CITY OF WELLS
525 6th Street, Wells, NV 89835
775-752-3355 www.cityofwellsnv.com
Lake Avenue Sidewalk Project
Federal Number LTAP-0007-(341)

CITY OF WELLS

Lake Avenue Curb, Gutter, and Sidewalk Project
Federal Number LTAP-0007-(341)
December 7, 2026
PWP-EL-2026-303

CITY OF WELLS
525 6th STREET
WELLS, NV 89835

CONSISTS OF:
BIDDING REQUIREMENTS
PROPOSAL FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS

Prepared by:
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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 Monday, January 4th, 2027** at the office of the Wells City Clerk, 525 6th Street Wells, Nevada 89835 for the following public work:

Lake Avenue Curb, Gutter, and Sidewalk Project
Project # 74668 E.A. # LTAP-0007-(341)

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 **"Lake 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 Wednesday, November 18th, 2026 at 10:00 A.M., Local Time.

The City Council may formally award the contract to the successful bidder at its regularly scheduled meeting at City Hall on **January 12th, 2027**, 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-2026-303** 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 10/20/2026

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 Monday, January 4th, 2027.** 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 Tuesday, December 15th, 2026 at 10:00 A.M., Local Time.**

   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.

3) The apparent low Bid will be based solely on the total amount of all bid items and any additive or deductive alternates selected for award by the City. All Bidders are required to submit Bids on all bid items, including all additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of the City. If Alternate Bids are requested on this Project, the following applies: The priority of Alternate Bids will be announced by the City prior to the opening of bids. The City reserves the right to reject all Base Bids and all Alternate Bids. If the City elects not to reject all Bids, it will, prior to the award, first determine which one or more Alternates to accept; then the City will evaluate the lowest responsive and responsible Bidder based upon the Base Bid combined with any Alternates selected. If any Alternates are selected, the fact that a Bidder may have a lower individual Base or Alternate Bid than the individual Bids of the apparent lowest responsive and responsible Bidder is irrelevant, since the successful Bidder will be chosen on the basis of the sum of the Base Bid and the Alternates selected, together with the other relevant factors pursuant to NRS Chapter 338.

4) 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.

5) The Nevada Labor Commissioner's identifying number for this project is **PWP-EL-2026-303.** 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.

6) 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, including additive and/or deductive alternates, 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.

7) 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.

8) 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.

9) 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.
10) 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.
11) Bids must be clearly written without erasure or deletions. The City Council reserves the right to reject any Bid containing erasures or deletions.
12) 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.
13) 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.

14) 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.

15) 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.
16) Addenda may also be issued to modify the Contract Documents at the discretion of the City.
17) 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.
18) 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.
19) 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.

20) 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: Lake Avenue Curb, Gutter and Sidewalk Project

21) 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.

22) 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.

23) 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.

24) 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.

25) 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.

26) 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, and such alternates, 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.

27) 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.

28) Unless all Bids are rejected and except as otherwise provided under Nevada law, the contract will be awarded to the lowest responsive, responsible bidder.

29) 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.

30) 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.

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

33) Contractors desiring to bid on this work, if not already qualified under the State Law, shall file with City of Wells, not later than 10 days prior to the date of opening of bids, a complete application for qualification on forms furnished by City of Wells.

END OF DOCUMENT

CITY OF WELLS
525 6th Street, Wells, NV 89835
775-752-3355 www.cityofwellsnv.com

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 **Lake Avenue Curb, Gutter and Sidewalk Project** (hereinafter the "Project");

WHEREAS, the Project is generally described as follows:

BASE BID The installation of curb returns, valley gutter and aprons on Baker Street and northwest side of 1st Street. Installation of a curb ramp on the north westerly side of Lake Avenue at Station 11+25. Installation of curb, gutter, and sidewalk on the north westerly side of Lake Avenue from Station 12+25 to Station 28+88 including the curb return, valley gutter and aprons on the northwest side of 2nd, 3rd, 4th and 5th Street. Curb and gutter from Station 19+88 on the south easterly side of Lake Avenue to include the curb returns, valley gutter and aprons at 4th Street. Improvements shown on the plans on the south easterly side from Station 23+40 to Station 25+90 to include the curb returns, valley gutter and aprons 5th Street.

ADD ALTERNATE 1 Installation of improvements shown on the plans on the south easterly side of Lake Avenue from Station 25+90 to Station 28+05.

ADD ALTERNATE 2 Installation of improvements shown on the plans on the south easterly side of Lake Avenue from Station 8+36 to Station 14+34.

ADD ALTERNATE 3 Installation of improvements shown on the plans on the south easterly side of Lake Avenue from Station 2+23 to Station 8+36.

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 **31**, 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	Affidavit Required under 23 USD Section 112(c) and 2 CFR Parts 180 and 1200 – Suspension or Debarment
Exhibit 20	Certification Required by Section 1352 of Title 31, United States Code Restrictions of lobbying using appropriated federal funds
Exhibit 21	Instructions for completion of SF-LLL, Disclosure of lobbying Activities
Exhibit 22	DBE Regular Dealer/Distribution Affirmation Form
Exhibit 23	Bidder Disadvantaged Business Enterprise (DBE) Information
Exhibit 24	List of Subcontractors and suppliers bidding
Exhibit 25	Required contract provisions
Exhibit 26	Build America, Buy America Act (BABA)
Exhibit 27	Clean Water Act Statement
Exhibit 28	Air Quality Statement
Exhibit 29	OSHA/SDS Statement
Exhibit 30	Additional Contract Provisions Equal Employment Opportunity
Exhibit 31	Notice to Contractor

This Contract and **Exhibits 1 through 31** 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 31**, 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 20**, 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).

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

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
Lake 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.

BASE BID (Refer to Plans)

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
1. Mobilization & Demobilization	1	Lump Sum		
2. SWPPP	1	Lump Sum		

3. Traffic Control	1	Lump Sum		
4. Saw Cut Pavement	2586	Linear Feet		
5. Remove Pavement	5092	Square Feet		
6. Remove Curb and Gutter	1449	Linear Feet		
7. Remove Barrier Curb	24	Linear Feet		
8. Remove Sidewalk	4305	Square Feet		
9. Remove Valley Gutter and Apron	2122	Square Feet		
10. Remove Planters	1	Linear Feet		
11. Over Excavation – Removal of Unsuitable Material	50	Cubic Yards		
12. Over Excavation – Geotextile Fabric	100	Square Yard		
13. Over Excavation – Backfill w/ Type 2 Class B Aggregate Base	50	Cubic Yards		
14. 3 Inch A.C. Patch Back	5092	Square Feet		
15. 9 Inch Type 2, Class B Aggregate Base	5092	Square Feet		
16. Seal coat	566	Square Yards		
17. Curb and Gutter	1427	Linear Feet		
18. Barrier Curb	26	Linear Feet		
19. Sidewalk	5295	Square Feet		

20. 6" Driveway Approach	594	Square Feet		
21. Valley Gutter and Aprons	3523	Square Feet		
22. Curb Ramps	18	EA		
23. 6" Reinforced Concrete Alley Apron	510	Square Feet		

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 23) IN NUMBERS =
$_____

TOTAL BASE BID AMOUNT (BID ITEMS NO. 1 – NO. 23) 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.

