-24

PWP EL-2024-204

REVISION	DATE	DESCRIPTION

DESIGN BY: LLC
 DRAWN BY: LLC
 CHECKED BY: LLC
 DATE: 3-17-24
 JOB NO.: 30-2022
 DWG NO.: 2024-05

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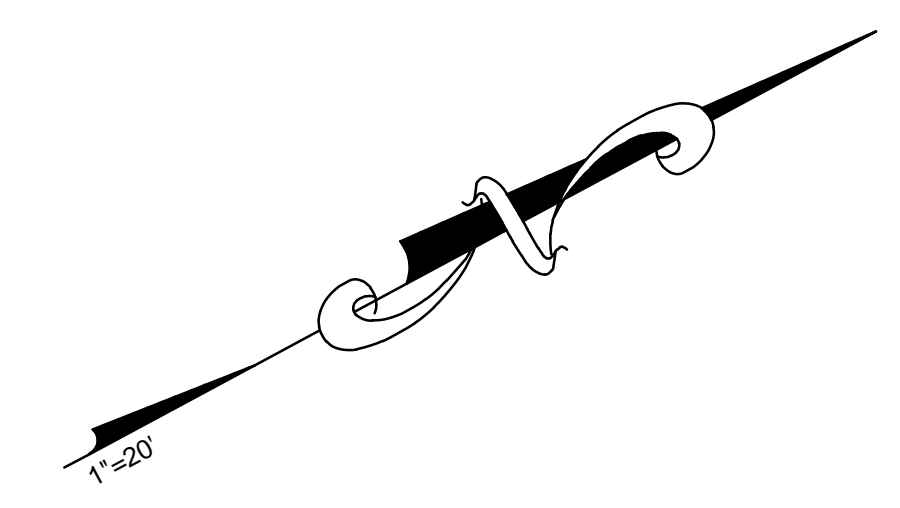
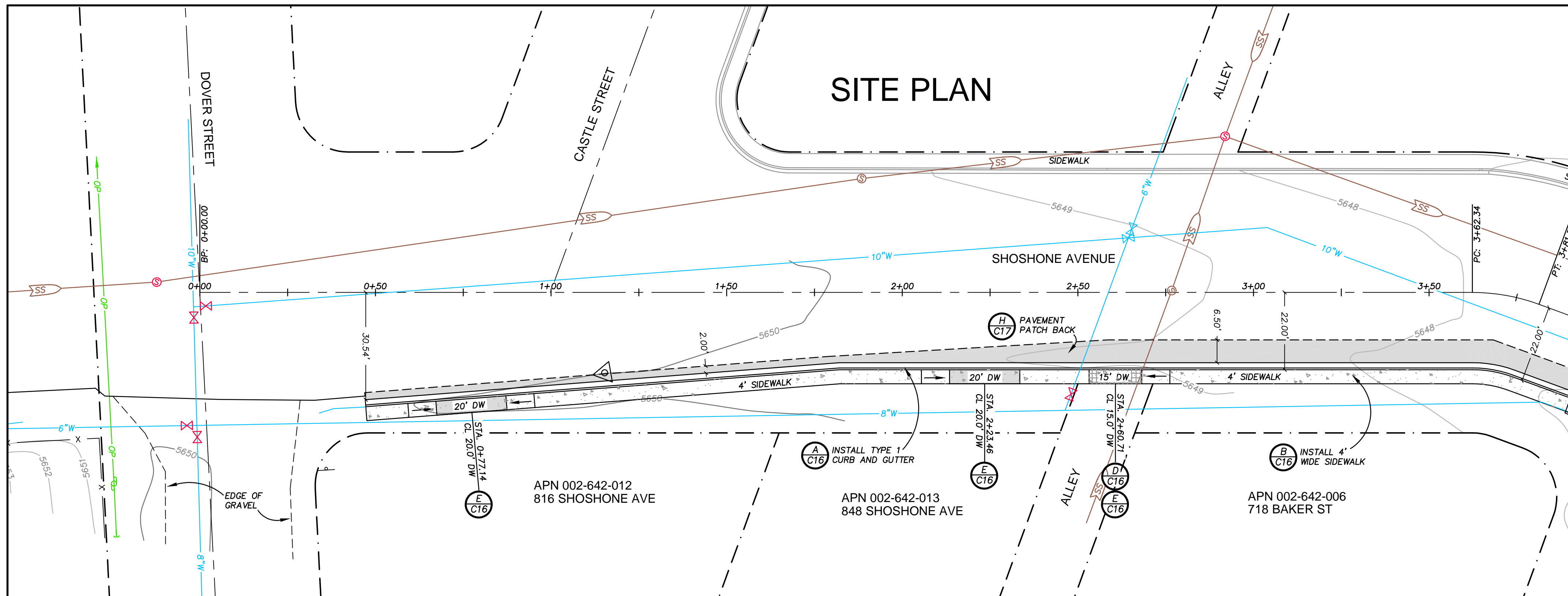
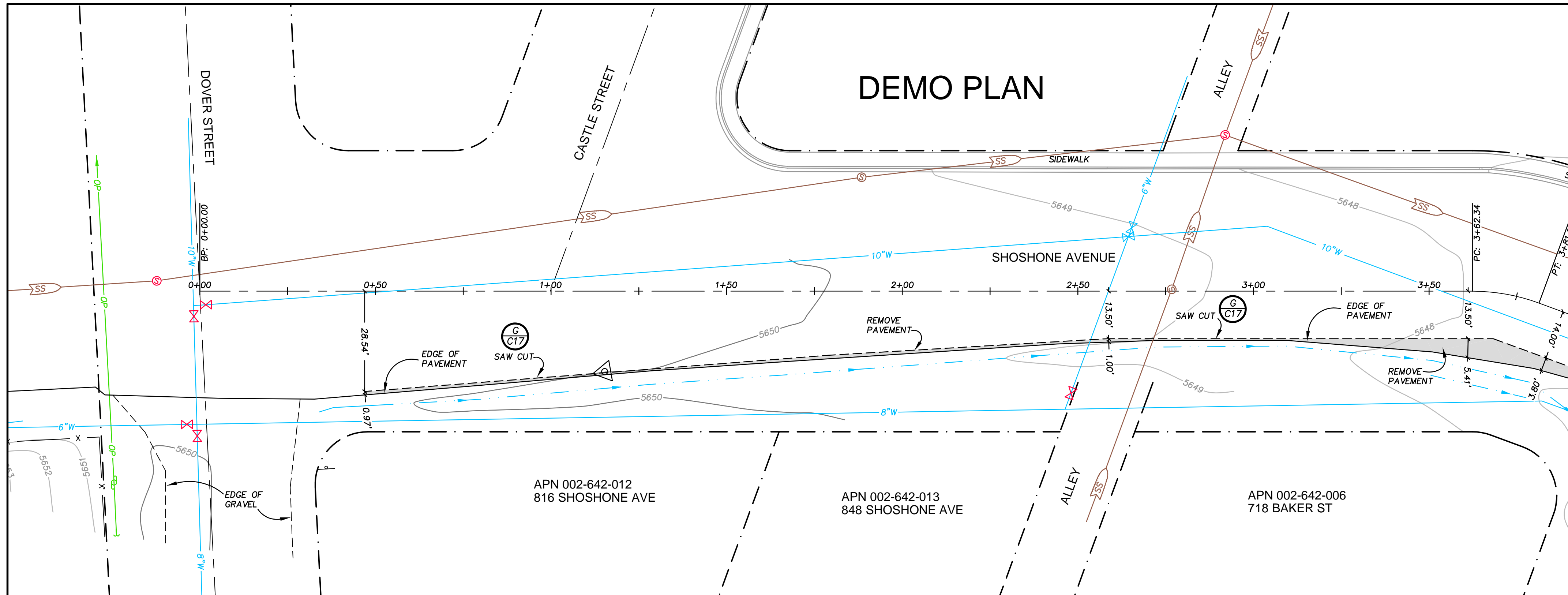
SHEET

C1

OF 17

CITY OF WELLS - SHOSHONE AVE
 CURB, GUTTER & SIDEWALK IMPROVEMENTS
 TITLE SHEET AND SPECIFICATIONS
 WELLS, NEVADA

Carter Engineering, LLC
 Civil Engineering
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 775-397-2531

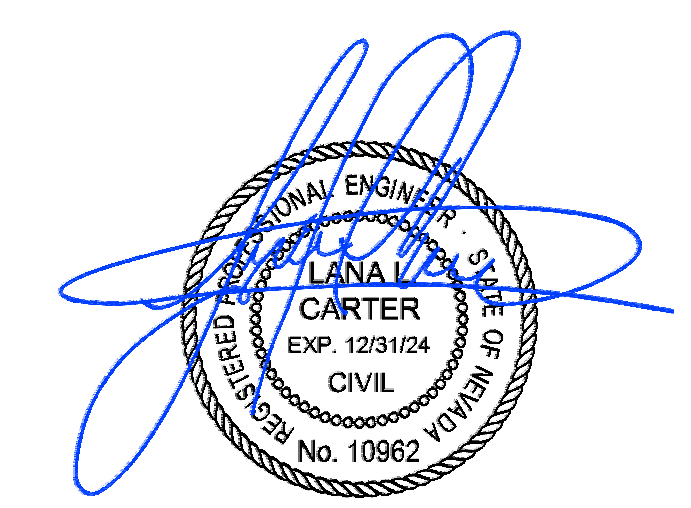


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11. ALL DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 705.



DESCRIPTION	DATE	REV

Carter Engineering, LLC
Civil Engineering
 P. O. Box 784
 Elko, Nevada 89803
 775-397-2531

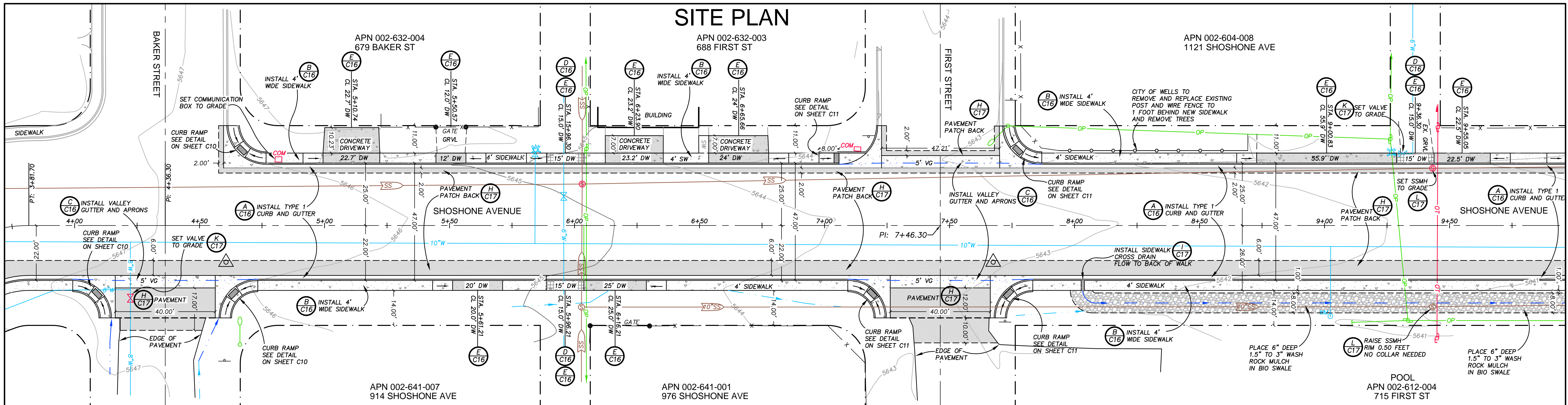
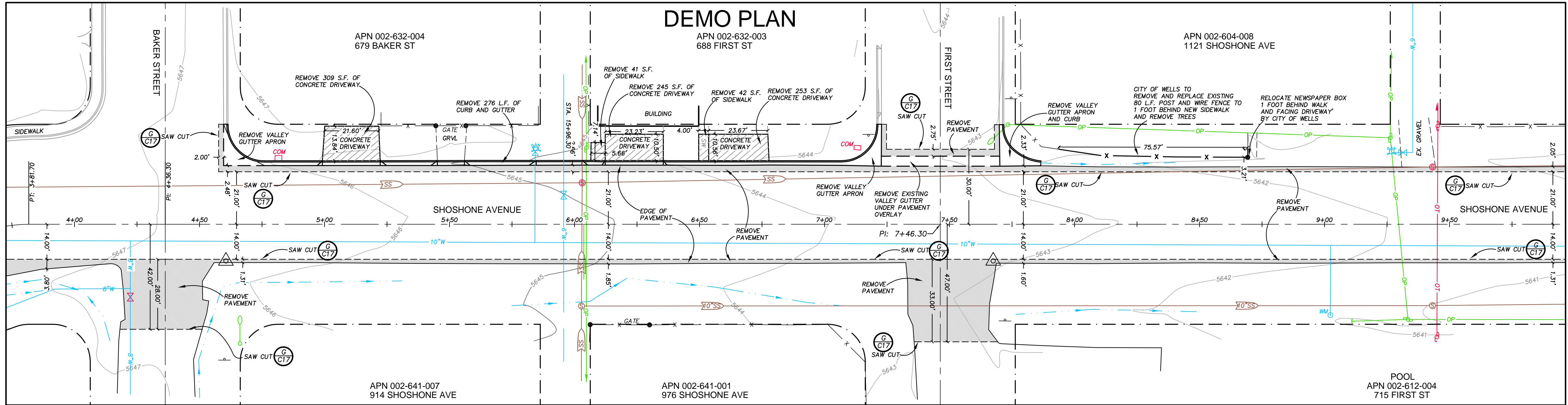
CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
DEMO AND SITE STA 0+00 TO 3+75
 WELLS, NEVADA

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 HORIZ: 1"=20'
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SHEET
C2
 OF 17

PWP EL-2024-204

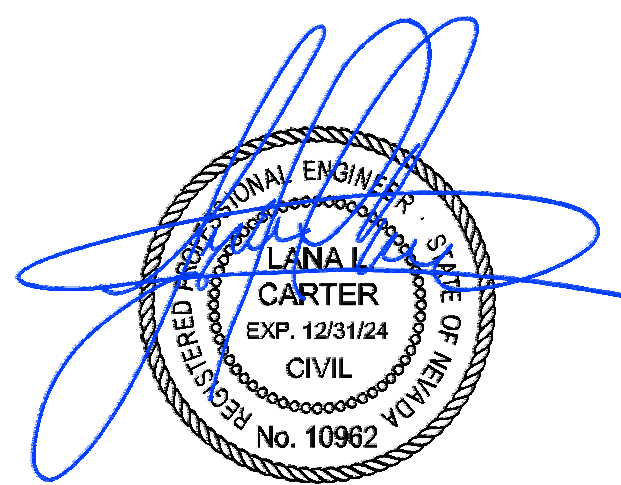
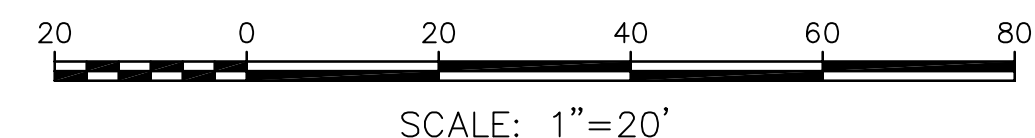
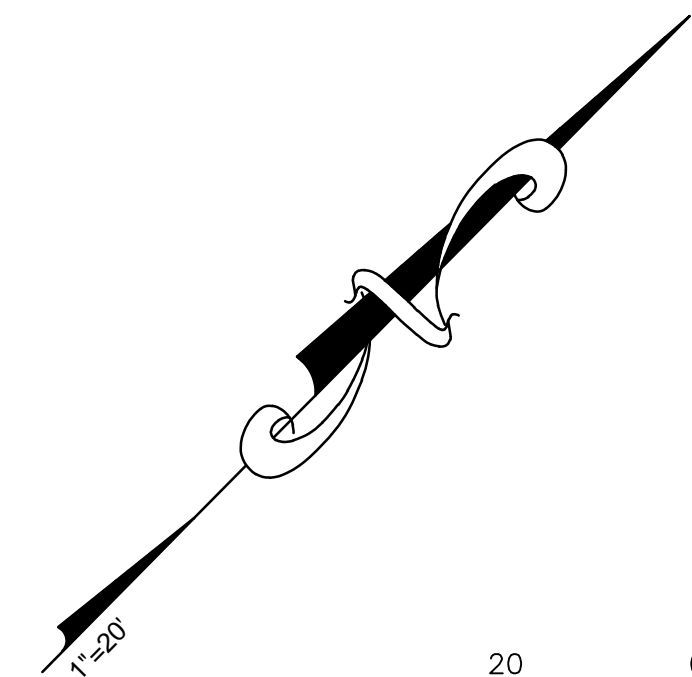


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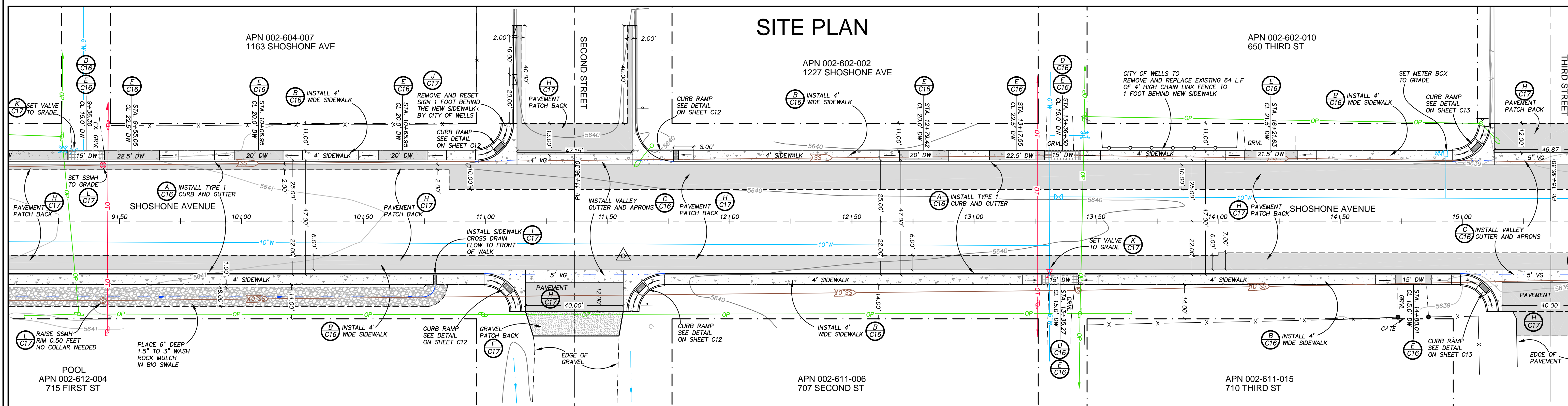
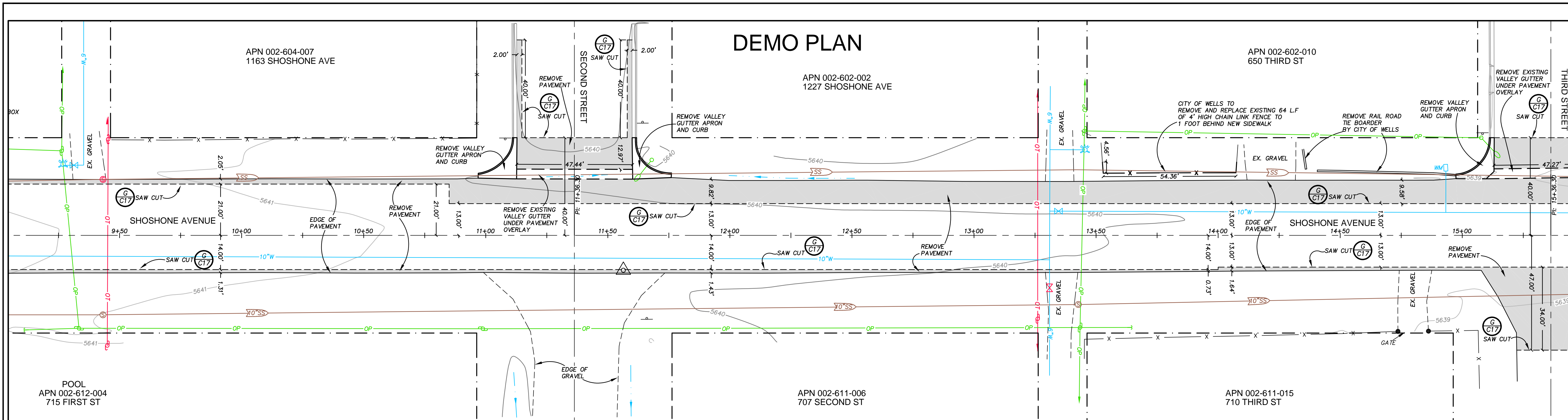
REV	DATE	DESCRIPTION

Carter Engineering, LLC
Civil Engineering
 P. O. Box 784
 Elko, Nevada 89803
 775-397-2531

CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
DEMO AND SITE STA 3+75 TO 9+75
 WELLS, NEVADA

DESIGN BY: LLC	DATE: 2024-05
DRAWN BY: LLC	JOB NO: 30-2022
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SCALE	HORIZ: 1"=20'
	VERT: N/A
SHEET C3	
OF 17	

PWP EL-2024-204

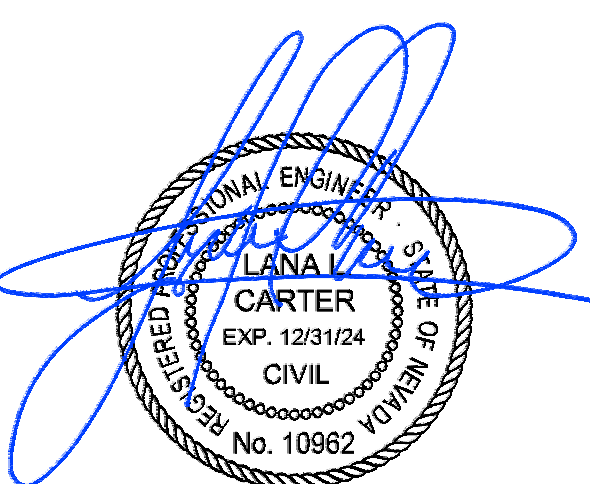
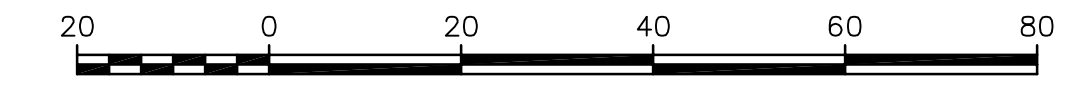
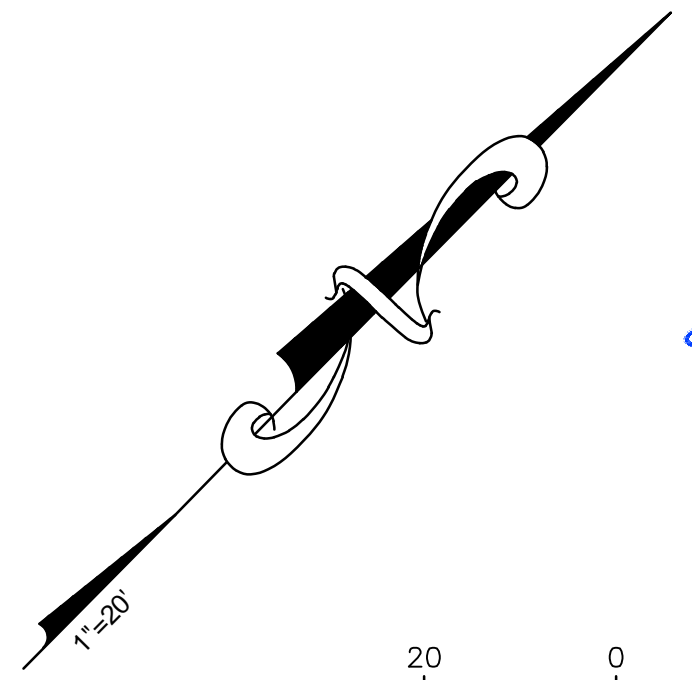


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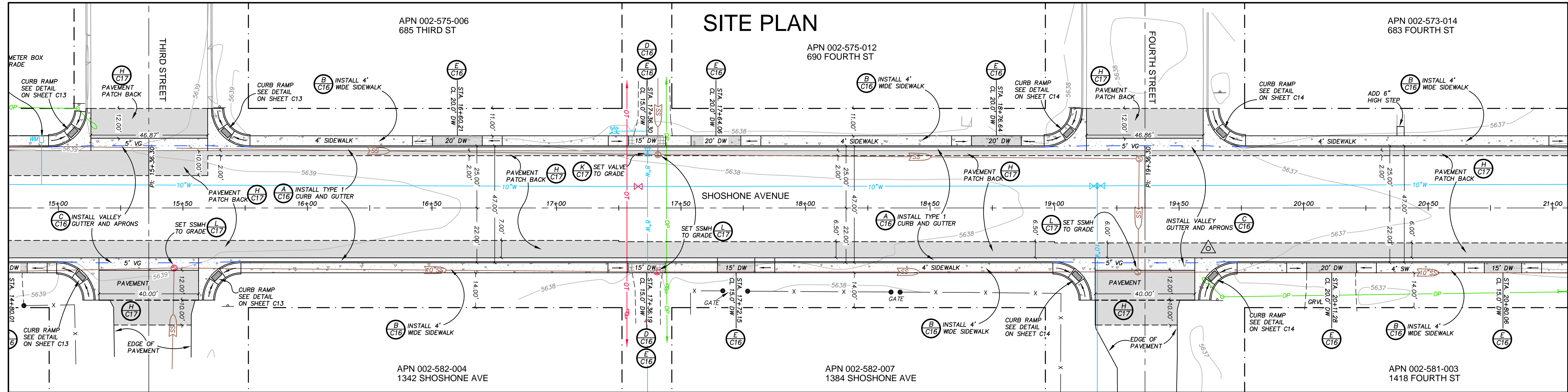
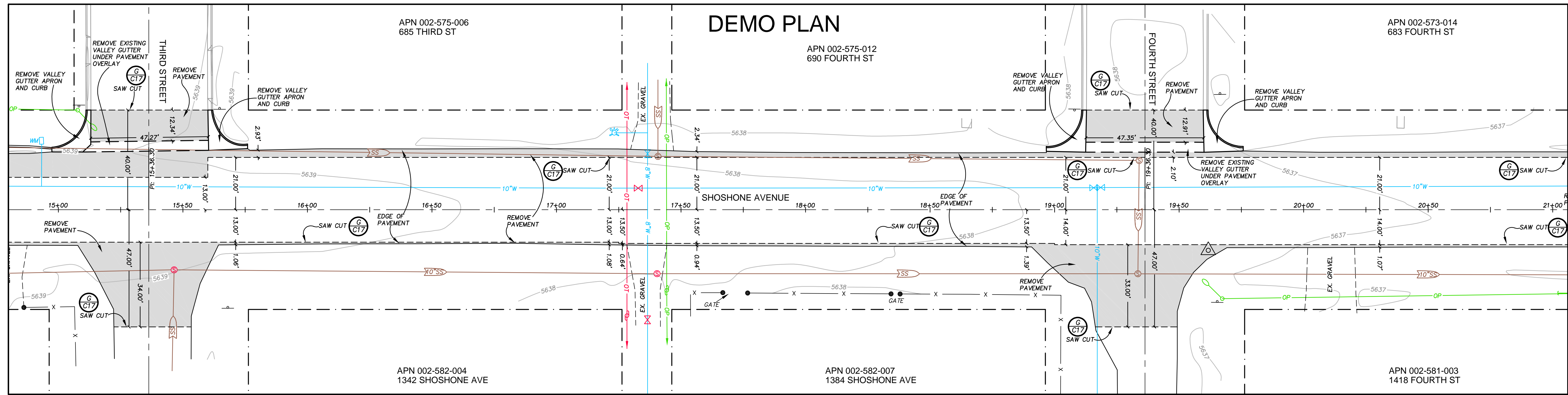


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CITY OF WELLS - SHOSHONE AVE CURB, GUTTER & SIDEWALK IMPROVEMENTS DEMO AND SITE STA 9+25 TO 15+25 WELLS, NEVADA					
SCALE HORIZ: 1"=20' VERT: N/A					
SHEET C4 OF 17					

Carter Engineering, LLC
Civil Engineering
 P. O. Box 784
 Elko, Nevada 89803
 775-397-2531

REV	DATE	DESCRIPTION

PWP EL-2024-204

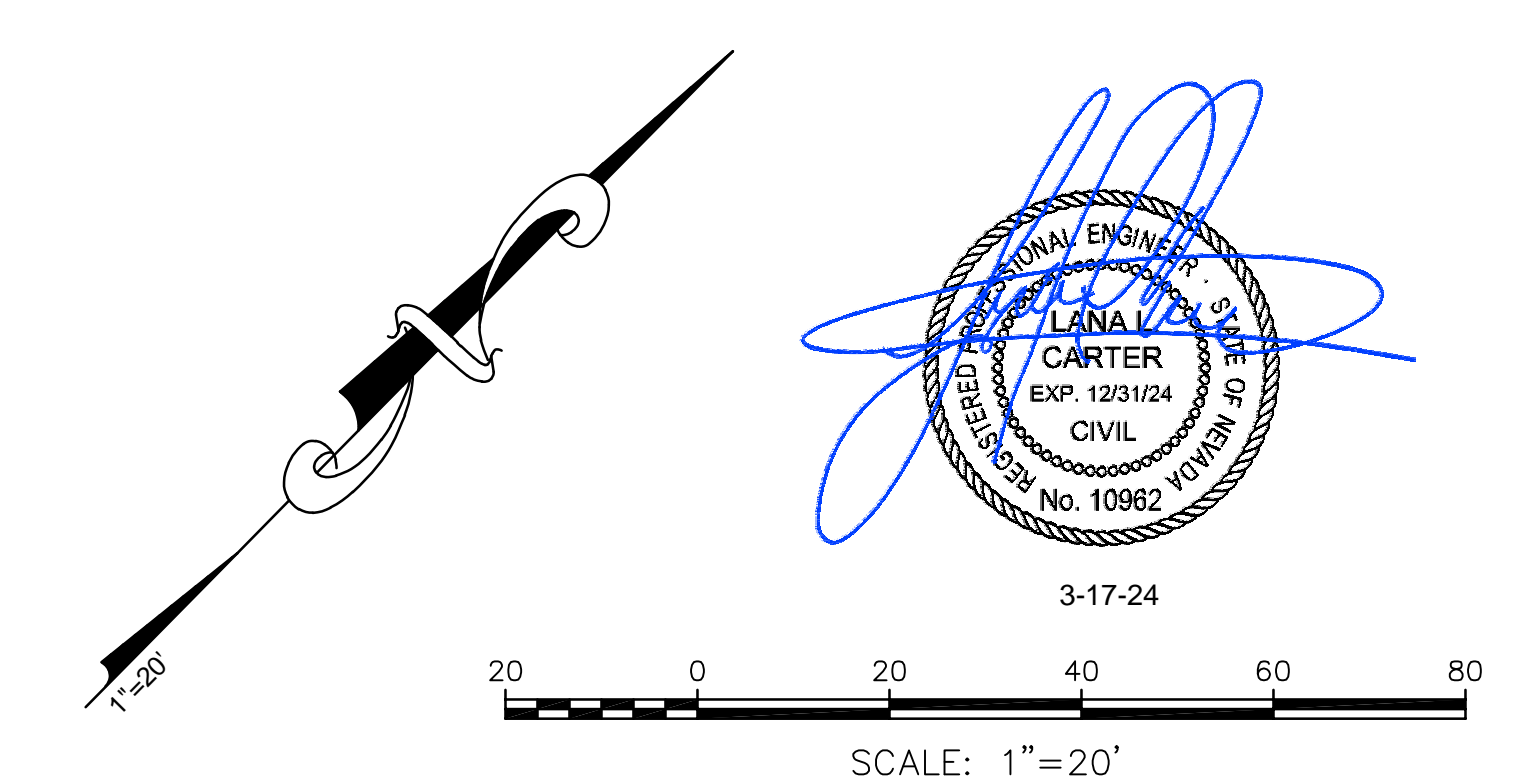


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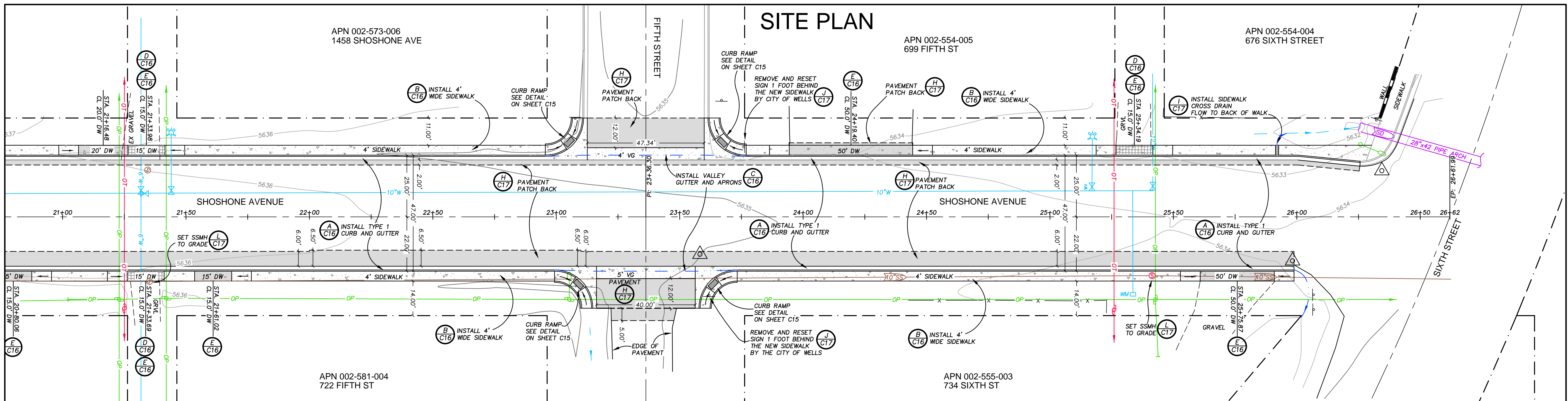
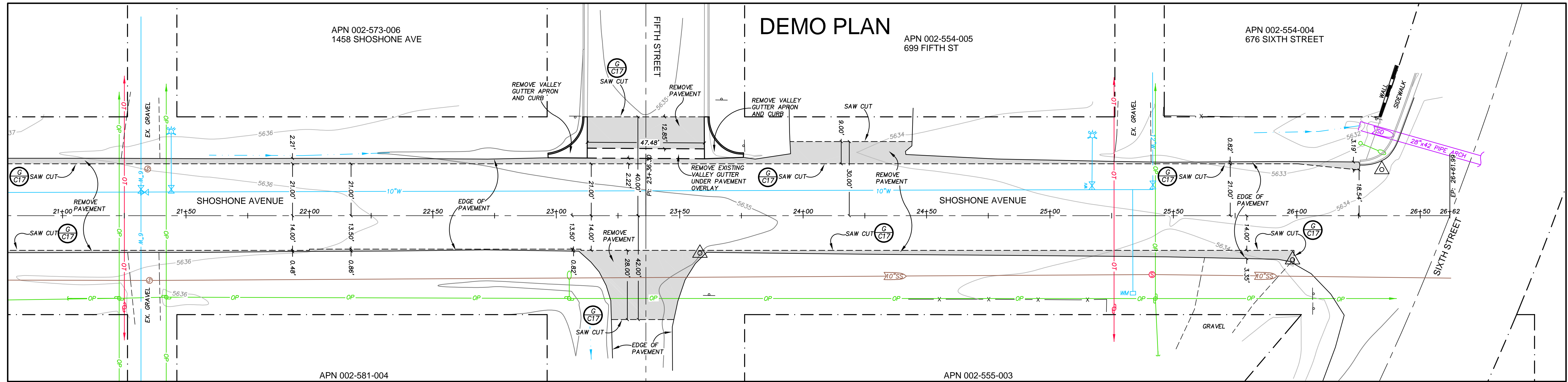
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PWP EL-2024-204

<p>Carter Engineering, LLC Civil Engineering P. O. Box 784 Elko, Nevada 89803 775-397-2531</p>	<p style="text-align: center;">CITY OF WELLS - SHOSHONE AVE CURB, GUTTER & SIDEWALK IMPROVEMENTS DEMO AND SITE STA 15+00 - 21+00 WELLS, NEVADA</p>															
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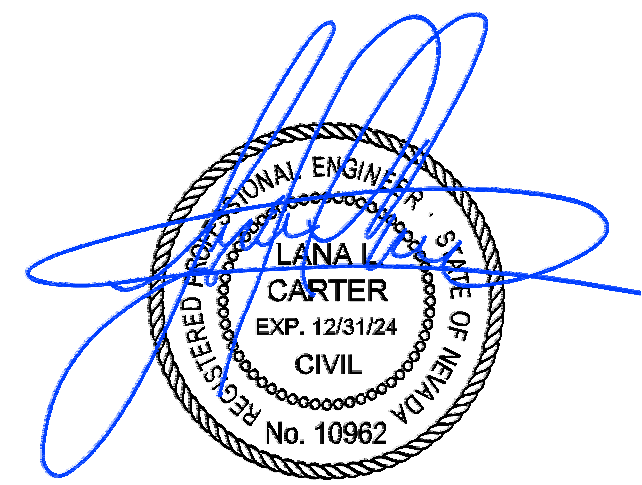
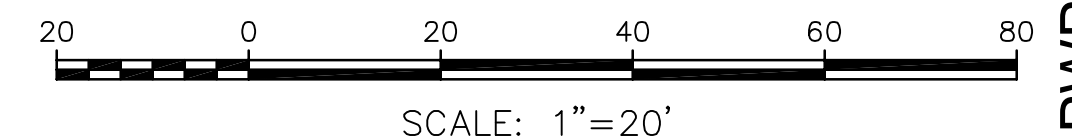
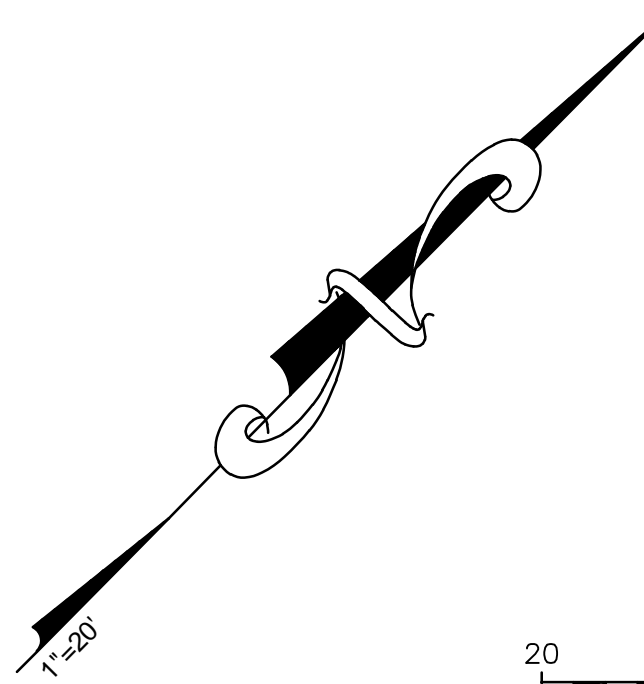


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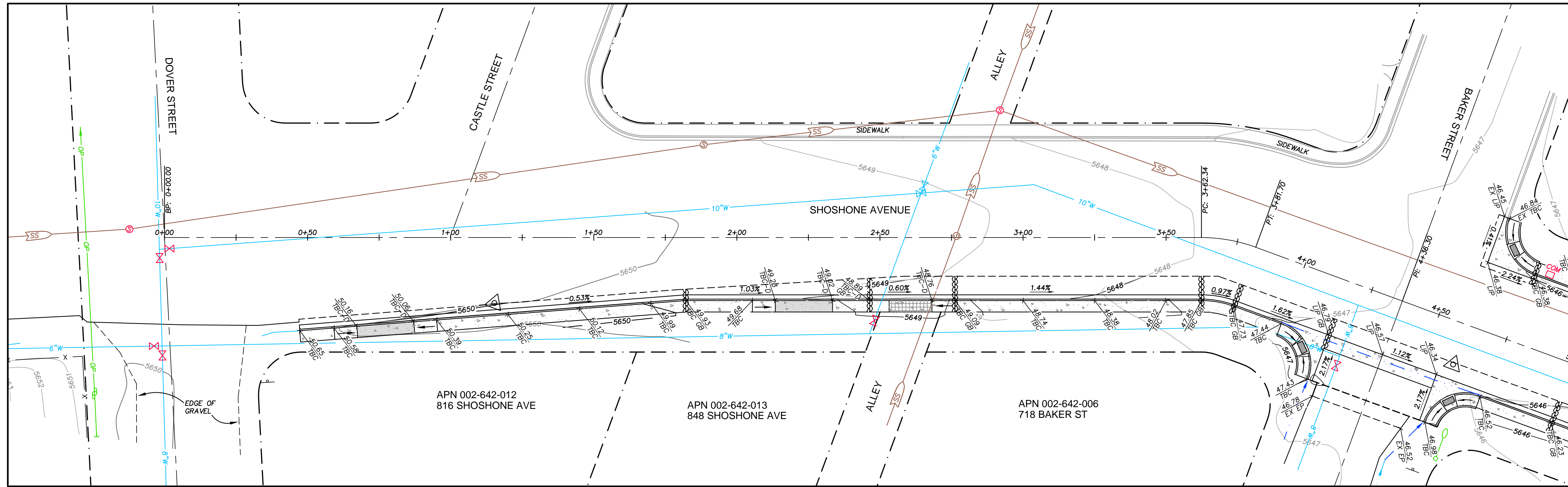
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 Elko, Nevada 89803
 775-397-2531

CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
DEMO AND SITE STA 21+00 - 26+50
 WELLS, NEVADA

DESIGN BY:	LLC
DRAWN BY:	LLC
CHECKED BY:	LLC
DATE:	3-17-24
JOB NO.:	30-2022
DWG NO.:	2024-05

SCALE
 HORIZ: 1"=20'
 VERT: N/A

SHEET
C6
 OF 17

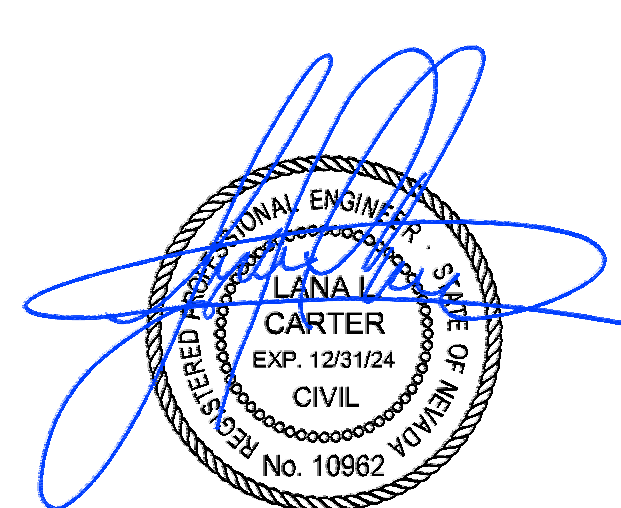
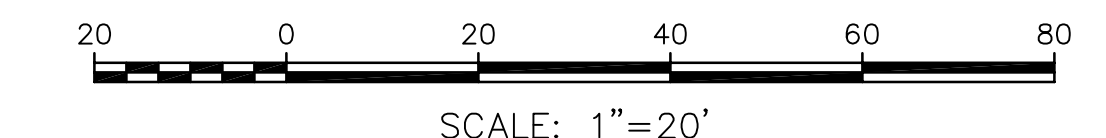
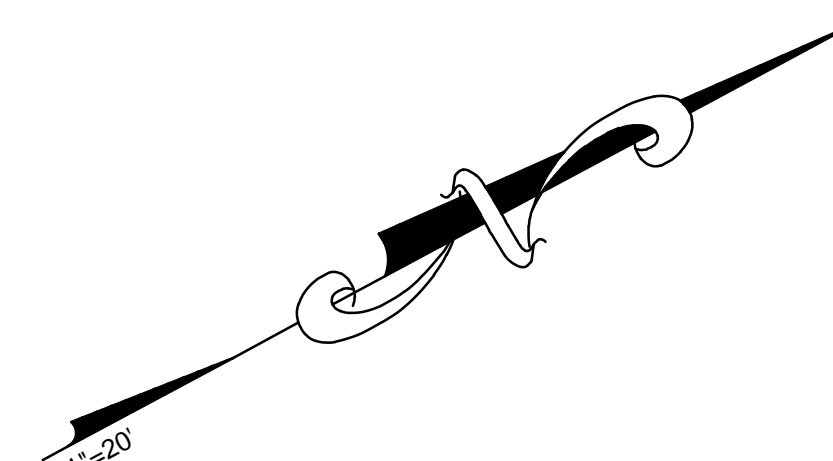


ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
FL	FLOW LINE
GB	GRADE BREAK
GRVL	GRAVEL
LIP	LIP OF GUTTER PAN
PVMT	FINISH GRADE PAVEMENT
SW	SIDEWALK
TBC	TOP BACK OF CURB
TBC-D	DEPRESSED TOP BACK OF CURB
TC	TOP OF CONCRETE

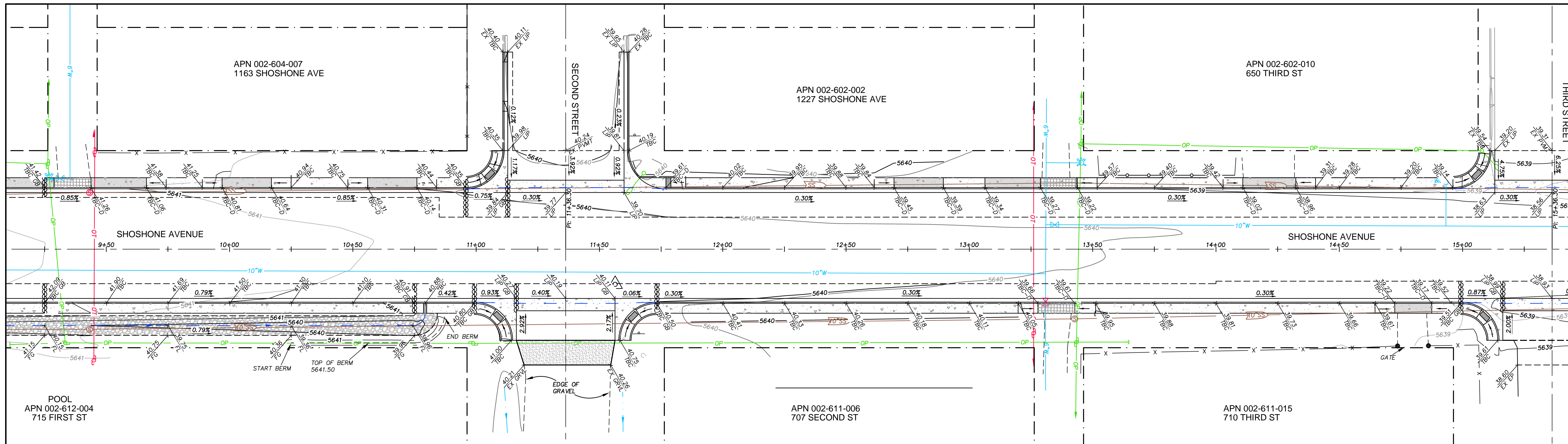
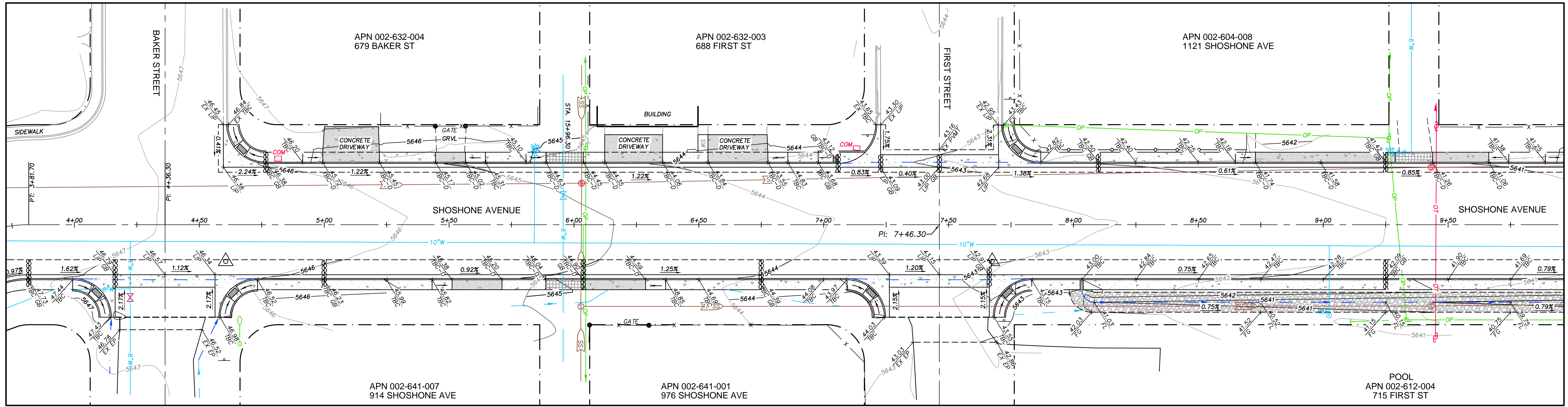
GRADING NOTES

1. ADD 5600 FEET TO SPOT ELEVATIONS.
2. THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.



PWP EL-2024-204

DESIGN BY:	LLC						
DRAWN BY:	LLC						
CHECKED BY:	LLC						
DATE:	3-17-24						
JOB NO.:	30-2022						
DWG. NO.:	2024-05						
<p>CITY OF WELLS - SHOSHONE AVE CURB, GUTTER & SIDEWALK IMPROVEMENTS GRADING PLAN STA 0+00 - 4+75 WELLS, NEVADA</p>							
<p>Carter Engineering, LLC Civil Engineering P. O. Box 784 Elko, Nevada 89803 775-397-2531</p>							
<p>SCALE HORIZ: 1"=20' VERT: N/A</p>							
<p>SHEET C7 OF 17</p>							
REV	DATE	DESCRIPTION					

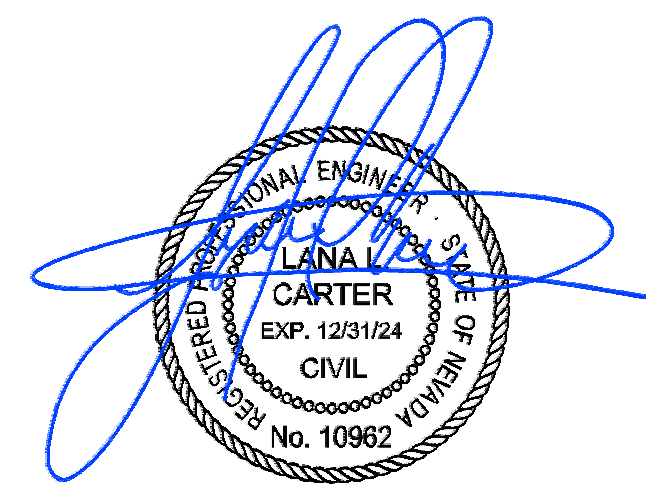
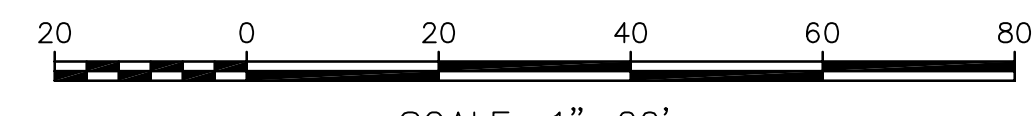
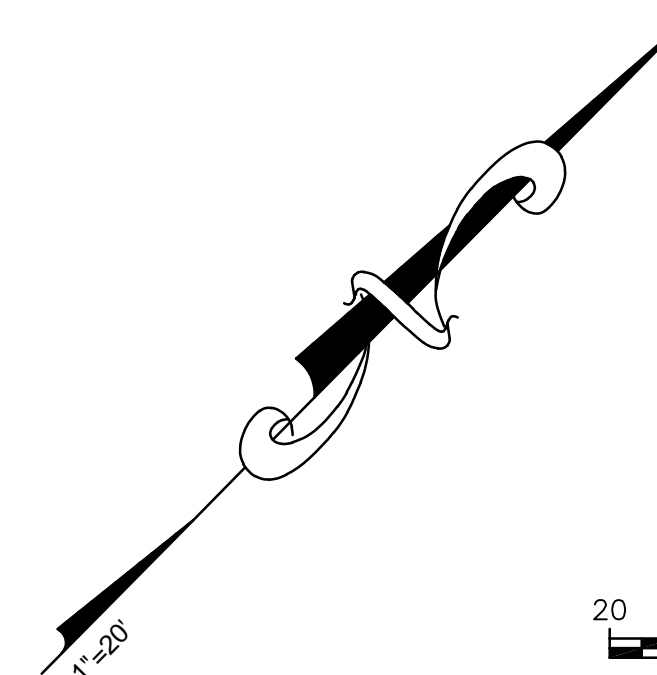


ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
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LIP	LIP OF GUTTER PAN
PVMT	FINISH GRADE PAVEMENT
SW	SIDEWALK
TBC	TOP BACK OF CURB
TBC-D	DEPRESSED TOP BACK OF CURB
TC	TOP OF CONCRETE

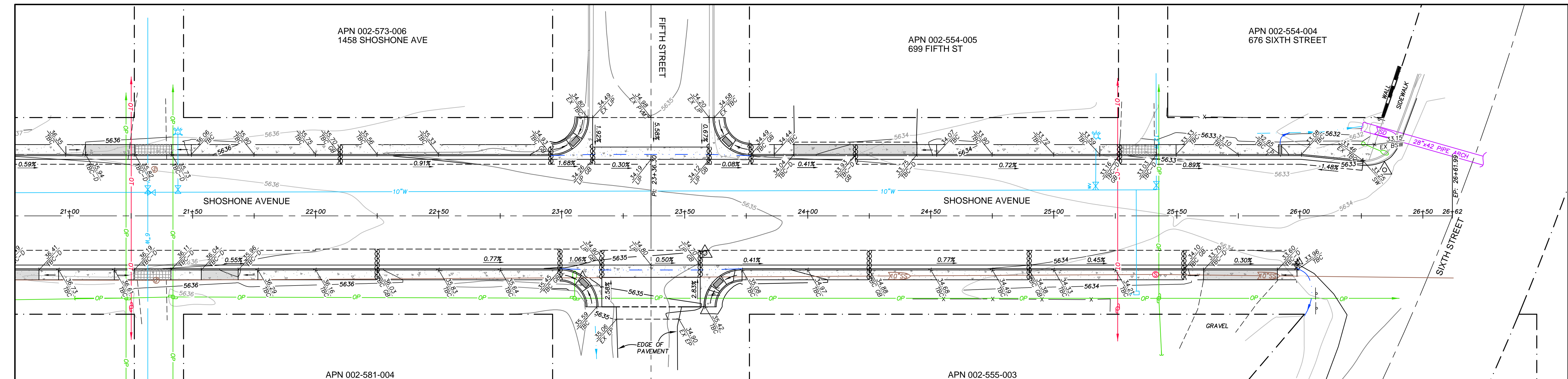
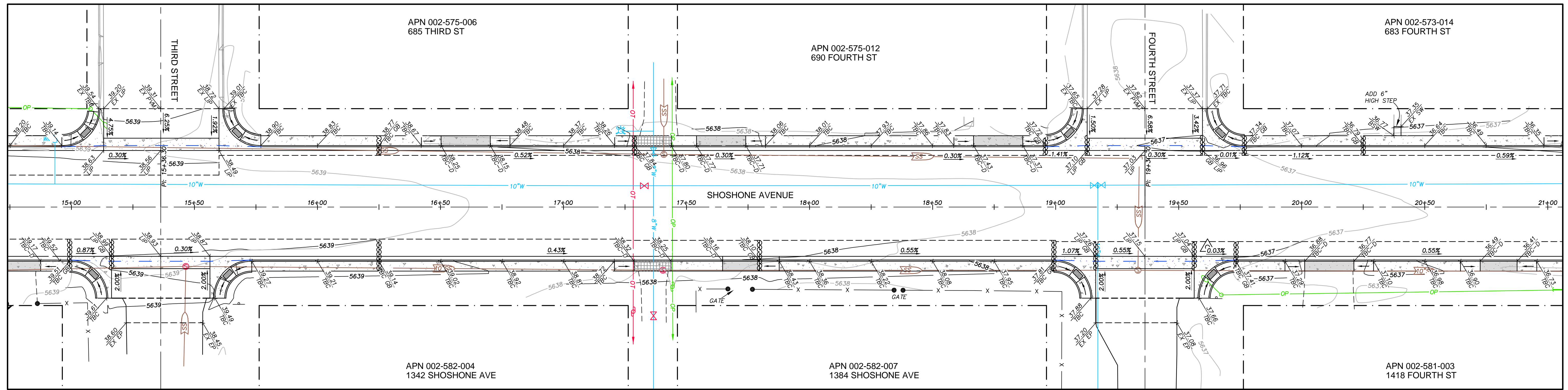
GRADING NOTES

1. ADD 5600 FEET TO SPOT ELEVATIONS.
2. THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.



PWP EL-2024-204

<p>Carter Engineering, LLC Civil Engineering P. O. Box 784 Elko, Nevada 89803 775-397-2531</p>	<p>CITY OF WELLS - SHOSHONE AVE CURB, GUTTER & SIDEWALK IMPROVEMENTS GRADING PLAN STA 3+75 - 15+50 WELLS, NEVADA</p>
<p>DESIGN BY: LLC DRAWN BY: LLC CHECKED BY: LLC DATE: 3-17-24 JOB NO: 30-2022 DWG NO: 2024-05</p>	<p>SCALE HORIZ: 1"=20' VERT: N/A</p>
<p>3-17-24</p>	
<p>SHEET C8</p>	
<p>OF 17</p>	

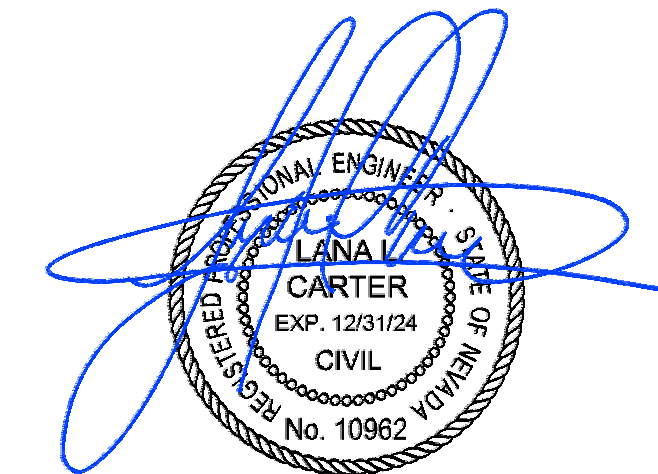
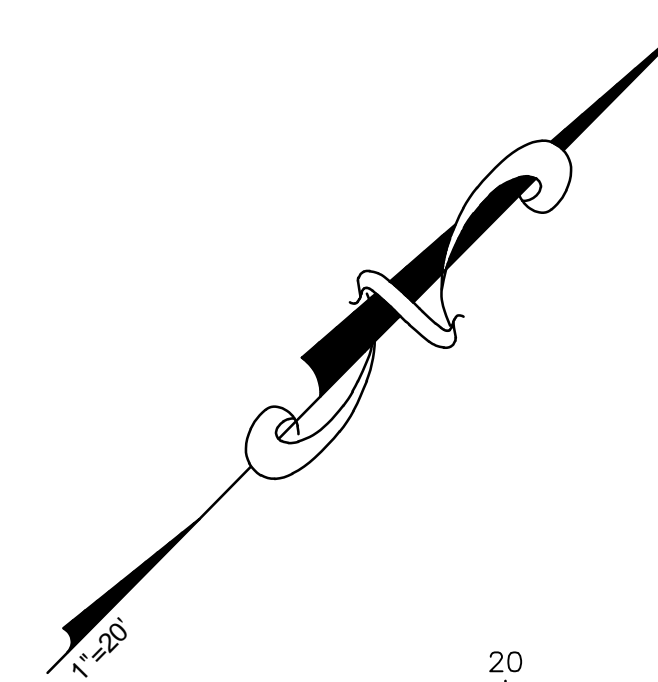


ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
FL	FLOW LINE
GB	GRADE BREAK
GRVL	GRAVEL
LIP	LIP OF GUTTER PAN
PVMT	FINISH GRADE PAVEMENT
SW	SIDEWALK
TBC	TOP BACK OF CURB
TBC-D	DEPRESSED TOP BACK OF CURB
TC	TOP OF CONCRETE