ADD ALTERNATE 1 (Refer to plans)

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
1. Mobilization & Demobilization	1	Lump Sum		

2. SWPPP	1	Lump Sum		
3. Traffic Control	1	Lump Sum		
4. Saw Cut Pavement	215	Linear Feet		
5. Remove Pavement	430	Square Feet		
6. Remove Curb and Gutter	215	Linear Feet		
7. Remove Sidewalk	1675	Linear Feet		
8. 3 Inch A.C. Patch Back	430	Square Feet		
9. 9 Inch Type 2, Class B Aggregate Base	430	Square Feet		
10. Seal coat	48	Square Yards		
11. Curb and Gutter	215	Linear Feet		
12. Sidewalk	1322	Square Feet		
13. 6" Reinforced Concrete Alley Apron	313	Square Feet		

TOTAL ADD ALTERNATE 1 AMOUNT (BID ITEMS NO. 1 – NO. 13) IN NUMBERS = $_____

TOTAL ADD ALTERNATE 1 AMOUNT (BID ITEMS NO. 1 – NO. 13) IN WRITTEN FORM =

_____

_____

_____

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ADD ALTERNATE 2 (Refer to plans)

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
1. Mobilization & Demobilization	1	Lump Sum		
2. SWPPP	1	Lump Sum		
3. Traffic Control	1	Lump Sum		
4. Saw Cut Pavement	606	Linear Feet		
5. Remove Pavement	4758	Square Feet		
6. Remove Valley Gutter and Apron	1393	Square Feet		
7. 3 Inch A.C. Patch Back	4660	Square Feet		
8. 9 Inch Type 2, Class B Aggregate Base	4660	Square Feet		
9. Seal Coat	518	Square Yards		
10. Valley Gutter and Aprons	1967	Square Feet		
11. Barrier Curb	18	Linear Feet		
12. Sidewalk	200	Square Feet		
13. Curb Ramps	2	EA		

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TOTAL ADD ALTERNATE 2 AMOUNT (BID ITEMS NO. 1 – NO. 13) IN NUMBERS = $_____

TOTAL ADD ALTERNATE 2 AMOUNT (BID ITEMS NO. 1 – NO. 13) IN WRITTEN FORM =

_____

_____

_____

ADD ALTERNATE 3 (Refer to plans)

Item No. & Work Description	Quantity	Unit	Unit Price	Bid Amount
1. Mobilization & Demobilization	1	Lump Sum		
2. SWPPP	1	Lump Sum		
3. Traffic Control	1	Lump Sum		
4. Saw Cut Pavement	294	Linear Feet		
5. Remove Pavement	2671	Square Feet		
6. Remove Sidewalk	92	Square Feet		
7. Remove Valley Gutter and Apron	780	Square Feet		
8. Remove Curb and Gutter	27	Linear Feet		
9. 3 Inch A.C. Patch Back	2674	Square Feet		
10. 9 Inch Type 2, Class B Aggregate Base	2674	Square Feet		
11. Seal Coat	297	Square Yards		

12. Curb and Gutter	30	Linear Feet		
13. Barrier Curb	14	Linear Feet		
14. Sidewalk	1530	Square Feet		
15. Valley Gutter and Aprons	714	Square Feet		

TOTAL ADD ALTERNATE 3 AMOUNT (BID ITEMS NO. 1 – NO. 15) IN NUMBERS = $_____

TOTAL ADD ALTERNATE 3 AMOUNT (BID ITEMS NO. 1 – NO. 15) IN WRITTEN FORM =

_____

_____

_____

ADD ALTERNATE INSTRUCTIONS: The Add Alternate amounts are 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.

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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 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.

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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
Lake 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 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)

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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:_____

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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)

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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)

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The prime contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than **10** days from the receipt of each payment the prime contractor receives from the City of Wells. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2). For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

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EXHIBIT 5 - AFFIDAVIT OF NON-COLLUSION

(To Accompany Bid)

STATE OF _____)
)SS.
COUNTY OF _____)

I, _____ (Name of party signing this affidavit and the

Proposal Form)_____(Title), being duly sworn to depose and
say:

That_____ (Name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signature:_____

Title:_____

Sworn to before me this _____ day of _____, 20___.

Signature:_____

Title:_____

(SEAL)

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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

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

CONTRACTOR: _____

CONTACT: _____ PHONE: _____

Classification _____

Paid per hour	Name, Address and Telephone Number of Fund Manager
$ _____ Vacation	_____
$ _____ Health and Welfare	_____
$ _____ Pension	_____
$ _____ Apprentice/training	_____
$ _____ Other	_____

Classification _____

Paid per hour	Name, Address and Telephone Number of Fund Manager
$ _____ Vacation	_____

$ _____ Health and Welfare

$ _____ 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 at 24"x36" sheet size.

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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 **Lake 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 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.

CITY OF WELLS
525 6th Street, Wells, NV 89835
775-752-3355 www.cityofwellsnv.com
Lake Avenue Sidewalk Project
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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 **Lake 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)

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.

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EXHIBIT 11 - NOTICE OF AWARD

TO: _____ **DATE:** _____

_____ **PROJECT: Lake 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.

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 www.cityofwellsnv.com
Lake Avenue Sidewalk Project
Federal Number LTAP-0007-(341)

EXHIBIT 12 - NOTICE TO PROCEED

To:_____
_____

_____
_____

DATE:_____
PROJECT: **Lake 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:_____ DATE:_____
Authorized Company Representative

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.

CITY OF WELLS
525 6th Street, Wells, NV 89835
775-752-3355 www.cityofwellsnv.com
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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

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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 CRF 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.

EXHIBIT 15 - SPECIAL OR SUPPLEMENTAL PROVISIONS

1. Location of Work and Scope of Work:

BASE BID The installation of curb returns, valley gutter and aprons on Baker Street and northwest side of 1st Street. Installation of a curb ramp on the north westerly side of Lake Avenue at Station 11+25. Installation of curb, gutter, and sidewalk on the north westerly side of Lake Avenue from Station 12+25 to Station 28+88 including the curb return, valley gutter and aprons on the northwest side of 2nd, 3rd, 4th and 5th Street. Curb and gutter from Station 19+88 on the south easterly side of Lake Avenue to include the curb returns, valley gutter and aprons at 4th Street. Improvements shown on the plans on the south easterly side from Station 23+40 to Station 25+90 to include the curb returns, valley gutter and aprons 5th Street.

ADD ALTERNATE 1 Installation of improvements shown on the plans on the south easterly side of Lake Avenue from Station 25+90 to Station 28+05.

ADD ALTERNATE 2 Installation of improvements shown on the plans on the south easterly side of Lake Avenue from Station 8+36 to Station 14+34.

ADD ALTERNATE 3 Installation of improvements shown on the plans on the south easterly side of Lake Avenue from Station 2+23 to Station 8+36.

2. City to Provide the Following:

A) The City will do the tree removal at the north westerly side of Lake Avenue at station 22+80.

B) The City will remove and reset street and stop signs – Contractor to coordinate this work with City of Wells Public Works.

C) 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.

D) 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 D) 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 Lake 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:** Base 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 Contactor 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. 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 Contractors 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, pavement and soil at the staging area parcel at the northeasterly corner of First Street and Edgewood Avenue (APN 002-612-003) . The demolished concrete, pavement and extra soil will then be removed from this from this this location by the City of Wells. This is limited to demolished concrete, pavement and extra soil 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. The SWPPP shall include the staging area as well.