GRADING NOTES

1. ADD 5600 FEET TO SPOT ELEVATIONS.
2. THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.



3-17-24

PWP EL-2024-204

REV	DATE	DESCRIPTION

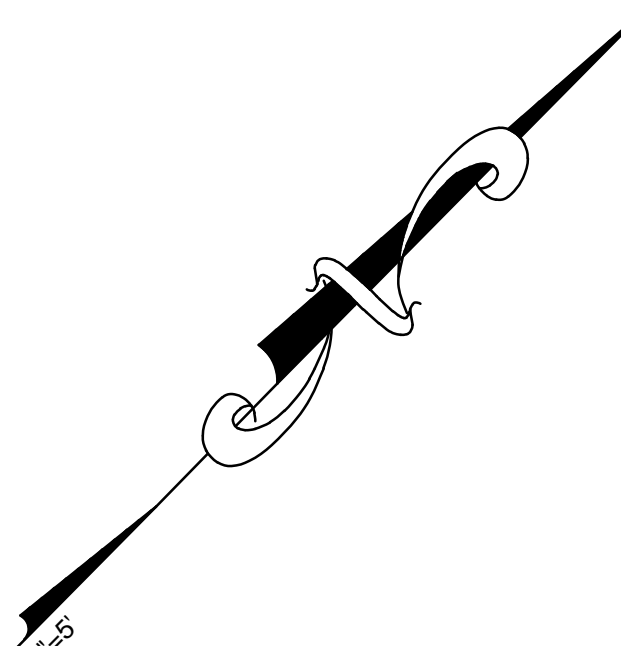
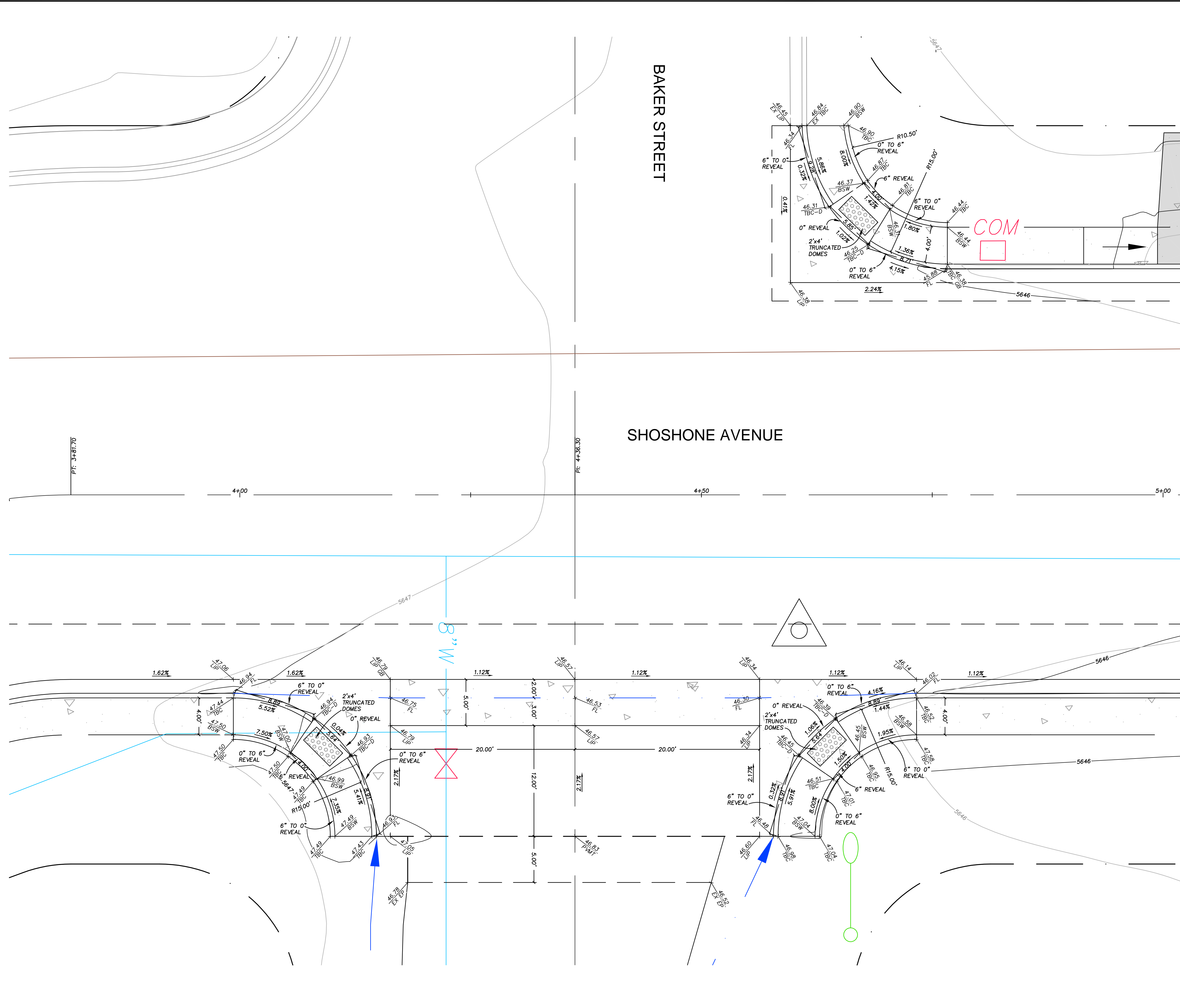
Carter Engineering, LLC
Civil Engineering
 P. O. Box 784
 Elko, Nevada 89803
 775-397-2531

CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
GRADING PLAN STA 15+00 - 26+50
 WELLS, NEVADA

DESIGN BY:	LLC
DRAWN BY:	LLC
CHECKED BY:	LLC
DATE:	3-17-24
JOB NO.:	30-2022
DWG. NO.:	2024-05

SCALE
HORIZ: 1"=20'
VERT: N/A

SHEET
C9
 OF 17



GRADING NOTES

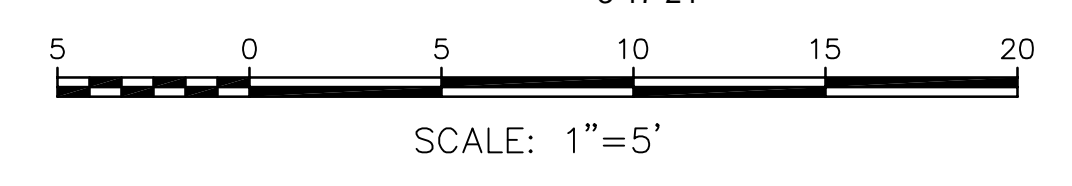
- ADD 5600 FEET TO SPOT ELEVATIONS.
- THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.

ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
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GRVL	GRAVEL
LIP	LIP OF GUTTER PAN
PVMT	FINISH GRADE PAVEMENT
SW	SIDEWALK
TBC	TOP BACK OF CURB
TBC-D	DEPRESSED TOP BACK OF CURB
TC	TOP OF CONCRETE

SITE NOTES:

- ALL P.C.C. CURB, GUTTER, SIDEWALK, REINFORCED CONCRETE PAD AND CONCRETE RETAINING SHALL BE A MINIMUM OF 6 SACK OF CEMENT PER CUBIC YARD OF CONCRETE (4000 P.S.I.), 4.5% - 7.5% AIR, MAXIMUM SLUMP OF 4" AND WATER/CEMENT RATIO OF 0.45.
- ALL CONCRETE CURB & GUTTER SHALL HAVE WEAKENED PLANE JOINTS EVERY 10' AND SIDEWALK SHALL HAVE WEAKENED PLANE JOINTS EVERY 5'.
- EXPANSION JOINTS 1/2" WIDE SHALL BE LOCATED IN CURBS & GUTTERS AT EACH SIDE OF STRUCTURES, AT ENDS OF ALL CURB RETURNS, ABUTTING HARDENED IN-PLACE CURB & GUTTER AND EVERY 90'.
- EXPANSION JOINTS IN SIDEWALKS SHALL BE PLACED AT ALL TANGENT POINTS, CURB RETURNS AND AT EVERY 30 FEET.
- AGGREGATE BASE UNDER CONCRETE AND PAVEMENT SHALL CONFORM TO THE SPECIFICATIONS FOR TYPE 2, CLASS B AGGREGATE BASE AND COMPACTED TO A MINIMUM 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D 1557.
- SUBGRADE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557. SUBGRADE UNDER BITUMINOUS PAVEMENT SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 95% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING 811 USA NORTH AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- IN THE DESIGNATED DEMOLITION AREAS THE EXISTING CONCRETE OR PAVEMENT AND AGGREGATE BASE SHALL BE REMOVED TO SUBGRADE FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS.
- ALL DEMOLITION SHALL BE PER SECTION 300 AND 301 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION.
- SEE SHEET C16 FOR DETAILS ON CURB AND GUTTER, SIDEWALK, P.C.C. VALLEY GUTTER AND APRON, ALLEY APRON, AND DRIVE WAY APPROACH.
- SEE SHEET C17 FOR DETAILS ON GRAVEL SECTION, PAVEMENT SAW CUT AND JOIN, PAVEMENT SECTION, SIDEWALK CROSS DRAIN, STREET AND STOP SIGN, VALVE BOX AND SEWER MANHOLE COLLAR.
- ALL SIDEWALKS AND CURB RETURNS SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
- ALL DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 705.



	DESCRIPTION
	DATE
	REV

Carter Engineering, LLC
Civil Engineering
P. O. Box 784
Elko, Nevada 89803
775-397-2531

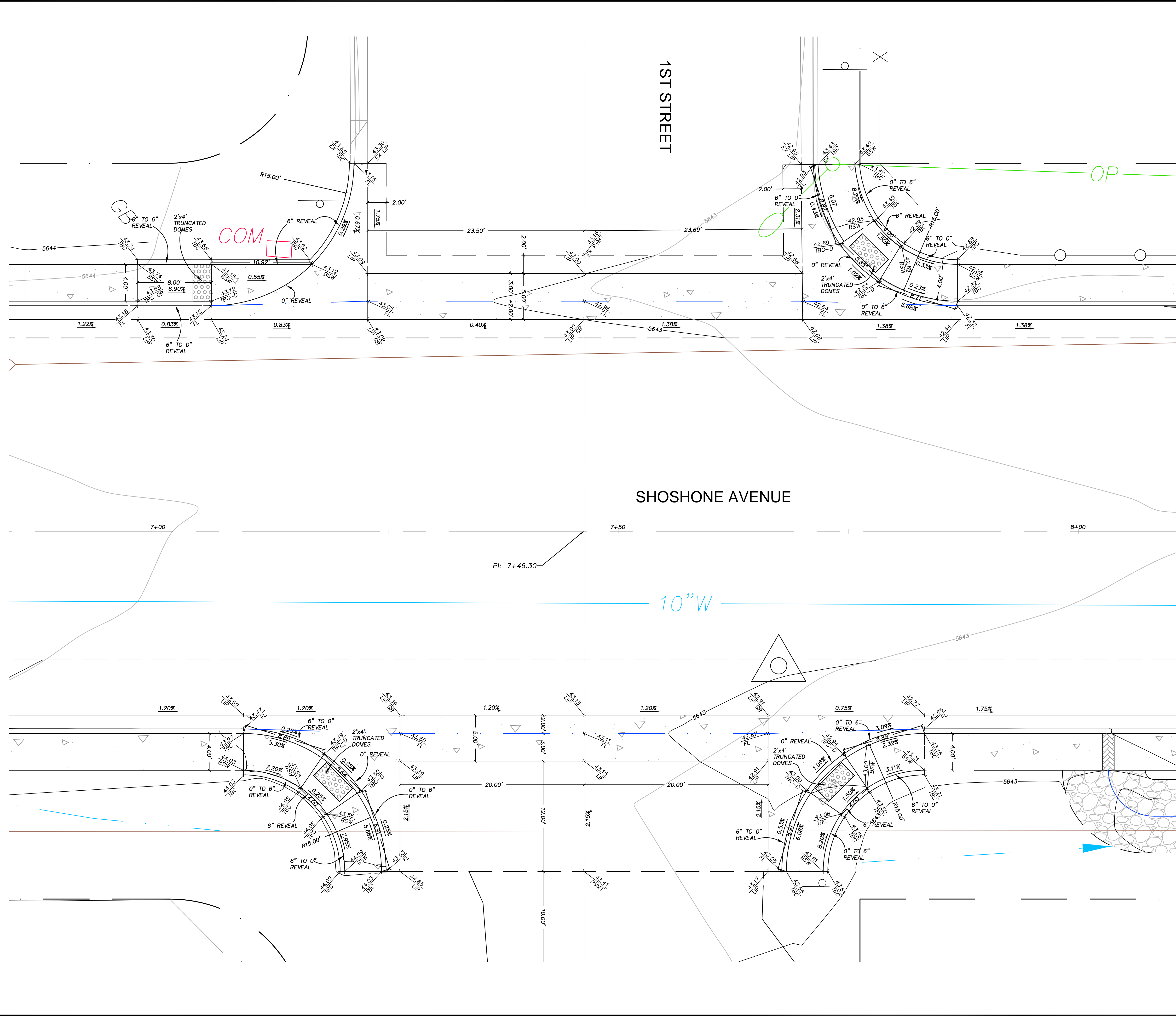
CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
CURB RETURN DETAILS - BAKER ST
WELLS, NEVADA

DESIGN BY: LLC	DATE: 2024-05
DRAWN BY: LLC	JOB NO: 30-2022
CHECKED BY: LLC	DATE: 3-17-24

SCALE
HORIZ: 1"=5'
VERT: N/A

SHEET
C10
OF 17

PWP EL-2024-204



GRADING NOTES

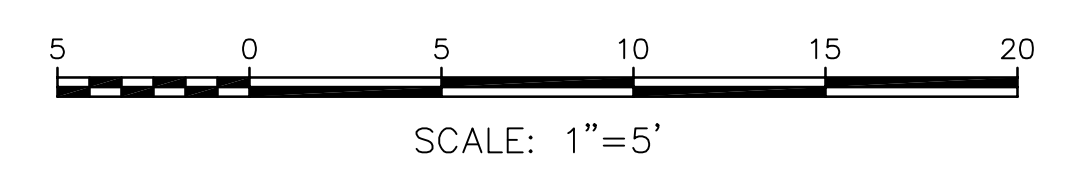
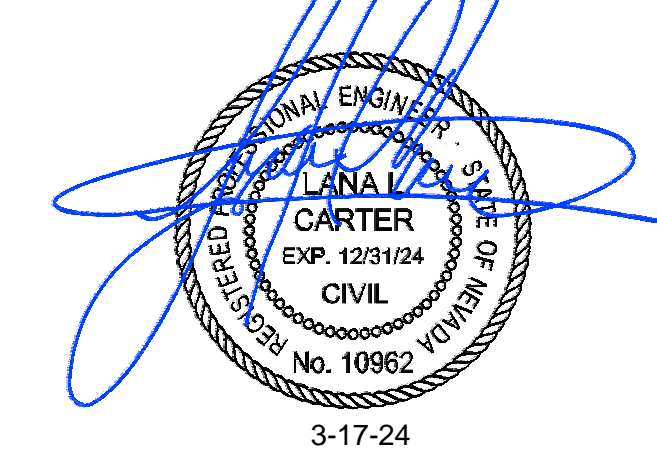
- ADD 5600 FEET TO SPOT ELEVATIONS.
- THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.

ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
FL	FLOW LINE
GB	GRADE BREAK
GRVL	GRAVEL
LIP	LIP OF GUTTER PAN
PVMT	FINISH GRADE PAVEMENT
SW	SIDEWALK
TBC	TOP BACK OF CURB
TBC-D	DEPRESSED TOP BACK OF CURB
TC	TOP OF CONCRETE

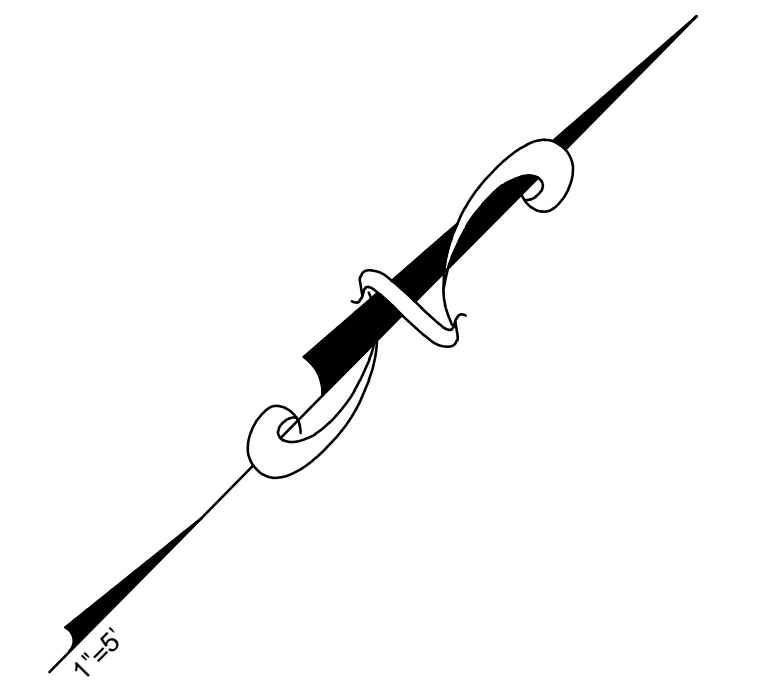
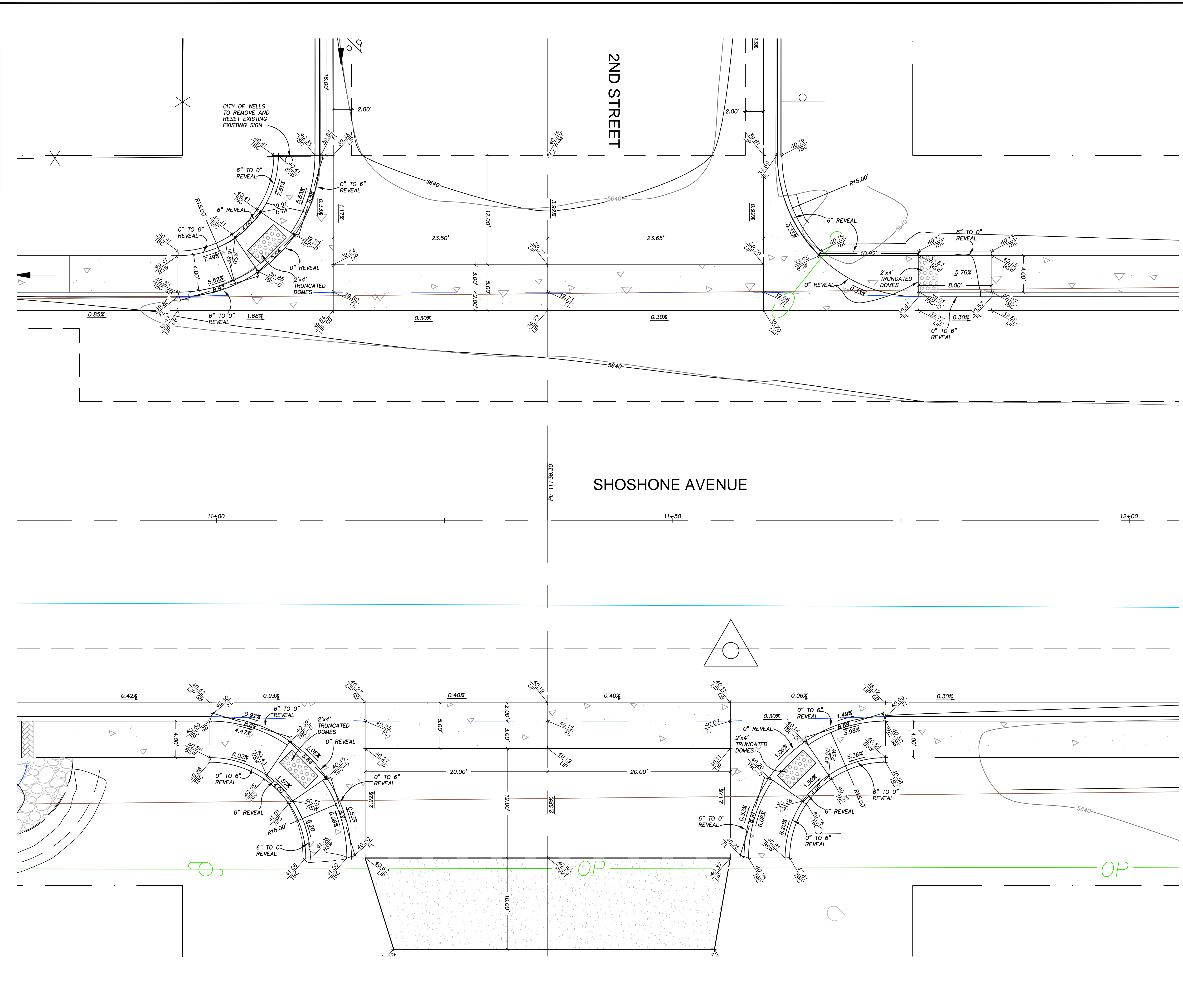
SITE NOTES:

- ALL P.C.C. CURB, GUTTER, SIDEWALK, REINFORCED CONCRETE PAD AND CONCRETE RETAINING SHALL BE A MINIMUM OF 6 SACK OF CEMENT PER CUBIC YARD OF CONCRETE (4000 P.S.I.), 4.5% - 7.5% AIR, MAXIMUM SLUMP OF 4" AND WATER/CEMENT RATIO OF 0.45.
- ALL CONCRETE CURB & GUTTER SHALL HAVE WEAKENED PLANE JOINTS EVERY 10' AND SIDEWALK SHALL HAVE WEAKENED PLANE JOINTS EVERY 5'.
- EXPANSION JOINTS 1/2" WIDE SHALL BE LOCATED IN CURBS & GUTTERS AT EACH SIDE OF STRUCTURES, AT ENDS OF ALL CURB RETURNS, ABUTTING HARDENED IN-PLACE CURB & GUTTER AND EVERY 90'.
- EXPANSION JOINTS IN SIDEWALKS SHALL BE PLACED AT ALL TANGENT POINTS, CURB RETURNS AND AT EVERY 30 FEET.
- AGGREGATE BASE UNDER CONCRETE AND PAVEMENT SHALL CONFORM TO THE SPECIFICATIONS FOR TYPE 2, CLASS B AGGREGATE BASE AND COMPACTED TO A MINIMUM 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D 1557.
- SUBGRADE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557. SUBGRADE UNDER BITUMINOUS PAVEMENT SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 95% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING 811 USA NORTH AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- IN THE DESIGNATED DEMOLITION AREAS THE EXISTING CONCRETE OR PAVEMENT AND AGGREGATE BASE SHALL BE REMOVED TO SUBGRADE FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS.
- ALL DEMOLITION SHALL BE PER SECTION 300 AND 301 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION.
- SEE SHEET C16 FOR DETAILS ON CURB AND GUTTER, SIDEWALK, P.C.C. VALLEY GUTTER AND APRON, ALLEY APRON, AND DRIVE WAY APPROACH.
- SEE SHEET C17 FOR DETAILS ON GRAVEL SECTION, PAVEMENT SAW CUT AND JOIN, PAVEMENT SECTION, SIDEWALK CROSS DRAIN, STREET AND STOP SIGN, VALVE BOX AND SEWER MANHOLE COLLAR.
- ALL SIDEWALKS AND CURB RETURNS SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
- ALL DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 705.