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 items for the curb ramp shall include all materials and work for accessible ramps shall include the post curb, curb, sidewalk,

truncated domes and any extra labor required for the construction of the curb ramps. The curb and sidewalk within the curb ramp area shall be included in the curb ramp bid items.

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:

    Note that all grading and aggregate base for flat work such as curb, gutter, sidewalks, valley gutters, driveways, alley aprons and curb ramps 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. Utilities that are marked and damaged by the Contractor will be the Contractor's responsibility to repair. Unmarked water or sewer damaged by the Contractor shall be repair by the City of Wells.

21. The geotextile fabric called out in Base Bid Item 12 shall be ADS 315st Woven Geotextile, ADS 0801 Nonwoven Geotextile or and approved equal.

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 refereed 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. 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 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 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.

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:

Electric power ..... Company	Wells Rural Electric
Natural gas	Wells Propane
Telephone	Frontier
Fiber optic communication lines ..... Frontier and other communication operators	AT&T, US Sprint, BeeHive,
Cable tv ..... Company	Satview Broadband

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**.

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.

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

Please see attached both State of Nevada and Davis Bacon Wage Rates at the end of this document.

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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.
County of _____)

_____
Notary Signature
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.

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 - AFFIDAVIT REQUIRED UNDER 23 USC SECTION112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT

STATE OF _____

SS

COUNTY OF _____

I, _____(Name of party signing this affidavit and the Proposal Form) _____(title). being duly sworn do depose and say: That _____(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims,
or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City of Wells will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20_____

(SEAL)

_____
Notary Public, Judge or other Official

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EXHIBIT 20 –

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____
Name (please type or print)

_____
Signature

_____
Title

EXHIBIT 21 - INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

Please see attached at the end of this document.

EXHIBIT 22 - DBE REGULAR DEALER/DISTRIBUTOR AFFIRMATION FORM

In accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, the *City of Wells* notifies all bidders and proposers that it will affirmatively ensure that certified Disadvantaged Business Enterprises (DBE) firms will be afforded full and fair opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Although there is no contract specific goal associated with this contract, *City of Wells* encourages Contractors to also ensure non-discrimination in the award and administration of subcontracts to help remove barriers to the participation of DBEs and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

Please see attached at the end of this document.

EXHIBIT 23 - BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Please see attached at the end of this document.

EXHIBIT 24 - LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

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EXHIBIT 25 - REQUIRED CONTRACT PROVISIONS

Please see on next page.

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EXHIBIT 26 - BUILD AMERICA, BUY AMERICA ACT (BABA)

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

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

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

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials

combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.

All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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

EXHIBIT 27 - CLEAN WATER ACT STATEMENT

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

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

EXHIBIT 28 - AIR QUALITY STATEMENT

This project is located in an attainment area for air quality. The bidder shall contact the Nevada Department of Conservation and Natural Resources (Division of Environmental Protection), phone (775) 687-4670, regarding special considerations concerning air quality requirements of the basin in which this project is located.

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

EXHIBIT 29 - OSHA/SDS STATEMENT

In compliance with the multi-employer worksite provisions of the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard 29 CFR Part 1910.1200 (e) (2) the Contractor is required to provide current Safety Data Sheets (SDS) for all hazardous chemicals [as defined in 29 CFR Part 1910.1200 (c)] to be used by the Contractor in this contract. It will be the Contractor's responsibility to submit a list of all hazardous chemicals to be

used on this contract 7 days in advance of the pre-construction conference. SDS must be submitted prior to the beginning of any phase of work which requires the use of the hazardous chemical. An SDS shall be submitted prior to use of the hazardous chemical on the contract, for any additional hazardous material not covered by
the original list.

EXHIBIT 30 - ADDITIONAL CONTRACT PROVISIONS EQUAL EMPLOYMENT OPPORTUNITY

Training Special Provisions

In accordance with 23 U.S.C. 140(a) and as a part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as specified herein.

Provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of hours of training will be 0 hours.

In the event that a portion of the contract work is subcontracted, determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor retains the primary responsibility for meeting the training requirements specified. Insure that these training specifications are made applicable to such subcontract. Where feasible, 25% of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, submit for approval, the number of trainees in each selected classification and training program to be used. Furthermore, specify the starting time for training in each of the classifications. Credit will be given for each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and reimbursement will be made for such
trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of these training requirements. Make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. Be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with these training requirements. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Do not employ any person as a trainee in any classification in which they have successfully completed a training course leading to journeyman status or in which they have been employed as a journeyman. Satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case.

The minimum length and type of training for each classification shall be as established in the training program selected by the Contractor and approved by the *City of Wells* and the Federal Highway Administration. The *City of Wells* and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the *City of Wells*, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal aid project; contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee's wages during the offsite training period.

No payment will be made to the Contractor if either the failure to provide the required training or the failure to hire the trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting these training requirements. It is normally expected that a trainee will begin their training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in their work classification or until they have completed their training program. It is not required

that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under these training requirements if
acceptable training has been provided for the number of training hours specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees shall be paid at least 60% of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75% for the third quarter of the training period, and 90% for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these specifications.
Furnish each trainee a copy of the program they shall follow in providing the training. Provide each trainee with a certification showing the type and length of training satisfactorily completed.

Maintain records and furnish periodic reports documenting performance of these training requirements.

PLEASE NOTE: Payment for TRAINING (*X* TRAINEE(S)) as required above and by Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968 will be made at a rate of $0.80 per hour. Any bid submitted with an amount other
than the specified rate will be adjusted to $0.80 per hour for this bid item.

EXHIBIT 31 NOTICE TO CONTRACTORS

1. This is a Federal-aid contract and the requirements for such shall apply. On a Federal–aid contract, any Contractor otherwise qualified by the State of Nevada to perform such work is not required to be licensed nor to submit application for license in advance of submitting a bid or having such bid considered, provided, however, that such exception does not constitute a waiver of the State's right under its license laws to require a Contractor, determined to be a successful bidder, to be licensed to do business in the State of Nevada in connection with the award of the contract to him.

2. Contractors and subcontractors are required to hold a valid Contractor's license of a class corresponding to the work to be done, in accordance with the provisions of NRS 624, prior to being awarded a contract.

3. Bidders are responsible to comply with all Federal, State, County and Local laws, statutes, policies and procedures required to perform the scope of work. All bidders must comply with the requirements of doing business in Nevada, as directed by the Office of the Secretary of State (including a State Business License), and any other County or Local agencies as may be applicable.

4. All Contractors doing business in Nevada must have a Federal Tax Identification Number.

5. The following signed certification is required of the person, firm, association or corporation in order for the bid to be considered responsive:

- ☐ Anti-Collusion Affidavit (form included below)
- ☐ Restrictions on Lobbying Using Appropriated Federal Funds (form included below)
- ☐ Bidder Disadvantaged Business (DBE) Information (if DBE Goal)
- ☐ Bidder Subcontractor Information (5%)
- ☐ Bidder Subcontractor Information (1%)
- ☐ Bidder Subcontractor Information (For subcontractors exceeding $250,000) (if bid amount >$25M)
- ☐ List of Subcontractors and Suppliers Bidding

6. All proposals must be accompanied by a proposal guaranty (bid bond or other guaranty) made unconditionally payable to the *City of Wells* in the amount equal to 5% of total bid amount. The guaranty may be cash, cashier's check, certified check, money order, bank draft, an undertaking executed by a corporate surety company authorized to do business in the State of Nevada, an electronic bid bond validated with Surety 2000 or SurePath, or any other guaranty that may be especially approved by the *City of Wells*. Such proposal guaranty is to be forfeited to the *City of Wells* should the bidder to whom the contract is awarded fail to enter into the contract within 20 days of the award of the contract.

AFFIRMATIVE ACTION AND NONDISCRIMINATION LANGUAGE

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

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

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

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

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

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

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. The following goal for female utilization shall be included in all Federal and Federally assisted construction contracts and subcontracts in excess of $10,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing work on a Federal or Federally assisted construction contract or subcontract.

FEMALE PARTICIPATION STATEWIDE

Time Period Goal
Until further notice..... 6.9%

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

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

NEVADA ECONOMIC AREA

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

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

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

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

CITY OF WELLS
525 6th Street, Wells, NV 89835
775-752-3355 www.cityofwellsnv.com

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The

overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from 59 which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with
whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment
source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Con tractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing
the openings, screening procedures, and tests to be used in the selection process.
j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
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 affect 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 subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
p. Conduct a review, at least annually, of all supervisors' adherence to and performance
under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of 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 work force 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 non-compliance.

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 underutilized).

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 ll246, 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 specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.
17. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).
(INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)
18. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports). This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

STANDARD ENVIRONMENTAL LANGUAGE

Migratory Birds. Construction activities shall be conducted in compliance with the Migratory Bird Treaty Act (50 CFR 10.13), the Bald and Golden Eagle Protection Act (16 U.S.C. 668(a); 50 CFR 22), Nevada Administrative Code 503.050, and NRS 503.620.

Disturbances shall be conducted in a manner that avoids impacts to protected birds that may be actively utilizing land, vegetation, or structures for nesting. Land, vegetation, or structure disturbances occurring during avian nesting season (January 1 through September 30) will require nesting surveys conducted by an approved biologist with experience in bird identification, general nesting behavior, nest and egg identification, and knowledge of habitat requirements for migratory birds. Submit a copy of the biologist's curriculum vitae for approval by the Department's Environmental Services Division prior to the preconstruction meeting. Conduct nesting surveys no more than 7 days prior to any construction activities, including mobilization, land disturbance, vegetation removal, and structure disturbance. If temporary suspensions or disruptions to construction activities greater than 7 consecutive days occur, a

new nesting survey will be required prior to resuming construction activities. Nesting surveys shall be documented in survey reports and submitted for approval by the Department's Environmental Services Division prior to commencing land, vegetation, or structure disturbances.

Bird nests containing eggs and/or young are considered active and shall not be disturbed until after the young have left the nest. The Contractor may take preventative measures outside of avian nesting season to ensure that birds do not create nests on structures.
If an active nest is found within the project limits, the Department will determine a suitable buffer area around the nest site. The buffer area around the nest site will be flagged as an avoidance area. Construction activities, including foot traffic, shall not occur within the flagged avoidance area while the nest is active. Do not commence land, vegetation, or structure disturbances in the avoidance area until written approval from the Engineer and the Department's Environmental Services Division is obtained.

Be responsible for project delays ensuing from a failure to account for avian nesting and/or safeguarding structures from bird nest construction. Written approval from the Engineer and the Department's Environmental Services Division shall be obtained prior to commencement of any contract-related activity resulting in the disturbance or removal of unoccupied nests.
Be responsible for all costs incurred related to protecting migratory birds, nesting surveys, establishment and maintenance of nest avoidance areas, avian nesting preventive measures, or removal of unoccupied nests.

Bats. All bat species are protected by Nevada Administrative Code 503.030. Construction activities shall be conducted in a manner that prevents harm to roosting bats, maternal roosts, and immobile young. Bat surveys shall be conducted by an approved biologist with experience identifying signs of bat presence. Submit a copy of the biologist's curriculum vitae for approval by the Department's Environmental Services Division prior to the preconstruction meeting. Conduct bat surveys no more than 7 days prior to tree trimming, tree removal, and structure disturbance, including culverts with a 71 diameter or height 36 inches or greater. If temporary suspensions or disruptions to construction activities greater than 7 consecutive days occur, a new bat survey will be required prior to resuming construction activities. Bat surveys shall be documented in survey reports and submitted for approval by the Department's Environmental Services Division prior to tree trimming, tree removal, or structure disturbance.

If immobile young or a maternal colony are observed during initial inspections, seasonal avoidance measures shall be put in place until an approved biologist determines that all young are mobile, typically in late July. Submit a copy of the proposed seasonal avoidance measures for approval by the Department's Environmental Services Division prior to implementation. Once all young are mobile, construction activities and associated disturbances within 150 feet of the maternal roost are restricted to between the hours of 7:00 pm and 7:00 am. Hourly restrictions may be removed once the approved biologist determines bats have moved out of the roost, typically in late October.

If adult bats or recent signs of bat presence are observed, exclusionary measures shall be required. Submit a copy of proposed exclusionary measures for approval by the Department's Environmental Services Division prior to implementation. Once exclusionary measures are installed, an approved biologist shall conduct a site visit no more than 7 days prior to work to inspect exclusionary measures for effectiveness and conduct inspection training for personnel. Exclusionary measures shall be inspected for effectiveness daily by the Contractor and maintained through the duration of construction activities, or until work on the trees and structures is completed. Exclusionary measures are only permitted when young-of-year are not present on the tree or structure, typically after late October.

If inactive swallow nests are observed, and it is outside avian nesting season (January 1 through September 30), the nests shall be inspected for bats prior to removal. The approved inspecting biologist can remove each nest in accordance with nest removal requirements once the nest has been cleared.

Be responsible for all costs incurred related to protecting bats, including surveys, establishment and maintenance of avoidance areas, exclusionary measures, and removal of unoccupied swallow nests that may be roosting sites for bats. Be responsible for project delays ensuing from a failure to account for bats' use of trees or structures.
If bats appear on project site after work has started, and may be disturbed during work activities, enforce a 150 foot avoidance area and contact the Engineer to coordinate with the Department's Environmental Services Division or the Nevada Department of Wildlife for proper guidance.

Monarch Butterfly. The monarch butterfly (Danaus plexippus) is a candidate species for federal protections under the Endangered Species Act (16 USC 1531-1544). Construction activities shall be conducted in compliance with the Nationwide Candidate Conservation Agreement (Monarch CCAA) and the following requirements to minimize harm to the monarch butterfly species and potential habitat.

A field survey of plant species and potential habitat within the project limits shall be conducted by an approved biologist with experience identifying milkweeds (Asclepias spp.) and nectar plant species. Submit a copy of the biologist's curriculum vitae for approval by the Department's Environmental Services Division prior to the preconstruction meeting. Conduct field survey no more than 7 days prior to any land or vegetation disturbance, including staging and parking areas.

Milkweeds shall be identified and mapped, and a 60 foot radius around the plants shall be delineated with high-visibility markers as a restricted work area. Inspect milkweeds within the restricted work area for eggs and larvae. Submit findings in a report to the Engineer for review by Department's Environmental Services Division.