<p>Carter Engineering, LLC Civil Engineering P. O. Box 784 Elko, Nevada 89803 775-397-2531</p>	<p>CITY OF WELLS - SHOSHONE AVE CURB, GUTTER & SIDEWALK IMPROVEMENTS CURB RETURN DETAILS - 1ST ST WELLS, NEVADA</p>
DESIGN BY: LLC DRAWN BY: LLC CHECKED BY: LLC DATE: 3-17-24 JOB NO: 30-2022 DWG NO: 2024-05	DESCRIPTION: DATE: REV:
SCALE HORIZ: 1"=5' VERT: N/A	
SHEET C11 OF 17	

PWP EL-2024-204



GRADING NOTES

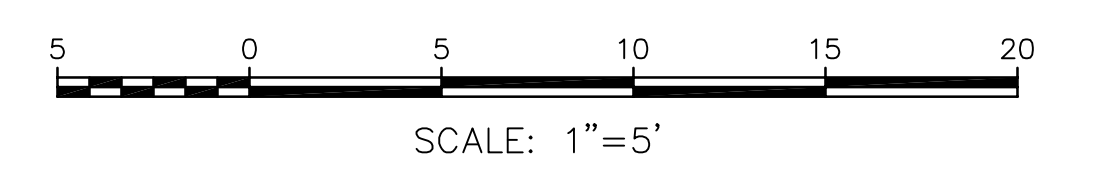
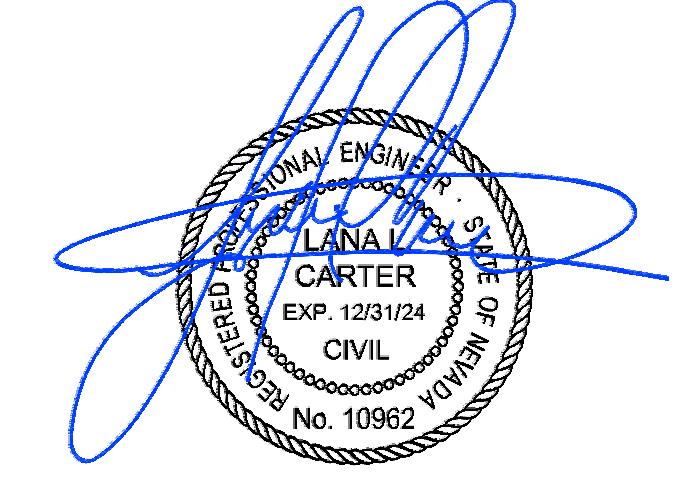
1. ADD 5600 FEET TO SPOT ELEVATIONS.
2. THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.

ABBREVIATIONS FOR SPOT ELEVATIONS


BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
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SW	SIDEWALK
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TC	TOP OF CONCRETE

SITE NOTES:

1. ALL P.C.C. CURB, GUTTER, SIDEWALK, REINFORCED CONCRETE PAD AND CONCRETE RETAINING SHALL BE A MINIMUM OF 6 SACK OF CEMENT PER CUBIC YARD OF CONCRETE (4000 P.S.I.), 4.5% - 7.5% AIR, MAXIMUM SLUMP OF 4" AND WATER/CEMENT RATIO OF 0.45.
2. ALL CONCRETE CURB & GUTTER SHALL HAVE WEAKENED PLANE JOINTS EVERY 10' AND SIDEWALK SHALL HAVE WEAKENED PLANE JOINTS EVERY 5'.
3. EXPANSION JOINTS 1/2" WIDE SHALL BE LOCATED IN CURBS & GUTTERS AT EACH SIDE OF STRUCTURES. AT ENDS OF ALL CURB RETURNS, ABUTTING HARDENED IN-PLACE CURB & GUTTER AND EVERY 90'.
4. EXPANSION JOINTS IN SIDEWALKS SHALL BE PLACED AT ALL TANGENT POINTS, CURB RETURNS AND AT EVERY 30 FEET.
5. AGGREGATE BASE UNDER CONCRETE AND PAVEMENT SHALL CONFORM TO THE SPECIFICATIONS FOR TYPE 2, CLASS B AGGREGATE BASE AND COMPACTED TO A MINIMUM 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D 1557.
6. SUBGRADE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557. SUBGRADE UNDER BITUMINOUS PAVEMENT SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 95% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING 811 USA NORTH AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
8. IN THE DESIGNATED DEMOLITION AREAS THE EXISTING CONCRETE OR PAVEMENT AND AGGREGATE BASE SHALL BE REMOVED TO SUBGRADE FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS.
9. ALL DEMOLITION SHALL BE PER SECTION 300 AND 301 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION.
10. SEE SHEET C16 FOR DETAILS ON CURB AND GUTTER, SIDEWALK, P.C.C. VALLEY GUTTER AND APRON, ALLEY APRON, AND DRIVE WAY APPROACH.
11. SEE SHEET C17 FOR DETAILS ON GRAVEL SECTION, PAVEMENT SAW CUT AND JOIN, PAVEMENT SECTION, SIDEWALK CROSS DRAIN, STREET AND STOP SIGN, VALVE BOX AND SEWER MANHOLE COLLAR.
12. ALL SIDEWALKS AND CURB RETURNS SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
13. ALL DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 705.



	DESCRIPTION
REV	DATE



Carter Engineering, LLC
Civil Engineering
P. O. Box 784
Elko, Nevada 89803
775-397-2531

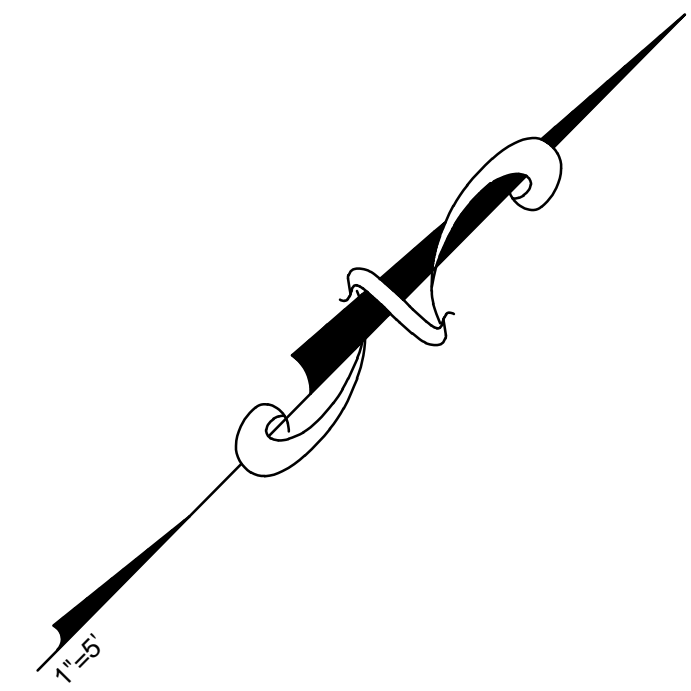
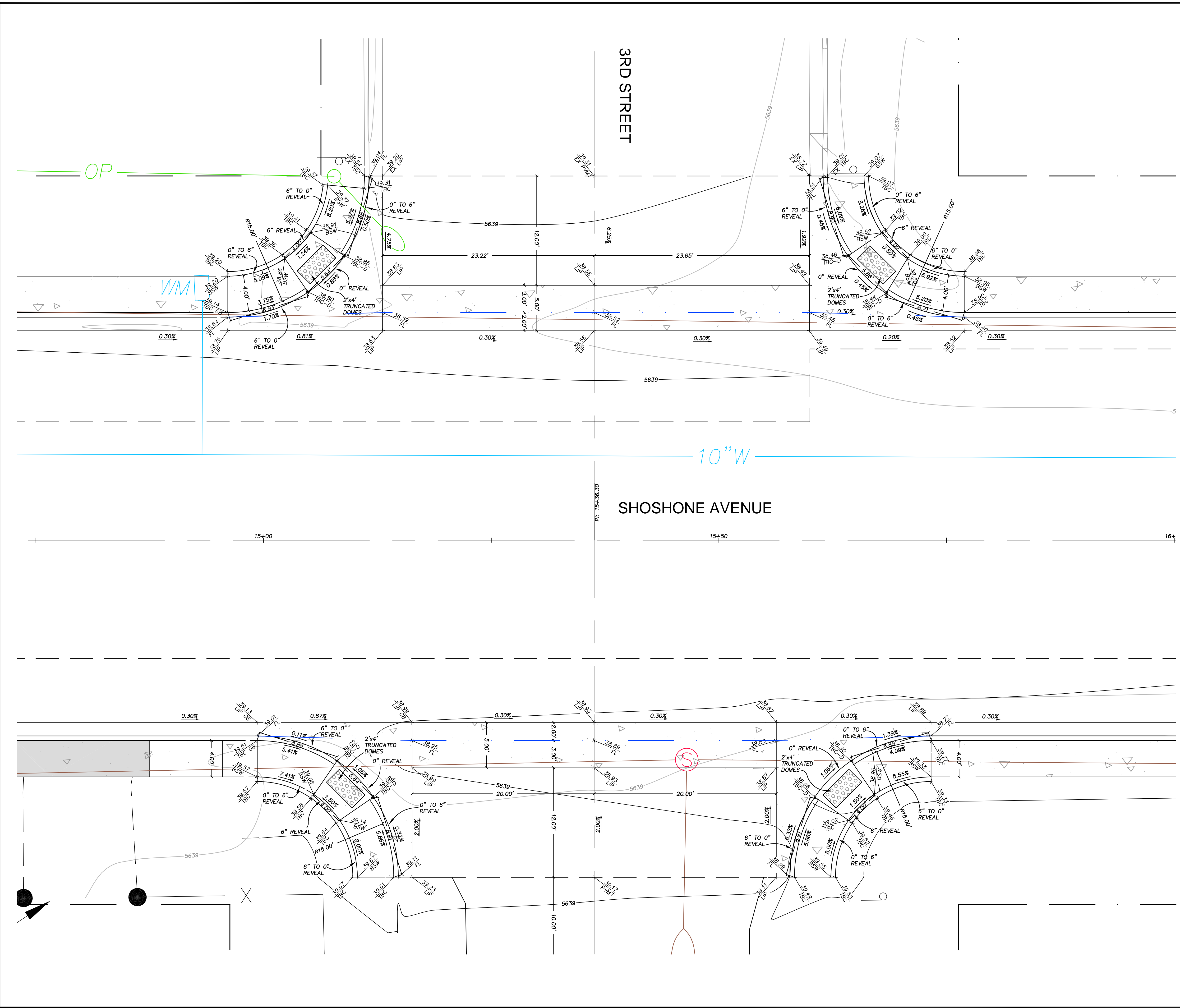
CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
CURB RETURN DETAILS - 2ND ST
WELLS, NEVADA

DESIGN BY:	LLC
DRAWN BY:	LLC
CHECKED BY:	LLC
DATE:	3-17-24
JOB NO.:	30-2022
DWG NO.:	2024-05

SCALE
HORIZ: 1"=5'
VERT: N/A

SHEET
C12
OF 17

PWP EL-2024-204



GRADING NOTES

- ADD 5600 FEET TO SPOT ELEVATIONS.
- THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.

ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
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SITE NOTES:

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- ALL CONCRETE CURB & GUTTER SHALL HAVE WEAKENED PLANE JOINTS EVERY 10' AND SIDEWALK SHALL HAVE WEAKENED PLANE JOINTS EVERY 5'.
- EXPANSION JOINTS 1/2" WIDE SHALL BE LOCATED IN CURBS & GUTTERS AT EACH SIDE OF STRUCTURES, AT ENDS OF ALL CURB RETURNS, ABUTTING HARDENED IN-PLACE CURB & GUTTER AND EVERY 90'.
- EXPANSION JOINTS IN SIDEWALKS SHALL BE PLACED AT ALL TANGENT POINTS, CURB RETURNS AND AT EVERY 30 FEET.
- AGGREGATE BASE UNDER CONCRETE AND PAVEMENT SHALL CONFORM TO THE SPECIFICATIONS FOR TYPE 2, CLASS B AGGREGATE BASE AND COMPACTED TO A MINIMUM 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D 1557.
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- IN THE DESIGNATED DEMOLITION AREAS THE EXISTING CONCRETE OR PAVEMENT AND AGGREGATE BASE SHALL BE REMOVED TO SUBGRADE FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS.
- ALL DEMOLITION SHALL BE PER SECTION 300 AND 301 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION.
- SEE SHEET C16 FOR DETAILS ON CURB AND GUTTER, SIDEWALK, P.C.C. VALLEY GUTTER AND APRON, ALLEY APRON, AND DRIVE WAY APPROACH.
- SEE SHEET C17 FOR DETAILS ON GRAVEL SECTION, PAVEMENT SAW CUT AND JOIN, PAVEMENT SECTION, SIDEWALK CROSS DRAIN, STREET AND STOP SIGN, VALVE BOX AND SEWER MANHOLE COLLAR.
- ALL SIDEWALKS AND CURB RETURNS SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
- ALL DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 705.

REV	DATE	DESCRIPTION

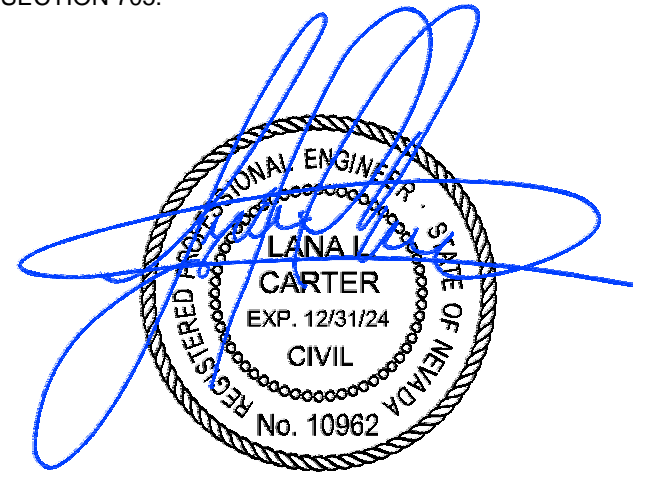
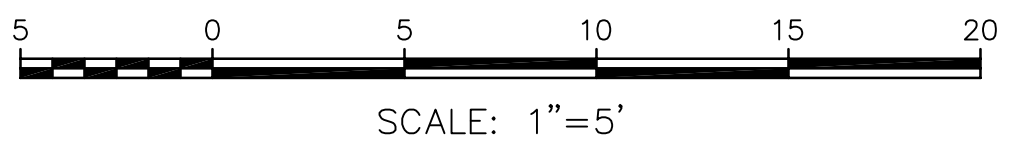
Carter Engineering, LLC
Civil Engineering
 P. O. Box 784
 Elko, Nevada 89803
 775-397-2531

CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
CURB RETURN DETAILS - 3RD ST
 WELLS, NEVADA

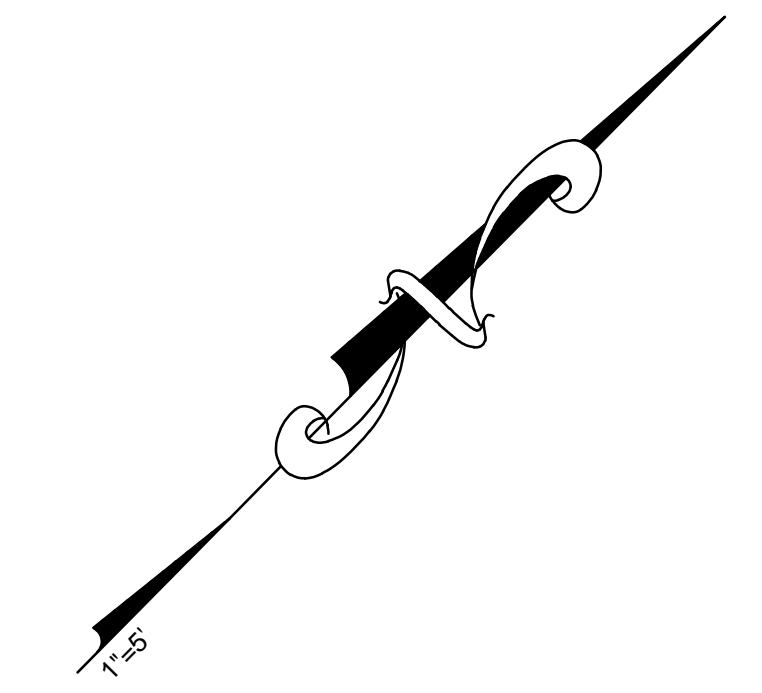
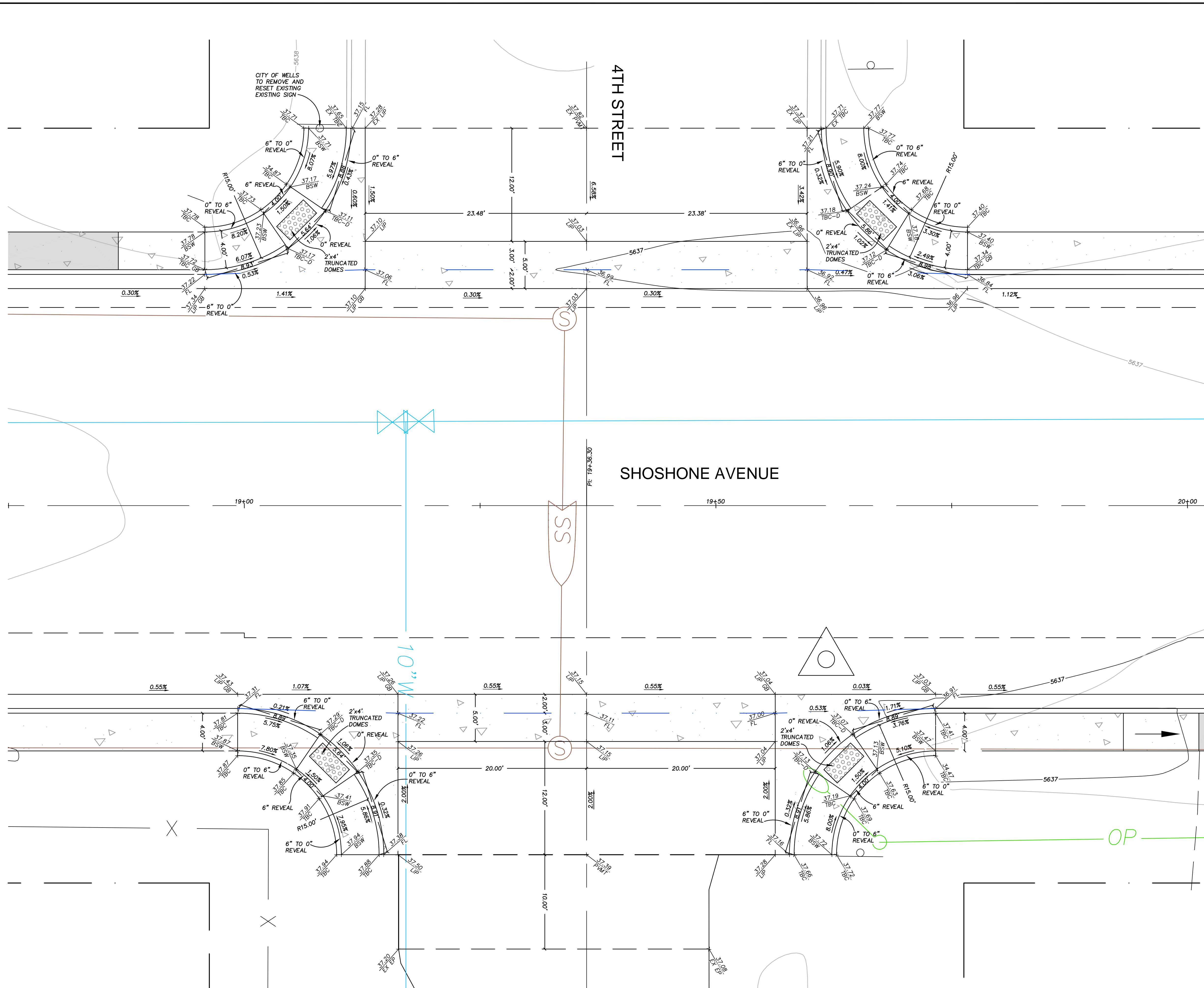
DESIGN BY:	LLC
DRAWN BY:	LLC
CHECKED BY:	LLC
DATE:	3-17-24
JOB NO.:	30-2022
DWG NO.:	2024-05

SCALE
HORIZ: 1"=5'
VERT: N/A

SHEET
C13
OF 17



PWP EL-2024-204



GRADING NOTES

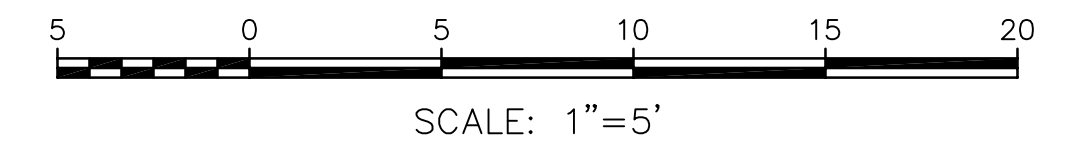
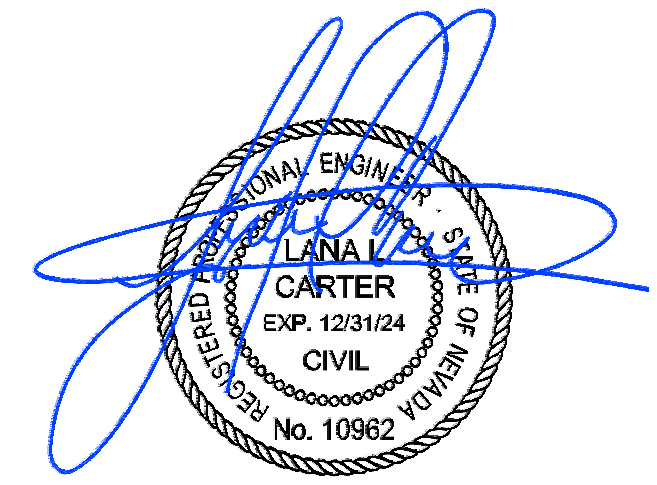
1. ADD 5600 FEET TO SPOT ELEVATIONS.
2. THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.

ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
FL	FLOW LINE
GB	GRADE BREAK
GRVL	GRAVEL
LIP	LIP OF GUTTER PAN
PVMT	FINISH GRADE PAVEMENT
SW	SIDEWALK
TBC	TOP BACK OF CURB
TBC-D	DEPRESSED TOP BACK OF CURB
TC	TOP OF CONCRETE

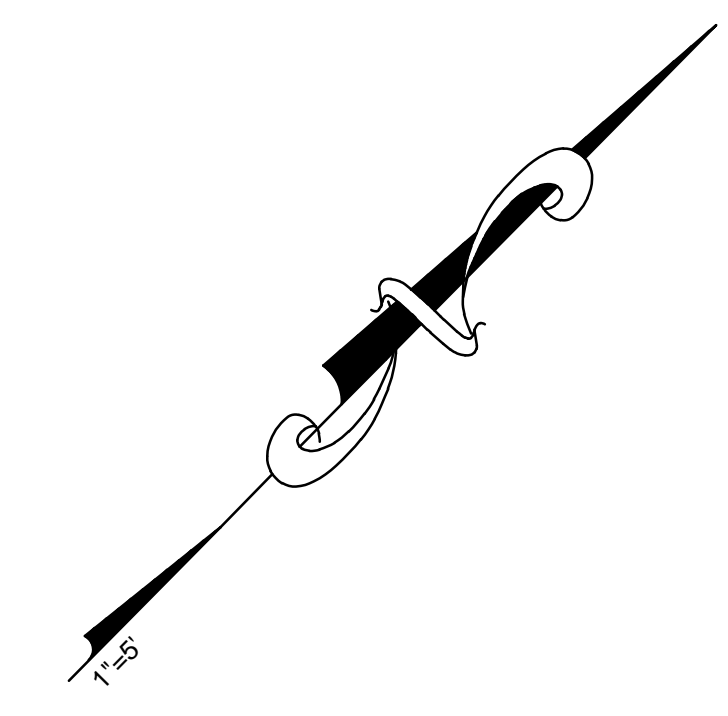
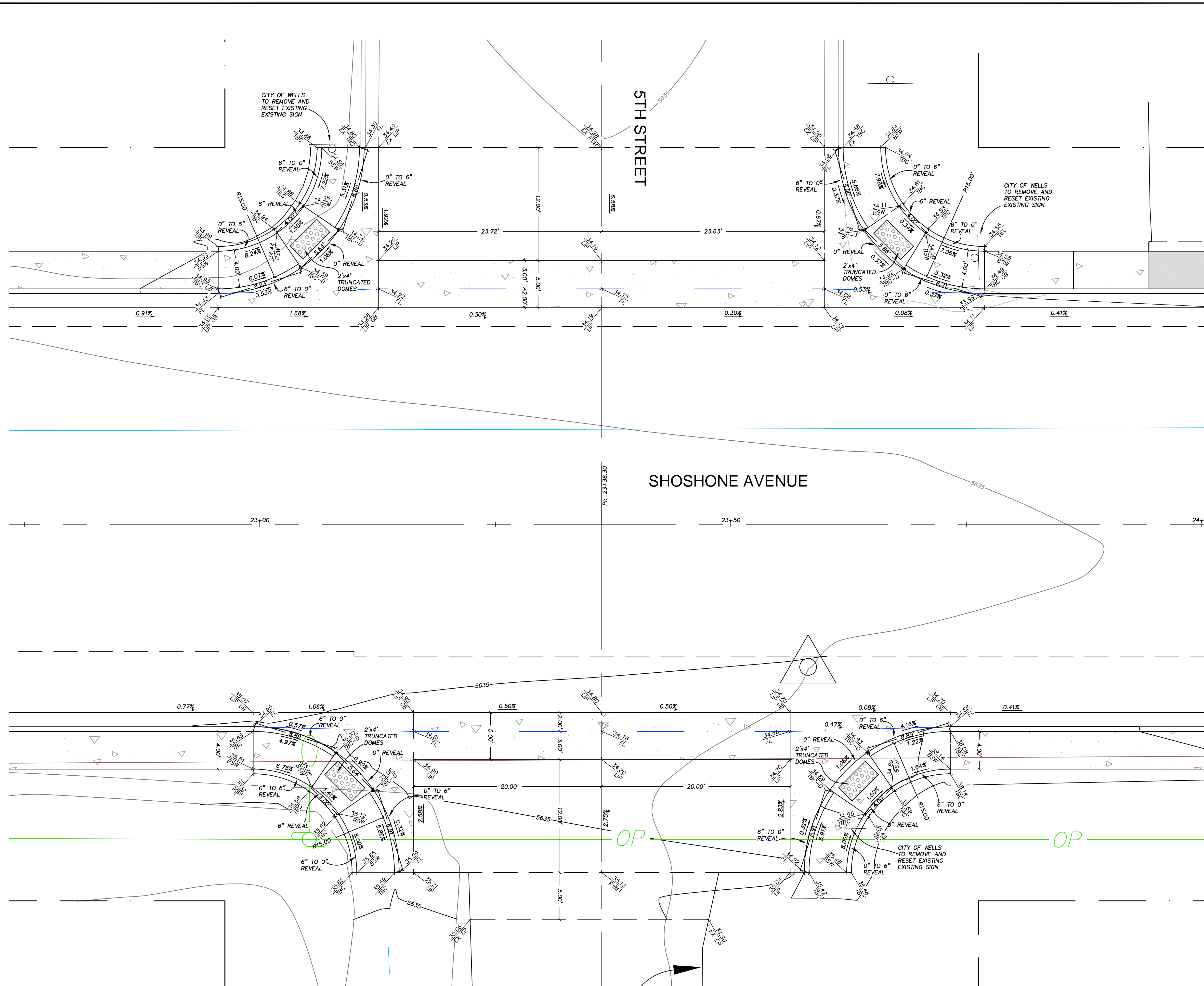
SITE NOTES:

1. ALL P.C.C. CURB, GUTTER, SIDEWALK, REINFORCED CONCRETE PAD AND CONCRETE RETAINING SHALL BE A MINIMUM OF 6 SACK OF CEMENT PER CUBIC YARD OF CONCRETE (4000 P.S.I.), 4.5% - 7.5% AIR, MAXIMUM SLUMP OF 4" AND WATER/CEMENT RATIO OF 0.45.
2. ALL CONCRETE CURB & GUTTER SHALL HAVE WEAKENED PLANE JOINTS EVERY 10' AND SIDEWALK SHALL HAVE WEAKENED PLANE JOINTS EVERY 5'.
3. EXPANSION JOINTS 1/2" WIDE SHALL BE LOCATED IN CURBS & GUTTERS AT EACH SIDE OF STRUCTURES, AT ENDS OF ALL CURB RETURNS, ABUTTING HARDENED-IN-PLACE CURB & GUTTER AND EVERY 90'.
4. EXPANSION JOINTS IN SIDEWALKS SHALL BE PLACED AT ALL TANGENT POINTS, CURB RETURNS AND AT EVERY 30 FEET.
5. AGGREGATE BASE UNDER CONCRETE AND PAVEMENT SHALL CONFORM TO THE SPECIFICATIONS FOR TYPE 2, CLASS B AGGREGATE BASE AND COMPACTED TO A MINIMUM 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D 1557.
6. SUBGRADE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% FOR A MINIMUM DEPTH OF 8" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557. SUBGRADE UNDER BITUMINOUS PAVEMENT SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 95% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING 811 USA NORTH AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
8. IN THE DESIGNATED DEMOLITION AREAS THE EXISTING CONCRETE OR PAVEMENT AND AGGREGATE BASE SHALL BE REMOVED TO SUBGRADE FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS.
9. ALL DEMOLITION SHALL BE PER SECTION 300 AND 301 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION.
10. SEE SHEET C16 FOR DETAILS ON CURB AND GUTTER, SIDEWALK, P.C.C. VALLEY GUTTER AND APRON, ALLEY APRON, AND DRIVE WAY APPROACH.
11. SEE SHEET C17 FOR DETAILS ON GRAVEL SECTION, PAVEMENT SAW CUT AND JOIN, PAVEMENT SECTION, SIDEWALK CROSS DRAIN, STREET AND STOP SIGN, VALVE BOX AND SEWER MANHOLE COLLAR.
12. ALL SIDEWALKS AND CURB RETURNS SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
13. ALL DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 705.



	DESCRIPTION	DATE	REV
Carter Engineering, LLC Civil Engineering P. O. Box 784 Elko, Nevada 89803 775-397-2531			
CITY OF WELLS - SHOSHONE AVE CURB, GUTTER & SIDEWALK IMPROVEMENTS CURB RETURN DETAILS - 4TH ST WELLS, NEVADA			
DESIGN BY:	LLC		
DRAWN BY:	LLC		
CHECKED BY:	LLC		
DATE:	3-17-24		
JOB NO.:	30-2022		
DWG. NO.:	2024-05		
SCALE			
HORIZ: 1"=5'			
VERT: N/A			
SHEET			
C14			
OF 17			

PWP EL-2024-204



GRADING NOTES

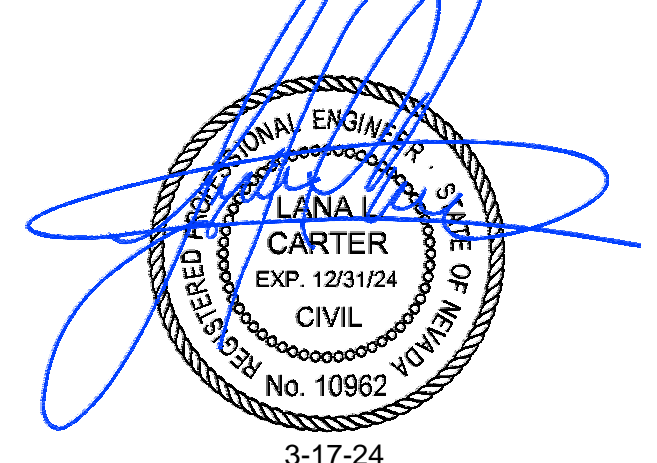
1. ADD 5600 FEET TO SPOT ELEVATIONS.
2. THE EXISTING GROUND TOPOGRAPHY SHOWN ON THIS PLAN IS FROM A SURVEY PROVIDED BY HIGH DESERT ENGINEERING ON 11-28-23.

ABBREVIATIONS FOR SPOT ELEVATIONS

BSW	BACK OF SIDEWALK
BTM	BOTTOM
EG	EXISTING GRADE
EP	EDGE OF PAVEMENT
EX	EXISTING
FG	FINISH GRADE
FL	FLOW LINE
GB	GRADE BREAK
GRVL	GRAVEL
LIP	LIP OF GUTTER PAN
PVMT	FINISH GRADE PAVEMENT
SW	SIDEWALK
TBC	TOP BACK OF CURB
TBC-D	DEPRESSED TOP BACK OF CURB
TC	TOP OF CONCRETE

SITE NOTES:

1. ALL P.C.C. CURB, GUTTER, SIDEWALK, REINFORCED CONCRETE PAD AND CONCRETE RETAINING SHALL BE A MINIMUM OF 6 SACK OF CEMENT PER CUBIC YARD OF CONCRETE (4000 P.S.I.), 4.5% - 7.5% AIR, MAXIMUM SLUMP OF 4" AND WATER/CEMENT RATIO OF 0.45.
2. ALL CONCRETE CURB & GUTTER SHALL HAVE WEAKENED PLANE JOINTS EVERY 10' AND SIDEWALK SHALL HAVE WEAKENED PLANE JOINTS EVERY 5'.
3. EXPANSION JOINTS 1/2" WIDE SHALL BE LOCATED IN CURBS & GUTTERS AT EACH SIDE OF STRUCTURES. AT ENDS OF ALL CURB RETURNS, ABUTTING HARDENED IN-PLACE CURB & GUTTER AND EVERY 90'.
4. EXPANSION JOINTS IN SIDEWALKS SHALL BE PLACED AT ALL TANGENT POINTS, CURB RETURNS AND AT EVERY 30 FEET.
5. AGGREGATE BASE UNDER CONCRETE AND PAVEMENT SHALL CONFORM TO THE SPECIFICATIONS FOR TYPE 2, CLASS B AGGREGATE BASE AND COMPACTED TO A MINIMUM 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D 1557.
6. SUBGRADE SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 90% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557. SUBGRADE UNDER BITUMINOUS PAVEMENT SHALL BE COMPACTED TO A RELATIVE COMPACTION OF NOT LESS THAN 95% FOR A MINIMUM DEPTH OF 6" IN ACCORDANCE WITH TEST PROCEDURES SET FORTH IN ASTM D 1557.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING 811 USA NORTH AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
8. IN THE DESIGNATED DEMOLITION AREAS THE EXISTING CONCRETE OR PAVEMENT AND AGGREGATE BASE SHALL BE REMOVED TO SUBGRADE FOR THE INSTALLATION OF THE PROPOSED IMPROVEMENTS.
9. ALL DEMOLITION SHALL BE PER SECTION 300 AND 301 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2016 EDITION.
10. SEE SHEET C16 FOR DETAILS ON CURB AND GUTTER, SIDEWALK, P.C.C. VALLEY GUTTER AND APRON, ALLEY APRON, AND DRIVE WAY APPROACH.
11. SEE SHEET C17 FOR DETAILS ON GRAVEL SECTION, PAVEMENT SAW CUT AND JOIN, PAVEMENT SECTION, SIDEWALK CROSS DRAIN, STREET AND STOP SIGN, VALVE BOX AND SEWER MANHOLE COLLAR.
12. ALL SIDEWALKS AND CURB RETURNS SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
13. ALL DETECTABLE WARNINGS (TRUNCATED DOMES) SHALL MEET THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN SECTION 705.



REV	DATE	DESCRIPTION

Carter Engineering, LLC
Civil Engineering
 P. O. Box 784
 Elko, Nevada 89803
 775-397-2531

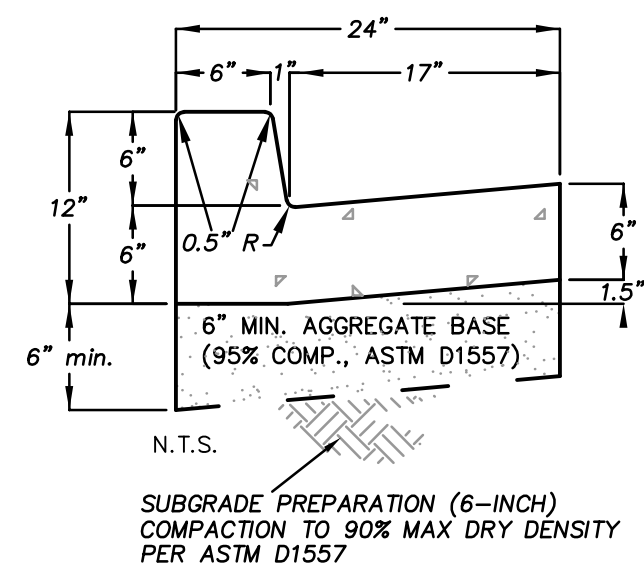
CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
CURB RETURN DETAILS - 5TH ST
 WELLS, NEVADA

DESIGN BY:	LLC
DRAWN BY:	LLC
CHECKED BY:	LLC
DATE:	3-17-24
JOB NO.:	30-2022
DWG NO.:	2024-05

SCALE
 HORIZ: 1"=5'
 VERT: N/A

SHEET
C15
 OF 17

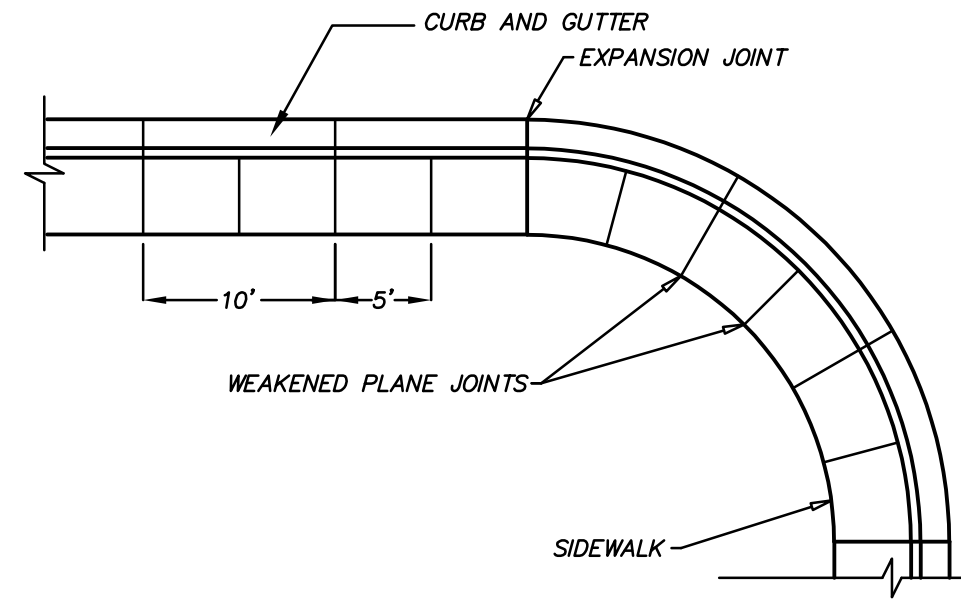
PWP EL-2024-204



TYPE 1 CURB AND GUTTER (A)

CURB AND GUTTER NOTES:

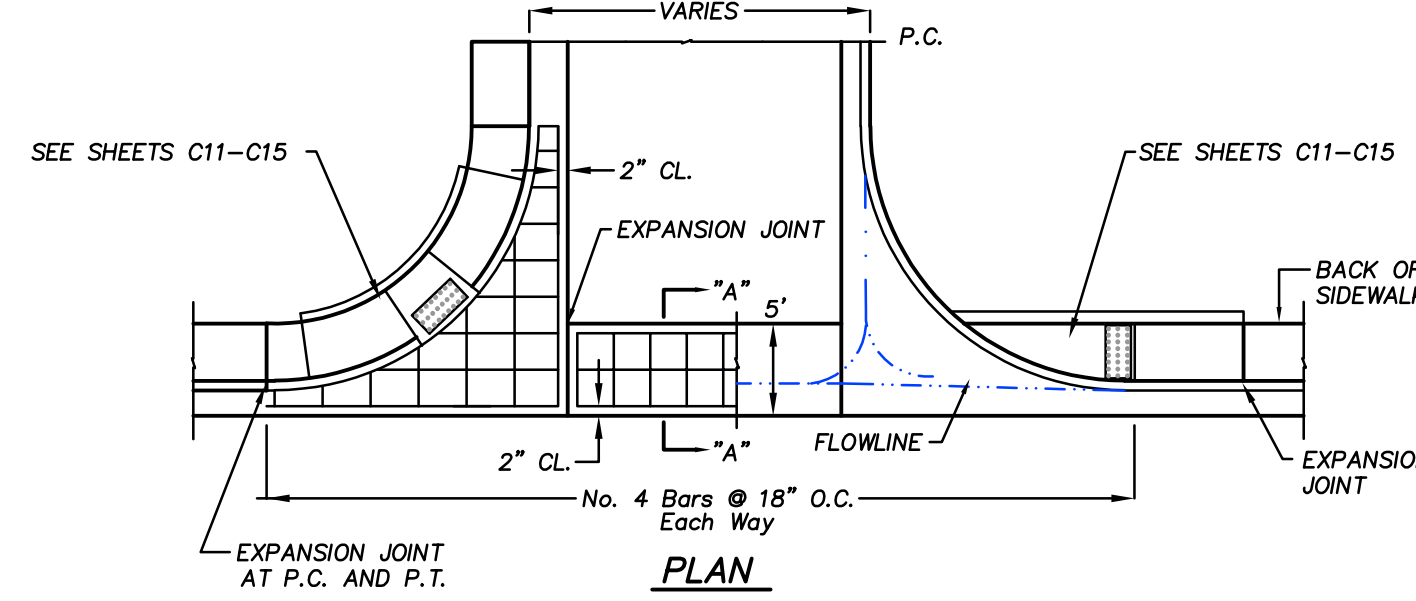
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF WELLS APPROVED MIX DESIGN.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTIONS 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. ALL CONCRETE CURB AND GUTTER SHALL HAVE 1/4" EXPANSION JOINTS EVERY 90 FEET AND AT ALL CURB RETURNS. WEAKENED PLANE JOINTS SHALL BE EVERY 10 FEET.
4. PLANTMIX BITUMINOUS SURFACE SHALL BE 1/4" TO 1/2" ABOVE LIP OF GUTTER PAN.