If the restricted work area cannot be avoided during monarch breeding season (March 15 through November 30), obtain written approval from the Engineer and the Department's Environmental Services Division prior to commencing land or vegetation disturbance within the

restricted work area. Once approval is obtained, milkweeds within the restricted work area shall be cut back prior to the start of breeding season and every week thereafter to prevent growth until construction activity has left the immediate area, or through the end of the breeding season, whichever comes first.

Chemical treatments used to control vegetation growth per Subsection 637.01.04 shall not be utilized within the restricted work area. If vegetation control is necessary within the restricted work area, Contractor shall perform it by hand or mechanical means.

Be responsible for all costs related to monarch mitigation measures. Additional information on the Monarch CCAA can be found at https://rightofway.erc.uic.edu/wpcontent/uploads/Final-CCAA_Signed-4.7.20.pdf.

Noxious Weed Management. Develop a Noxious Weed Management Plan, herein after referred to as "the plan," to prevent the spread and establishment of Nevada state listed noxious weeds detailed in NRS Chapter 555 and Nevada Administrative Code (NAC) Chapter 555. As the program regulators identified in NRS Chapter 555 and NAC Chapter 555, the Department Environmental Services project manager must review and approve the plan prior to staging, mobilization, and ground disturbance activities. The approved plan shall be executed throughout the duration of the project.
A biologist, botanist, or equivalent as approved by the Engineer familiar with the identification and mapping of noxious weeds shall conduct a survey of the project limits including all areas scheduled for ground disturbance, material sites, shoulders where construction vehicles and machinery may park, and staging areas. If noxious weeds are present, the surveyor shall document and delineate population locations for inclusion within the plan. Give a minimum of 48 hours notification in advance of performing the initial survey, allowing the Engineer the opportunity to conduct a pre-activity meeting. Subsequent surveys and reassessment may be required by the Engineer if the initial survey is completed outside of the primarily observed noxious weed growing season.

The plan shall be developed to select control or treatment methods appropriate for each species observed and submitted to the Engineer for further coordination with the Department Environmental Services. Define timing of proposed treatments, applicator information, safety measures, environmental concerns, follow-up treatments, monitoring, and rehabilitation and/or revegetation practices post treatment. Chemical treatments must be conducted in accordance with laws, regulations, and policies governing the landowner and must be documented and reported to the Engineer within 30 days post treatment.

The plan shall also include identification of areas where noxious weed populations are to be avoided outside of anticipated disturbance limits. These areas shall be clearly flagged or temporarily fenced and maintained for avoidance.

All soils where noxious weeds are documented are to be considered contaminated soils and cannot be salvaged as topsoil. The plan shall include methods for disposal of contaminated soils according to Subsection 107.14, or as approved by the Engineer.

To prevent spread within the project area, the plan must include methods for keeping contractor equipment, personnel, staging areas, construction and excavation sites, and roadways clear of noxious weed plants and seeds. Equipment leaving noxious weed infested areas shall be decontaminated before moving vehicles to new locations outside the contaminated areas.

For additional information on noxious weeds in Nevada, go to:

NRS Chapter 555 – Control of Insects, Pests, and Noxious Weeds:
https://www.leg.state.nv.us/nrs/nrs-555.html

Nevada Department of Agriculture Noxious Weed Program: https://agri.nv.gov/NoxiousWeeds/

Fencing. Any fencing administered by NDOT which is used to control access to the highway or interstate must be perpetuated. If livestock or 8' wildlife fencing is to be breached, maintain the functionality of the fence to prevent livestock or wildlife from entering NDOT's right-of-way and becoming a safety hazard. All staging areas must be at least 100' away from the terminus of a livestock or 8' wildlife fence as well as any escape features, such as 1-way gates or escape ramps.

Archeological Resources. Be responsible for the preservation of archeological and paleontological objects, including all ruins, sites, buildings, artifacts, fossils, or other objects of antiquity encountered during construction. When such objects are encountered, immediately cease operations within 100 feet of the discovery and give notification to the NDOT Engineer that such objects exist. The NDOT Engineer will notify the Manager of NDOT's Cultural Resource Section. Reschedule construction operations to avoid the section until given written notification from the NDOT Engineer to proceed with operations.

Naturally Occurring Asbestos/Erionite (if required). Any imported earthen material that will be placed on NDOT right-of-way must be evaluated for NOA and erionite as outlined in *Documenting Naturally Occurring Asbestos and Erionite in Import Material from Non-Nevada Department of Transportation Sources for Projects*, most recent edition. A copy of the document may be obtained from the Department's website https://www.nevadadot.com/doing-business/about-ndot/ndotdivisions/engineering/environmental-services/environmental-documents-and-projects

Stormwater Construction General Permit (if required). Nevada Division of Environmental Protection, Bureau of Water Pollution Control, has issued general permit NVR10000 that covers construction activities within the state of Nevada. In order to be covered by the permit, CONTRACTOR shall submit, at no extra cost to OWNER, a Notice of Intent (NOI) and the required filing fee to the Nevada Division of Environmental Protection, Bureau of Water Pollution Control. Further information and copies of the required (NOI) may be obtained at NDEP Construction Stormwater Permits.

CITY OF WELLS
525 6th Street, Wells, NV 89835
775-752-3355 www.cityofwellsnv.com
Lake Avenue Sidewalk Project
Federal Number LTAP-0007-(341)

SUBLETTING OF CONTRACT

Do not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof or right, title or interest therein, without prior written consent of the Engineer and of the surety. The subcontractor or assignee shall not have any claim against the *City of Wells* by reason of the approval of the subcontract or assignment.

Submit requests for permission to sublet, assign, or otherwise dispose of any portion of the contract in writing and accompany with a letter showing that the organization which will perform the work is particularly experienced for such work.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds. Without exception and before the performance of any work by a subcontractor, submit a request to sublet and 2 certified copies of a fully executed subcontract between the Contractor and the subcontractor. This also applies to lower tier subcontracts.

In preparing such copies, the prices agreed upon for the work may be omitted, except as follows:

(a) The type, amount, and price for partial items of work must be clearly indicated.
(b) Subcontracts with DBE/SBE firms must clearly show the type, amount, and agreed price for the work.

The subcontractors shall not begin work on the contract until after these documents have been reviewed and approved.

See the paragraph contained in Subsection 110.01 pertaining to Title 29, Code of Federal Regulations, Part 1926.
See Subsection 102.03 for subcontractor information required on the day of bid opening.
According to NRS 338.141, do not substitute any person for a subcontractor who is named in the bid, unless:

(a) The *City of Wells* objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or
(b) The substitution is approved by the *City of Wells* and:

1. The named subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor which was offered to the subcontractor with the same terms that all other subcontractors on the project were offered;
2. The named subcontractor files for bankruptcy or becomes insolvent; or
3. The named subcontractor fails or refuses to perform his subcontract within a reasonable time.

Contract bid prices will prevail for purposes of computing the monetary value of all subcontracts. Perform with own organization, work amounting to not less than 30% of the combined value of all items of the work covered by the contract except as follows:

(a) If electing to furnish materials for work to be performed by an approved subcontractor and the materials are not obtained from the same firm that is to perform the work of incorporating said materials into the project, the cost of said materials, when set forth in a written statement

accompanying the subcontract agreement or contained therein, will be excluded from amounts applicable to the subcontracted percentage.