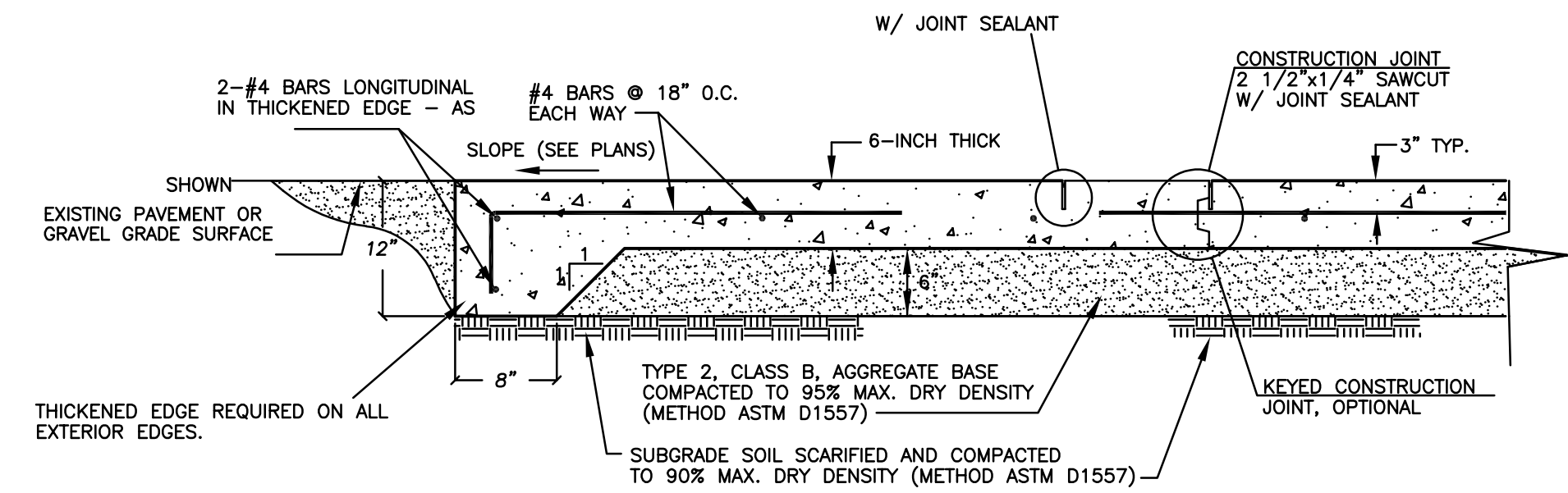
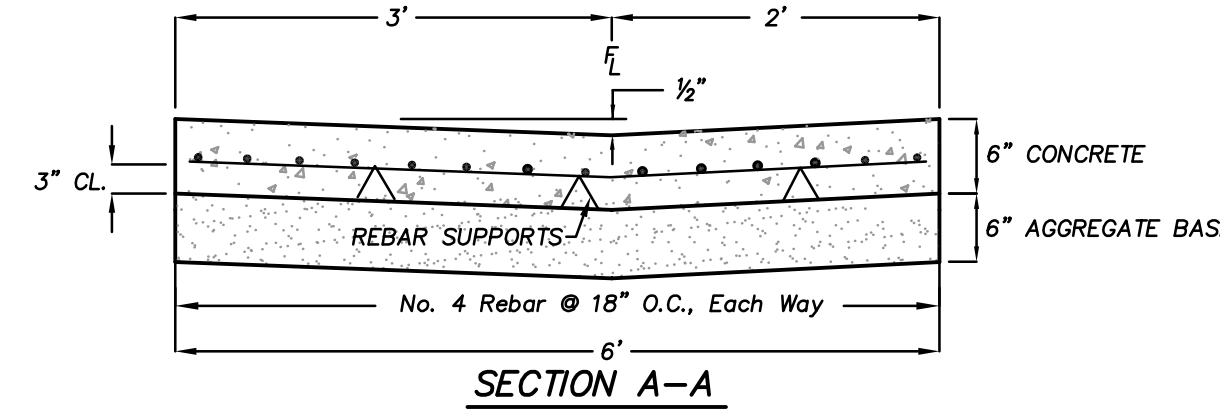
P.C.C. SIDEWALK (B)

SIDEWALK NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF WELLS APPROVED MIX DESIGN.
2. ALL CONCRETE SIDEWALK SHALL HAVE 1/4" EXPANSION JOINTS EVERY 30 FEET AND AT ALL CURB RETURNS. WEAKENED PLANE JOINTS SHALL BE EVERY 5 FEET AND COINCIDE WITH THE ADJACENT CURB AND GUTTER WEAKENED PLANE JOINTS. THE WEAKENED PLANE JOINTS PLACED EVERY 5' IN THE SIDEWALK MAY BE SAW CUT WITH CITY OF ELKO APPROVAL AND SHALL MEET THE REQUIREMENTS OF SECTION 314 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. CROSS SLOPE OF SIDEWALK SHALL NOT EXCEED 2%.



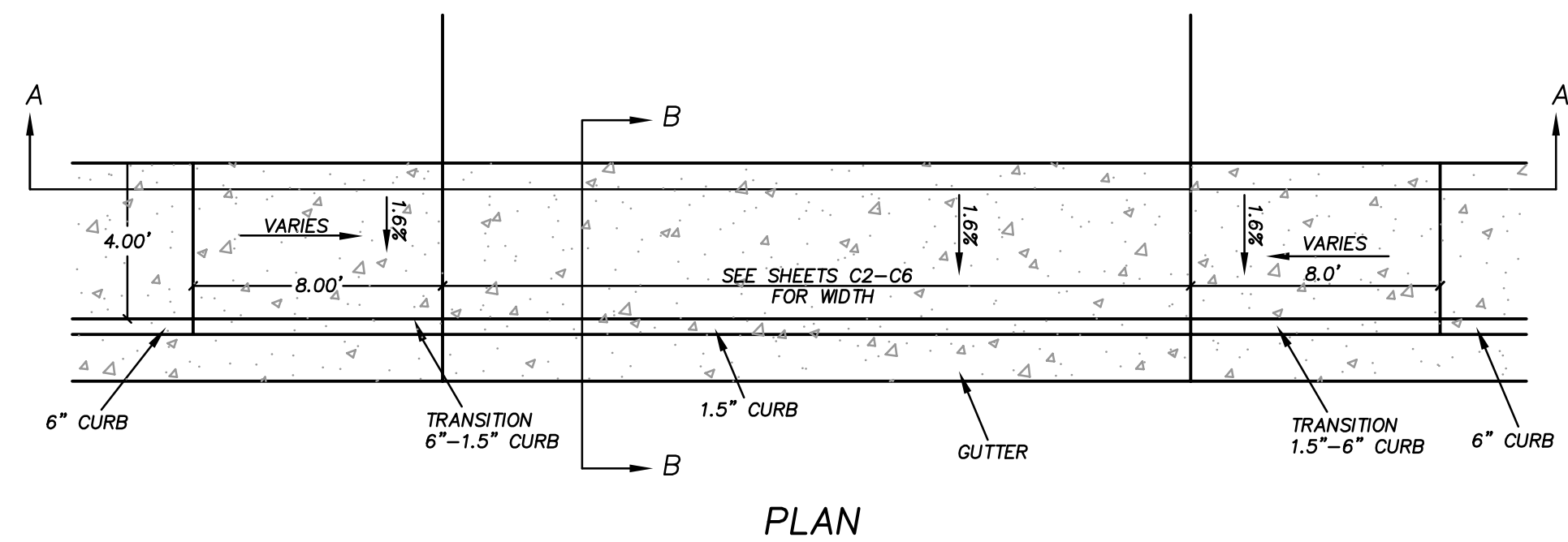
P.C.C. VALLEY GUTTER WITH APRON (C)



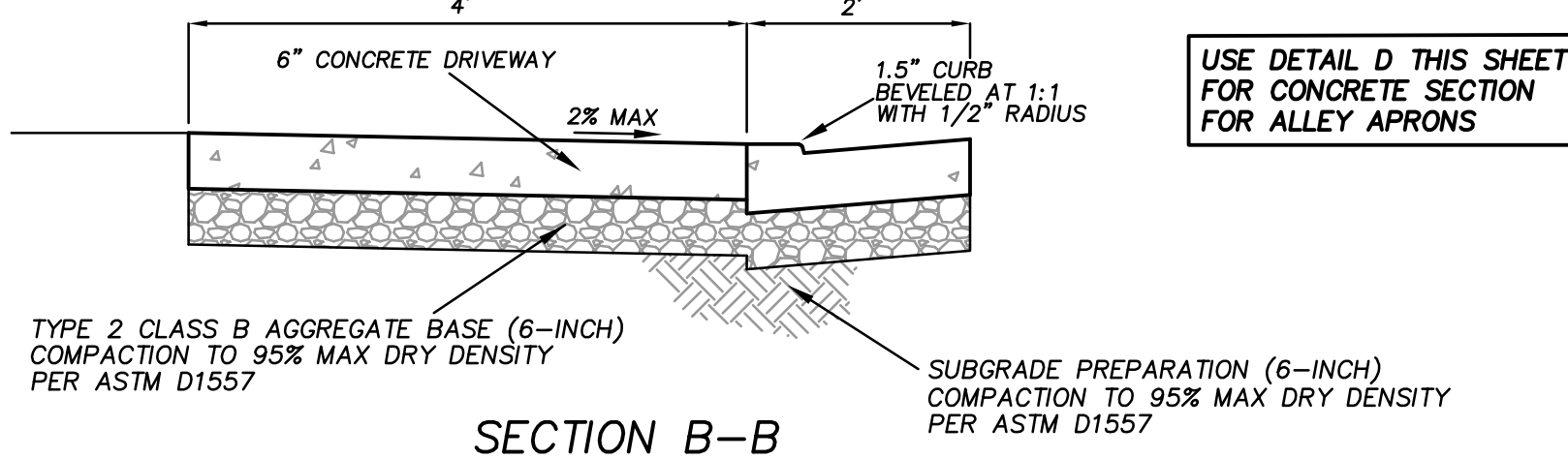
CONCRETE PAD NOTES:

1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND SHALL BE A CITY OF ELKO APPROVED MIX DESIGN.
2. AGGREGATE BASE MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 302 & 308 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 206 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
4. JOINT SPACING AND TYPE SHALL BE PER ACI SPECIFICATIONS.
5. SAW CUT JOINTS AS SOON AFTER CONCRETE FINISH AS POSSIBLE. CLEAN JOINTS PRIOR TO PLACING JOINT SEALANT.
6. FINISH WITH A ROUGH BROOMED NON SLICK SURFACE.
7. THICKENED EDGE ON ALL EXTERIOR EDGES.

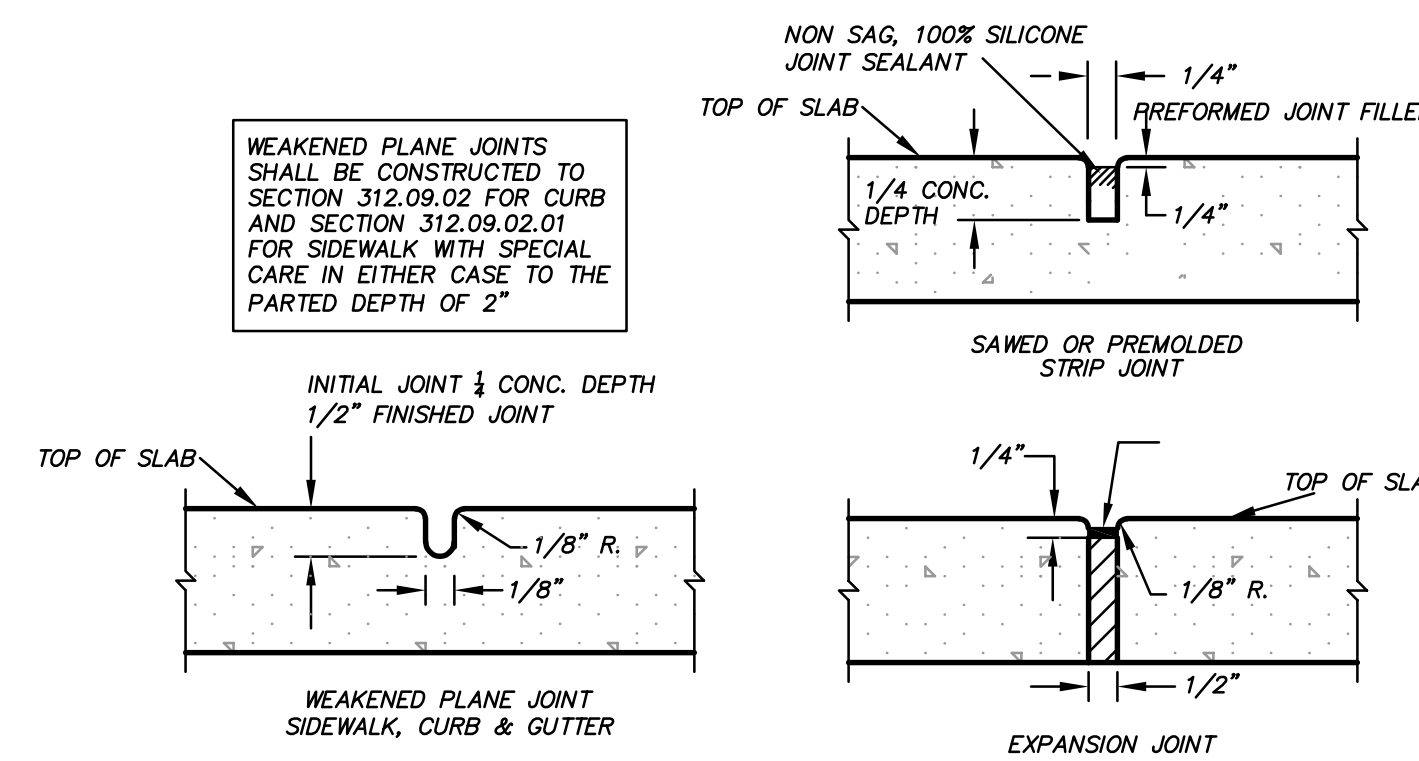
CONCRETE SECTION FOR REINFORCED PAD ALLEY APRON (D)



SECTION A-A



DRIVEWAY APPROACH (TYPE 2) (E)



P.C.C. JOINTING DETAILS (N.T.S.)

NO.	DESCRIPTION	DATE	REV.

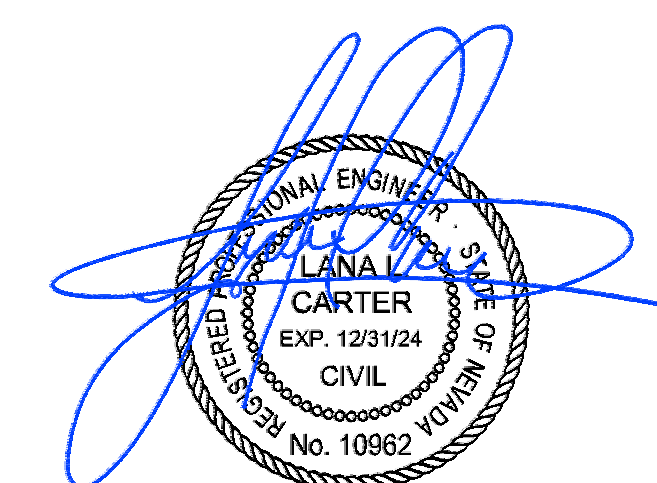
Carter Engineering, LLC
 Civil Engineering
 P. O. Box 784
 Elko, Nevada 89803
 775-397-2531

CITY OF WELLS - SHOSHONE AVE CURB, GUTTER & SIDEWALK IMPROVEMENTS
IMPROVEMENT DETAILS
 WELLS, NEVADA

DESIGN BY:	LLC
DRAWN BY:	LLC
CHECKED BY:	LLC
DATE:	3-17-24
JOB NO.:	30-2022
DWG. NO.:	2024-05

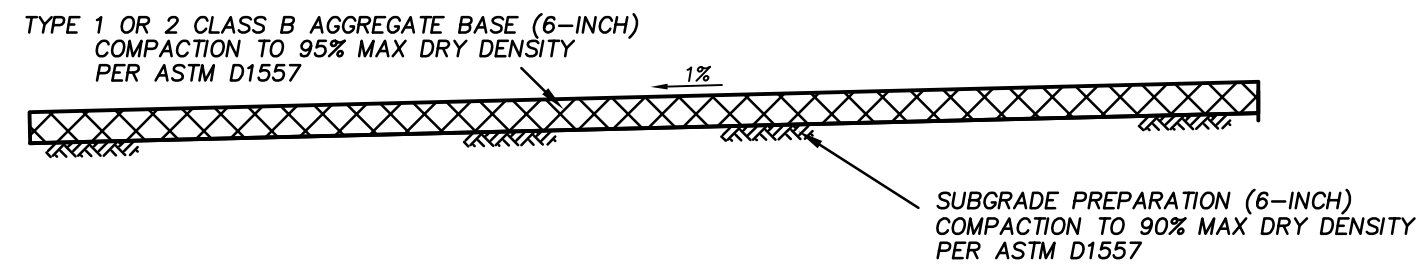
SCALE
 HORIZ: N/A
 VERT: N/A

SHEET
C16
 OF 17



PWP EL-2024-204

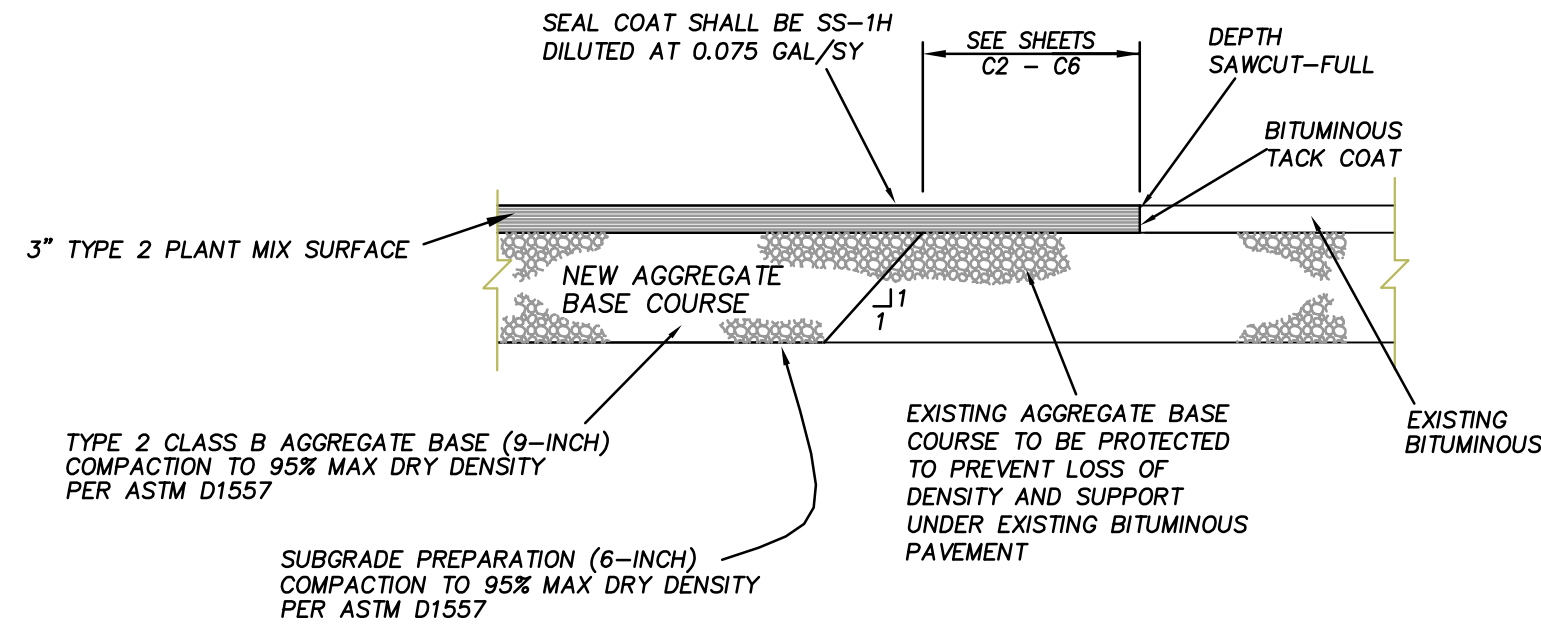
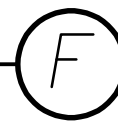
3-17-24



GRAVEL SECTION SHOWN HERE ARE RECOMMENDATIONS NOT BASED ON A GEOTECHNICAL REPORT OR R-VALUE TEST AND THEREFORE ARE TO BE USED ONLY AT THE OWNERS DISCRETION WITH NO GUARANTEE.

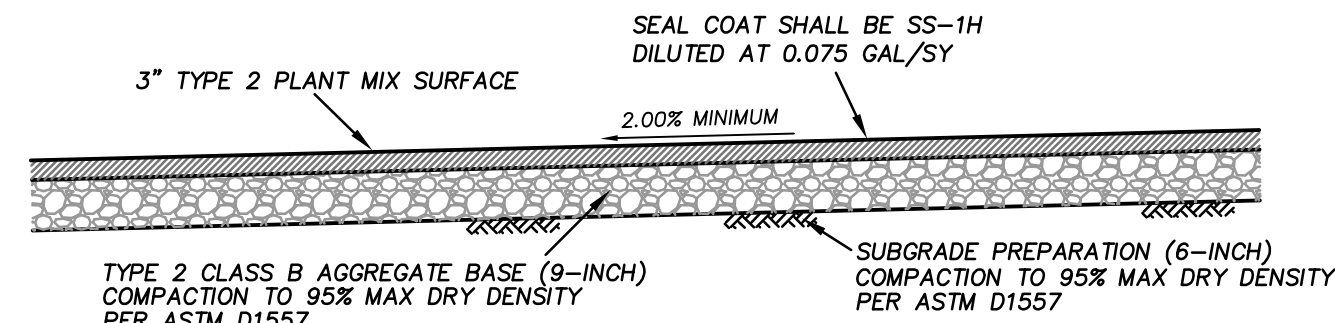
GRAVEL SECTION

N.T.S.



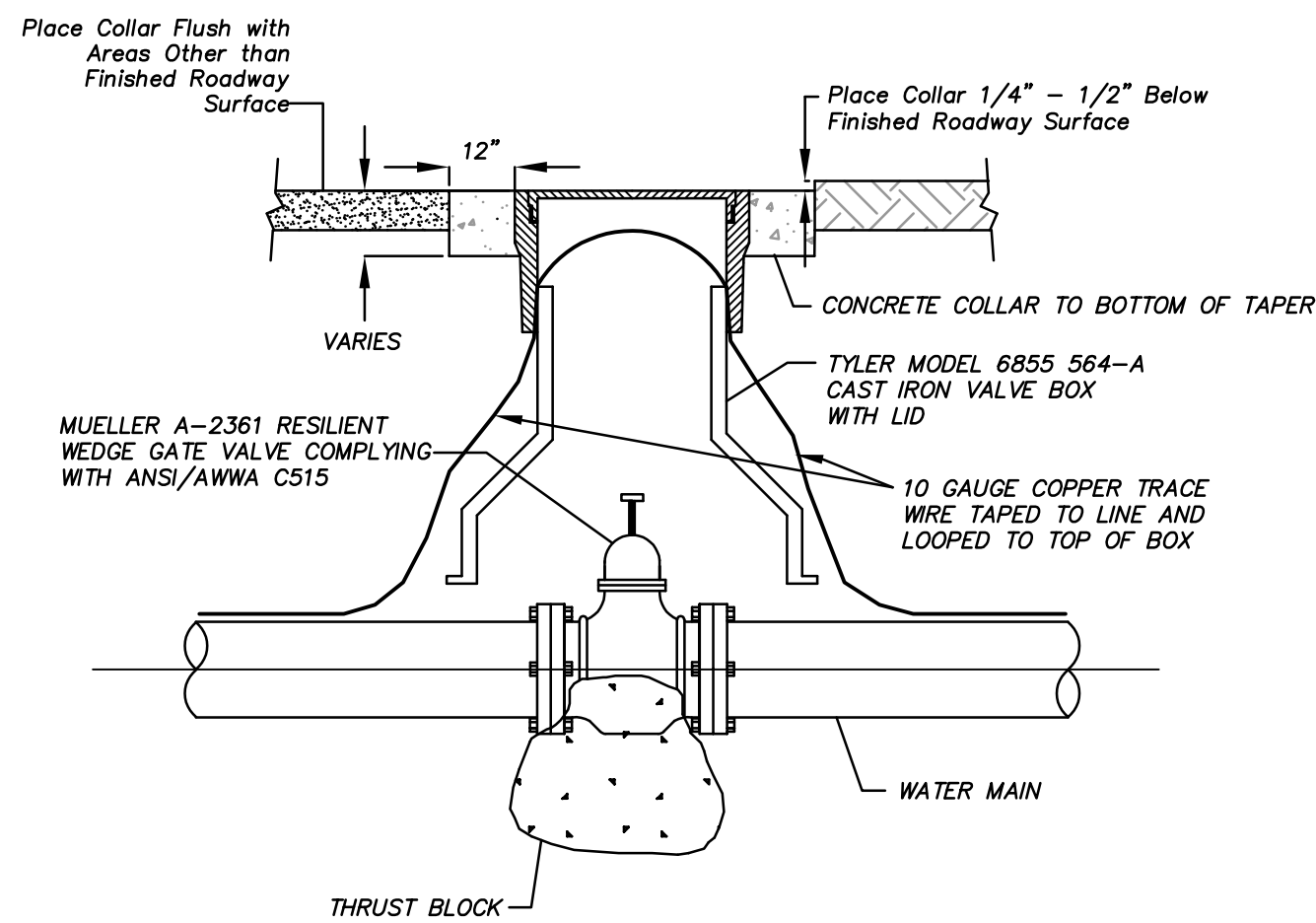
PAVEMENT SAW CUT AND JOIN

N.T.S.



ASPHALT PAVEMENT SECTION

N.T.S.

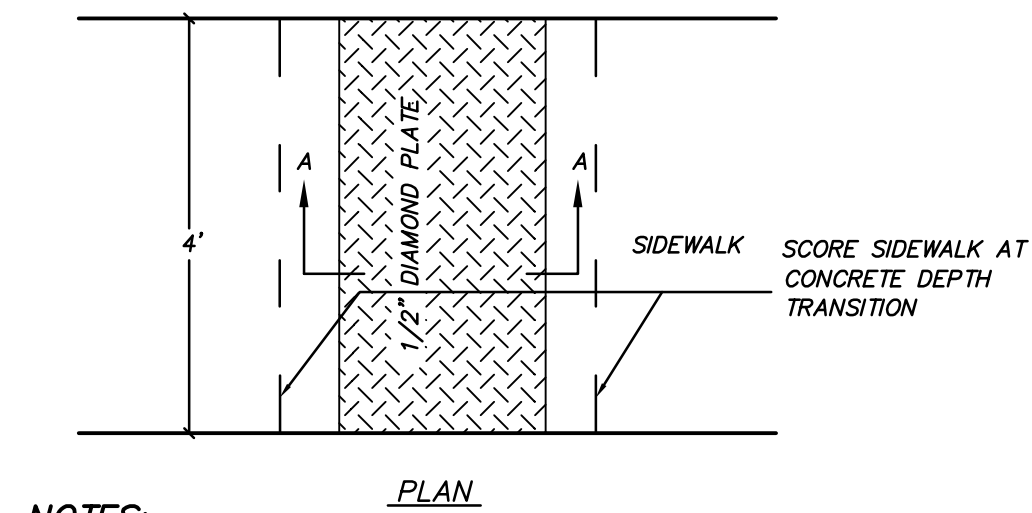
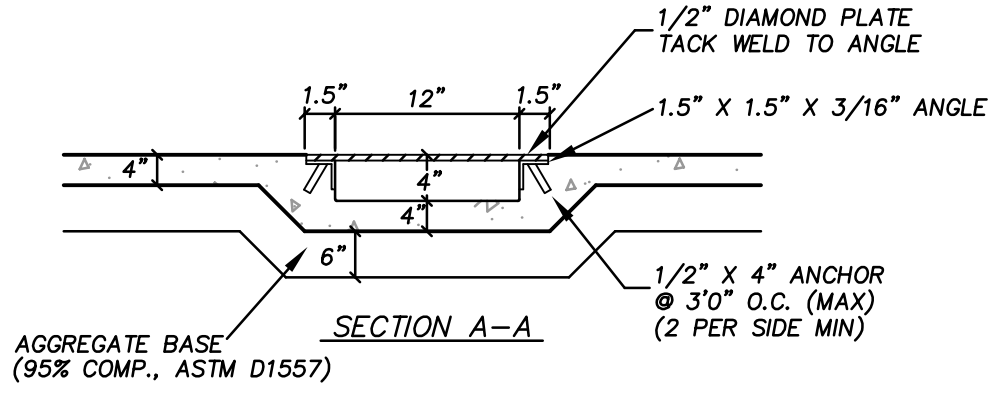
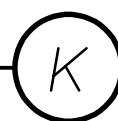


VALVE AND BOX

- NOTES:
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, UNLESS OTHERWISE SPECIFIED.
 2. VALVE COLLAR SHALL BE SET 1/4" TO 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE. VALVE COLLARS IN ALL OTHER AREAS SHALL BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE SPECIFIED.
 3. CONCRETE COLLAR REQUIRED WHEN VALVE IS NOT LOCATED IN CONCRETE OR BITUMINOUS SURFACE.

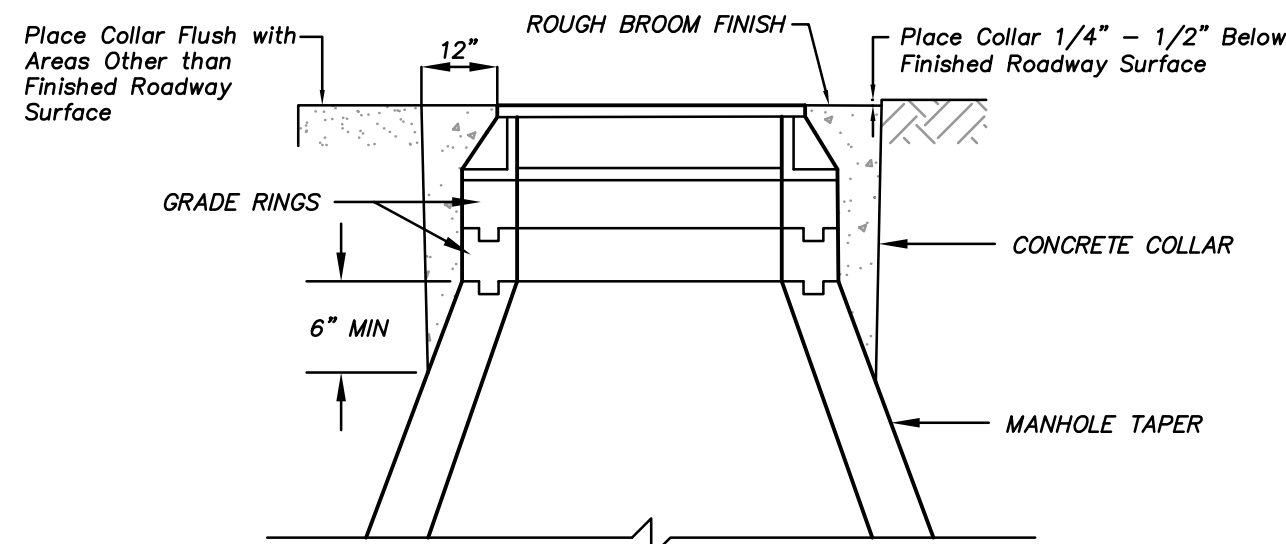
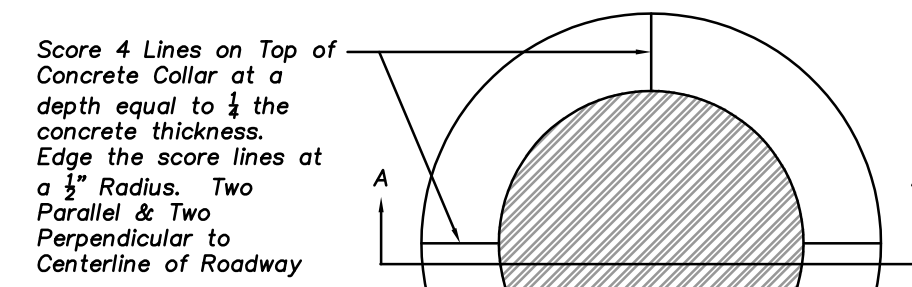
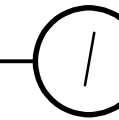
VALVE AND BOX

N.T.S.



SIDEWALK CROSS DRAIN

N.T.S.

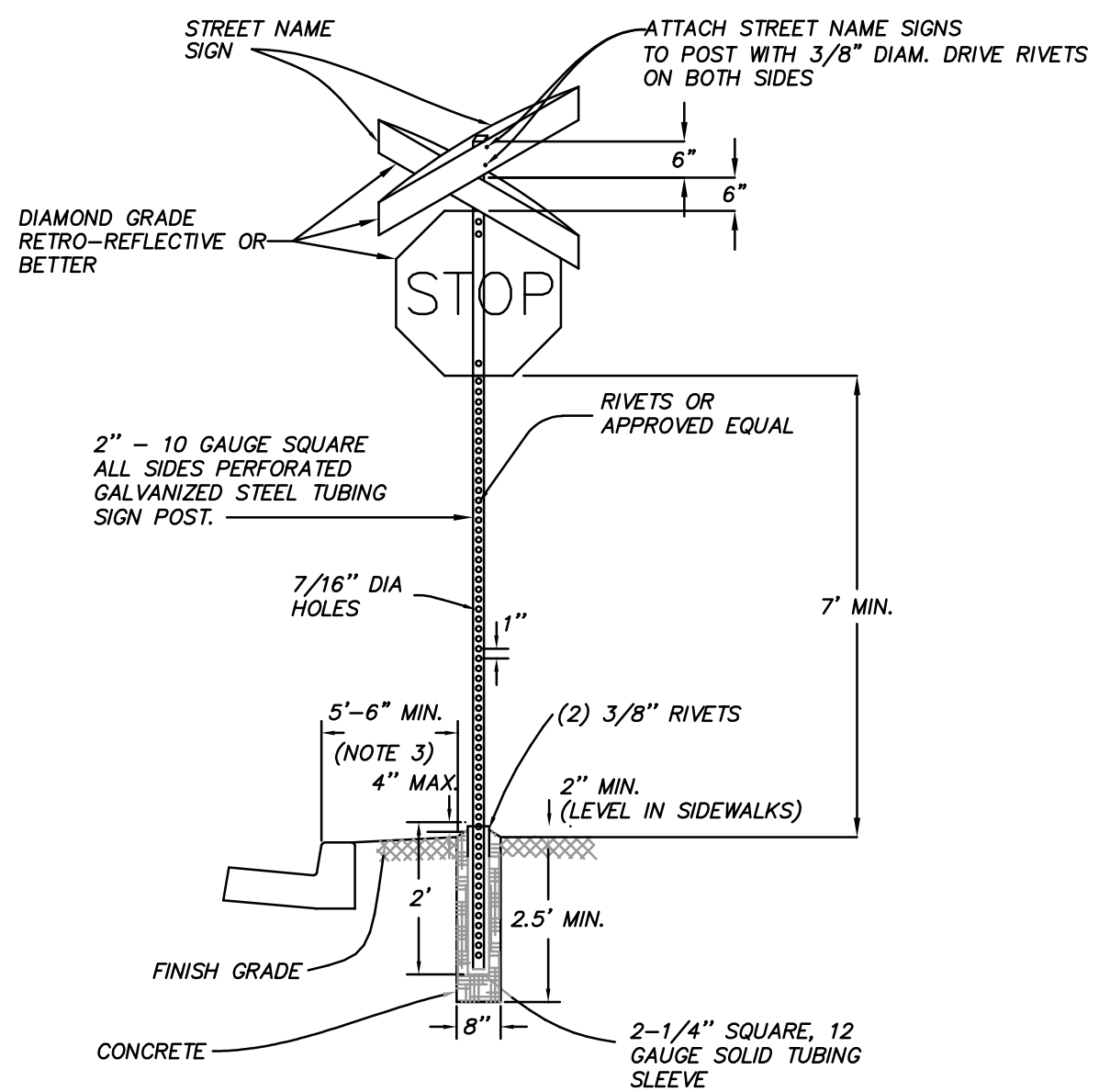
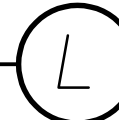


MANHOLE COLLAR

- NOTES:
1. CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 337.10 OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
 2. MANHOLE COLLAR SHALL BE SET 1/4" TO 1/2" BELOW FINISHED CONCRETE OR BITUMINOUS SURFACE. MANHOLE COLLARS IN ALL OTHER AREAS SHALL BE SET FLUSH WITH FINISHED GRADE, UNLESS OTHERWISE SPECIFIED.
 3. CONCRETE COLLAR IS REQUIRED WHEN MANHOLE IS NOT LOCATED IN CONCRETE OR BITUMINOUS SURFACE.

MANHOLE COLLAR

N.T.S. FOR SANITARY SEWER

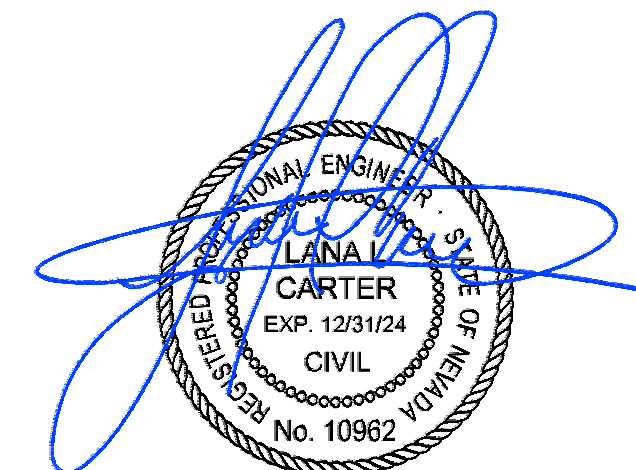
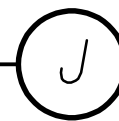


TYPE 2 STREET SIGN

- NOTES:
1. SIGN MATERIALS AND INSTALLATION SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. MATERIALS USED FOR SIGNING SHALL BE DIAMOND GRADE RETROREFLECTIVE SHEETING OR BETTER.
 2. STREET NAME SIGN SHALL BE AS SPECIFIED BY THE GOVERNING AGENCY AND MOUNTED WITH VANDAL - PROOF HARDWARE.
 3. ON STREETS WHERE CURBING DOES NOT EXIST, SET EDGE OF SIGN 6' MINIMUM FROM PAVEMENT EDGE.
 4. EACH SIGN SHALL CONSIST OF TWO PLATES RIVETED TOGETHER.

TYPE 2 STREET SIGN

STREET AND STOP SIGN



3-17-24

PWP EL-2024-204

REV	DATE	DESCRIPTION

Carter Engineering, LLC
Civil Engineering
P. O. Box 784
Elko, Nevada 89803
775-397-2531

**CITY OF WELLS - SHOSHONE AVE
CURB, GUTTER & SIDEWALK IMPROVEMENTS
IMPROVEMENT DETAILS**
WELLS, NEVADA

DESIGN BY:	LLC
DRAWN BY:	LLC
CHECKED BY:	LLC
DATE:	3-17-24
JOB NO.:	30-2022
DWG NO.:	2024-05

SCALE
HORIZ: N/A
VERT: N/A

SHEET
C17
OF 17