When a firm both sells materials to a Contractor and performs the work of incorporating the materials into the project, these 2 phases of work must necessarily be considered in combination and, as in effect, constituting a single subcontract.

(b) When performed by subcontract, any items that have been selected as "Specialty Items" for the contract will be excluded from amounts applicable to the subcontracted percentage. "Specialty Items" for the contract will be listed as such in the Special Provisions.

The contract amount bid for "Specialty Items" so performed by subcontract will be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

Roadside production of materials is construed to be the production of crushed stone, gravel, or other material with portable or semi-portable crushing, screening, or washing plants, established or reopened in the vicinity of the work for the purpose of supplying materials to be incorporated into the work. Roadside production of materials will be considered subcontracting if performed by other than the Contractor.

The *City of Wells* and the Contractor will not recognize any subcontractor on the work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Local Agency. The Contractor will be held solely responsible for the progress of the work according to the progress required.

Insert in each subcontract all of the following contract provisions, copies of which are contained in the contract documents:

(a) LABOR PROVISIONS: The "DESIGNATED HOURLY MINIMUM WAGE RATES" supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada.
(b) FORM FHWA-1273: The "REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (Exclusive of Appalachian Contracts)", "Appendix A of Department of Transportation Order 1050.2A" and "Appendix E of Department of Transportation Order 1050.2A."
(c) The "ADDITIONAL CONTRACT PROVISIONS—SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS."
(d) The "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)."
(e) The "ADDITIONAL CONTRACT PROVISIONS—EQUAL EMPLOYMENT OPPORTUNITY Training Special Provisions."
(f) The certification on "RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS."
(g) The "AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) and 2 CFR PARTS 180 AND 1200 –SUSPENSION AND DEBARMENT"

Insert the following statements in each subcontract:

"NON-DISCRIMINATION IN EMPLOYMENT
AND CONTRACT LABOR PROVISIONS"

"In connection with the performance of work under this contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color or National origin; and further agrees to insert the foregoing provisions in all subcontracts hereunder."

"Also included, and made a part of this subcontract agreement are the necessary Labor Provisions, including the "Designated Wages" as determined from wages supplied by the United States Department of Labor and the Labor Commissioner of the State of Nevada; Form FHWA-1273, the "Required Contract Provisions, All Federal-aid Construction Contracts (Exclusive of Certification Acceptance and Appalachian Contracts)"; the "Contract Work Hours Standards Act—Overtime Compensation."

PAYMENTS TO SUBCONTRACTORS

Maintain records and documents of payments to subcontractors for 3 years following the final inspection and acceptance of the contract. These records must be available for inspection upon request by any authorized representative of the *City of Wells, NDOT* or FHWA. This requirement also extends to any subcontractor.

Report payments made to each subcontractor via B2GNow reporting software by the 15th day of each month following payment. Access to the software is provided at no cost. Attach proof of payment for all Enterprise Subcontractors. Ensure that subcontractors report their payments to lower-tier subcontractors via B2GNow. Ensure that Enterprise Subcontractors verify payments made to them via B2GNow. Reporting via B2GNow is considered a necessary portion of the work and payments may not be forthcoming until this requirement is complied with.

The prime contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than 10 days from the receipt of each payment the prime contractor receives from the *City of Wells* . The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2) <Choose appropriate retainage clause, 2 or 3, for subcontractors for your agency.>. For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

The *City of Wells* will also review payments to DBE/SBE subcontractors to ensure that the actual amount paid to subcontractors is consistent with the dollar amounts stated in the schedule of DBE/SBE participation.

The *City of Wells* will bring to the attention of the U.S. Department of Transportation (USDOT) any false, fraudulent, or dishonest conduct by the prime contractor in connection with the Federal Aid requirements and the DBE program, so that the USDOT can take the steps (e.g. referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in Subpart F of 49 CFR, Part 26.

The *City of Wells* will consider action under their legal authorities, including responsibility determinations in future contracts, for any false, fraudulent, or dishonest conduct by the prime contractor in connection with the subcontractor information or payments.

CITY OF WELLS
525 6th Street, Wells, NV 89835
775-752-3355 www.cityofwellsnv.com
Lake Avenue Sidewalk Project
Federal Number LTAP-0007-(341)

WAGE RATE

The provisions pertaining to wages and conditions of employment shall apply to all work performed (on the contract) by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed on the contract by subcontractors.

Minimum wage rates determined by the Labor Commissioner of the State of Nevada and by the Secretary of Labor, if applicable, are set forth in the contract documents. Do not pay wage rates less than the minimum wage rates.

Forfeit, as a penalty to the *City of Wells*, the amount stipulated in NRS Chapter 338 when workmen are paid less than the minimum wage rate.

The laborers shall have access to the pertinent minimum wage schedules at all times. Provide and erect a weatherproof bulletin board at the job site and post all minimum wage schedules and other required information thereon. Construct the weatherproof bulletin board so that the material thereon is adequately protected from the elements.

It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926—published in the Federal Register on December 16, 1972, and subsequent revisions) promulgated by the United States Secretary of Labor, according to Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

The minimum wage rates apply to workmen working upon the "site of the work." The term "site of the work" is defined as follows:

The "site of the work" is defined as the physical place or places where work called for in the contract is performed by either the Contractor or the Contractor's agents. Material sources controlled by the Local Agency and staging areas set up to construct portions of the work are considered to be the "site of the work." Not included in the "site of the work" are permanent home offices, batch plant establishments, fabrication plants, and tool yards of an employer whose locations and continuance in operation are determined without regard to the work. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, or other like locations of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids are not included in the "site of the work."

The Contractor and subcontractors compliance with Title 29, subtitle A, 3.3, Code of Federal Regulations and NRS 338 will be required on this contract. These regulations require submittal of a tally of weekly payroll and statement of compliance with respect to each employee engaged in work on the project. Submit these payrolls and statement of compliance to the Nevada Department of Transportation and the State of Nevada Labor Commissioner.

Submit payrolls electronically via email to the *City of Wells* at finance@cityofwellsnv.com. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive.

110.02 Laws Cited. See the provisions and requirements of the following:

(a) Wages, Hours and Employment on Public Works—NRS Chapter 338.
(b) Nevada Industrial Insurance Act—NRS Chapter 616A. Furnish a certificate from the insurer as evidence of payment of all the premiums and percentages as required by the act, and furnish said certificate before any work is commenced.
(c) Unemployment Compensation Law—NRS Chapter 612.
(d) Highway Camp Sanitation—NRS 444.130, 444.200 and 444.210.
(e) Fair Labor Standards Act of 1938 (52 Stat. 1060).
(f) Work Hours Act of 1962.
(g) Any and all legislation, rules or regulations promulgated by the State of Nevada, or its agencies, covering any work performed by the Contractor.
(h) Fraudulent and Discriminatory Employment Practices—NRS Chapter 613.

REQUIRED POSTINGS AND NOTICES

Notices and posters are to be placed in:

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

Required Postings:

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

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

project (installed on or before the notice to proceed date and removed at construction completion).

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

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

REQUIRED CONTRACT PROVISIONS

Please see attached.

APPENDIX A OF DEPARTMENT OF TRANSPORTATION ORDER 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or
b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States."

APPENDIX E OF DEPARTMENT OF TRANSPORTATION ORDER 1050.2A

Appendix E of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq)."

ADDITIONAL CONTRACT PROVISIONS
SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization, please use the following identification codes:

i. White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

ii. Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

iii. Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through a tribe or community.

iv. Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

v. Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

vi. Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

vii. Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

viii. Not Specified: Only for persons who choose not to list their race, ethnicity, color, or national origin.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.

B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.

C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;

(a) Black (a person having origins in any of the black racial groups of Africa);

(b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);

(c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);

(d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or

(e) A woman

D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

(a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

(b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

STANDARDIZED CHANGED CONDITION CLAUSES

(1) *Differing site conditions.*

a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in

the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

b. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

(2) *Suspensions of work ordered by the engineer.*

a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

b. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment with the time prescribed.

d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work*

a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be

agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

d. The term "significant change" shall be construed to apply only to the following circumstances:

i. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

ii. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Sub-awardee

Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*

$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other: specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:	Total Subcontract/Purchase Order Amount:
Authorized DBE Representative (Name and Title):	NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

   (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?

   ☐ YES ☐ NO **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

   ☐ YES ☐ NO* **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

   ☐ YES ☐ NO[1]

   (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

   [1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ?

   ☐ YES[2] ☐ NO[3]

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ?

   ☐ YES[2] ☐ NO[3]

   [2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

   [3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

BIDDER DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Contract No:

Project No(s):

Total Bid Amount $_____

Contract DBE Goal: _____%

Contractor: _____

Address: _____

_____

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT: _____

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

B. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT: _____

C. Total Dollar Value of DBE Participation (add totals from lines A & B): $_____**

D. Total percent of DBE participation (divide line c by total bid amount): _____%

_____
Contractor's Signature Date

Telephone No. _____

***DBEs must be certified by the Nevada Unified Certification Program.**

****DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.**

REV. 09/13

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No: Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

REV. 09/13

a. REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) &(5).

   b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

   c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

b. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

c. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

d. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

e. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. **Minimum wages** (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. **Records and certified payrolls** (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347f.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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; and

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

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractorto civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction forcause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Appendix A of Department of Transportation Order 1050.2A

"During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States."

STATE OF NEVADA

JOE LOMBARDO
GOVERNOR

DR. KRISTOPHER SANCHEZ
DIRECTOR

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2027 PREVAILING WAGE RATES
NORTHERN NEVADA RURAL REGION

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

DATE OF DETERMINATION: October 1, 2026

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027

PREVAILING WAGE DETERMINATIONS - NRS 338.030(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.

Pursuant to NRS 338.025, for determining the prevailing rate of wages pursuant to NRS 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 338.030(2): Objections to Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

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

Pursuant to Nevada Revised Statutes (NRS) 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 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

As Amendments/Revisions are made to the wage rates, they will be posted within the corresponding region's prevailing wage determination and updated with the applicable amendment number.

AIR BALANCE TECHNICIAN 4
ALARM INSTALLER 5
BOILERMAKER 6
BRICKLAYER 7
CARPENTER 9
CEMENT MASON 11
ELECTRICIAN - COMMUNICATION TECHNICIAN 12
ELECTRICIAN - LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR 14
ELECTRICIAN - NEON SIGN 14
ELECTRICIAN - WIREMAN 16
ELEVATOR CONSTRUCTOR 17
FENCE ERECTOR 19
FLAG PERSON 20
FLOOR COVERER 21
GLAZIER 22
HIGHWAY STRIPER 23
HOD CARRIER-BRICK MASON TENDER 24
HOD CARRIER-PLASTERER TENDER 25
IRONWORKER 27
LABORER 30
LUBRICATION AND SERVICE ENGINEER (EQUIPMENT GREASER MOBILE AND GREASE RACK) 31
MECHANICAL INSULATOR 32
MILLWRIGHT 33
OPERATING ENGINEER 36
OPERATING ENGINEER - STEEL FABRICATOR & ERECTOR 36
OPERATING ENGINEER - PILE DRIVER 37
PAINTER 39
PILE DRIVER 41
PLASTERER 42
PLUMBER/PIPEFITTER 43
REFRIGERATION MECHANIC 44
ROOFER 45
SHEET METAL WORKERS 47
SOILS and MATERIAL TESTER 48
SPRINKLER FITTER 49
SURVEYOR 50
TAPER 51
TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER 53
TILE SETTER/TERRAZZO WORKER/MARBLE MASON 54
TRAFFIC BARRIER ERECTOR 55
TRUCK DRIVER 56
WELL DRILLER 57

GROUP CLASSIFICATIONS 58
LABORER 58
OPERATING ENGINEER 61

NRS 338.010(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.

Pursuant to NRS 338.010(26) & NRS 338.020(3), overtime is calculated on the Prevailing Wage Rate (Base + Fringe) unless otherwise noted below in the premium pay section for *each* craft.

NRS 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 338.030.

Please see NRS 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) 338.0097 and 338.092 through 338.100 for further details on "bona fide fringe benefits," 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 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	$96.37
Air Balance Technician-Foreman	$103.20
Air Balance Technician-General Foreman	$110.03

ADD ZONE RATE:

In addition to AIR BALANCE TECHNICIAN, add the applicable amounts per hour, rates calculated on one-way drive miles using Google Maps based on shortest distances from the courthouse in Reno, Nevada:

Zone 1	0 to 29 miles	$0.00
Zone 2	30 to 49 miles	$3.00
Zone 3	50 to 100 miles	$6.00
Zone 4	Over 100 miles	$9.00

ADD PREMIUM PAY:

All work performed outside the regular working hours and performed during the regular workweek shall be at one and one-half (1.5) times the straight time rate of pay. Sundays and Holidays shall be paid at double (2x) the straight time rate of pay. When employees work more than sixty (60) hours in a work week, it will be paid at double (2x) time. Double (2x) the straight time rate of pay shall be paid when employees report back to work without an eight (8) hour rest period between shifts.

General Foreman, Foreman, and Stewards who maintain current First Aid/CPR Completion Certificates shall receive an additional Fifty Cents ($0.50) over their base wage.

REGULAR WORKING HOURS: Eight (8) hours between 6:00 am and 4:30 pm, except for the months of May 15 through September 15, in which 5:00 am may be the start time. Other start times must be approved.

WORKWEEK: Five (5) consecutive eight (8) hour days, beginning on Monday and ending with Friday of each week.

****Overtime and Double Time are calculated on the base rate of pay.**

SHIFT DIFFERENTIAL (Not less than five (5) full consecutive days Monday through Friday):

Second Shift (Swing)	4:00 p.m. to 11:30 p.m.	10% per hour increase and eight (8) hours' pay for seven and one-half (7 ½) hours worked
Third Shift (Graveyard)	12:01 a.m. to 7:00 a.m.	15% per hour increase and eight (8) hours' pay for seven (7) hours worked

**If the second shift extends past midnight, the entire second shift shall be paid at the graveyard shift rate. No shift overlap, and shift changes will be permitted on Monday.*

RECOGNIZED HOLIDAYS:

New Year's Day	Presidents" Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve Day	Christmas Day	Days locally observed as such	

**If a holiday falls on Saturday, the Friday preceding shall be a recognized holiday. If a holiday falls on Sunday, the Monday following shall be a recognized holiday.*

JOB DESCRIPTION:

Excerpt from Sheet Metal Local 88 Collective Bargaining Agreement.

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; all lagging over insulation and all duct lining; testing and balancing of all air-handling equipment and duct work; 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; metal exterior wall systems, and metal roofing.

Craft: ALARM INSTALLER (Non-Union Rate)

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

Alarm Installer	$42.74

JOB DESCRIPTION (copied from O*NET OnLine):

Includes but is not limited to:

- Install, maintain, or repair security systems, alarm devices, or related equipment, following blueprints of electrical layouts and building plans.
- Mount and fasten control panels, door and window contacts, sensors, or video cameras, and attach electrical and telephone wiring to connect components.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Test and repair circuits and sensors, following wiring and system specifications.

Craft: BOILERMAKER (Non-Union Rate)

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

Boilermaker	$79.07

JOB DESCRIPTION (copied from O*NET OnLine):

Includes but is not limited to:

Construct, assemble, maintain, and repair stationary steam boilers and boiler house auxiliaries. Align structures or plate sections to assemble boiler frame tanks or vats, following blueprints. Work involves use of hand and power tools, plumb bobs, levels, wedges, dogs, or turnbuckles. Assist in testing assembled vessels. Direct cleaning of boilers and boiler furnaces. Inspect and repair boiler fittings, such as safety valves, regulators, automatic-control mechanisms, water columns, and auxiliary machines.

Sample of reported job titles: Boiler Installer, Boiler Mechanic, Boiler Repairman, Boiler Service Technician (Boiler Service Tech), Boiler Technician (Boiler Tech), Boilermaker, Boilermaker Mechanic, Boilermaker Pipe Fitter, Boilermaker Welder, Industrial Boiler Service Technician (Industrial Boiler Service Tech).

- Conduct pressure tests on vessels, such as boilers.
- Study blueprints to determine locations, relationships, or dimensions of parts.
- Examine boilers, pressure vessels, tanks, or vats to locate defects, such as leaks, weak spots, or defective sections, so that they can be repaired.
- Inspect assembled vessels or individual components, such as tubes, fittings, valves, controls, or auxiliary mechanisms, to locate any defects.
- Lay out plate, sheet steel, or other heavy metal and locate and mark bending and cutting lines, using protractors, compasses, and drawing instruments or templates.
- Bell, bead with power hammers, or weld pressure vessel tube ends to ensure leakproof joints.
- Locate and mark reference points for columns or plates on boiler foundations, following blueprints and using straightedges, squares, transits, or measuring instruments.
- Shape or fabricate parts, such as stacks, uptakes, or chutes, to adapt pressure vessels, heat exchangers, or piping to premises, using heavy-metalworking machines such as brakes, rolls, or drill presses.
- Position, align, and secure structural parts or related assemblies to boiler frames, tanks, or vats of pressure vessels, following blueprints.
- Clean pressure vessel equipment, using scrapers, wire brushes, and cleaning solvents.
- Repair or replace defective pressure vessel parts, such as safety valves or regulators, using torches, jacks, caulking hammers, power saws, threading dies, welding equipment, or metalworking machinery.
- Attach rigging and signal crane or hoist operators to lift heavy frame and plate sections or other parts into place.
- Straighten or reshape bent pressure vessel plates or structure parts, using hammers, jacks, or torches.
- Shape seams, joints, or irregular edges of pressure vessel sections or structural parts to attain specified fit of parts, using cutting torches, hammers, files, or metalworking machines.
- Bolt or arc weld pressure vessel structures and parts together, using wrenches or welding equipment.
- Install manholes, handholes, taps, tubes, valves, gauges, or feedwater connections in drums of water tube boilers, using hand tools.
- Assemble large vessels in an on-site fabrication shop prior to installation to ensure proper fit.
- Install refractory bricks or other heat-resistant materials in fireboxes of pressure vessels.

Craft: BRICKLAYER (Union Rate)

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

Bricklayer Journeyman	$64.38
Bricklayer Foreman-10 persons	$65.38
Bricklayer Foreman-11-20 persons	$66.38
Bricklayer Foreman- 21-40 persons	$67.38
Bricklayer Foreman-41 or more persons	$68.38
Bricklayer General Foreman	$69.38

ZONE PAY:

Expense payments per day for travel to and from projects located thirty-five (35) or more road miles from the Washoe County Courthouse in Reno:

Zone 1	0 – 34 Road Miles	Free Zone
Zone 2	35 – 75 Road Miles	$50.00 per day, seven days a week
Zone 3	Over 75 Road Miles	$80.00 per day

***Eighty-five dollars ($85.00) subsistence per day, seven days per week, for the duration of the employee's participation on the job and IRS mileage reimbursement rate per road mile traveled in own transportation.*

ADD PREMIUM PAY:

Employees will be paid one and one-half (1.5) 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. The first ten (10) hours performed on Saturday (Regardless of whether the Employer has already made forty (40) hours of work available during the preceding work week) shall be at one and one-half (1.5) times the straight time rate, and all work performed thereafter shall be paid at double (2x). Sundays and Holidays shall be paid at double (2x) the straight time of pay. If the employee did not work forty (40) straight time hours in the preceding week, that employee shall be paid at one and one-half (1.5) the hourly wage rate for that portion of the Sunday work required to reach forty (40).

Exceptions: The Saturday falls on a Union recognized holiday—all hours should be paid at double (2x); Where it was not possible to work Monday through Friday of the preceding work week due to weather conditions or a breakdown of a piece of major equipment on the jobsite then up to eight (8) hours of work on Saturday may be performed at the straight time wage rate; the employer and employee agree that the missed day (up to eight (8) hours of work) can be made up by working Saturday at the straight time rate, written notice must be provided to the Union and signed by the employee.

STANDARD WORKDAY: Eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m. Monday through Friday. The normal starting and quitting times may be changed by the Employer in accordance with job site requirements established by the general contractor and upon notice. However, the Employer's right to adjust starting and quitting times shall be subject to the additional shift rates set forth below.

****Overtime and Double Time shall be calculated on the base rate of pay.**

SHIFT DIFFERENTIAL:

First Shift (Day)	Starting time between 5:30 a.m. and 10:00 a.m.	Standard hourly wage.
Second Shift (Swing)	If two shifts are established, shall receive eight (8) hours at the basic straight time rate	Additional $0.50 per hour for each of those eight hours.
Third Shift (Graveyard)	If three shifts are established, shall consist of seven (7) hours of continuous work, plus one half-hour unpaid lunch period midway through the shift.	Additional $3.25 for each of those seven (7) hours. Time worked in excess of seven (7) hours on the third shift shall be paid at one and one-half (1.5) the straight time rate.

RECOGNIZED HOLIDAYS:

New Year's Day	Presidents' Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Friday following Thanksgiving Day
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.

Brick Masonry shall consist of, but not be limited to, the following work procedures and installation of the following materials:
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.

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.

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.

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.

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.

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	$68.42
Carpenter Foreman	$72.73
Carpenter General Foreman	$77.47

**No employee shall have a primary work assignment of layout without receiving the foreman wage scale.*

ADD ZONE RATE:

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

**Workers 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. When the contractor furnishes daily transportation to the workers from Reno or Carson City to and from the jobsite, no travel time, subsistence, or remote area shall be paid. The workers will travel one way during regular working hours and one way outside of regular.*

ADD PREMIUM PAY:

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at one and one-half (1.5) the appropriate hourly rate. All work performed on Sundays, holidays, and over twelve (12) hours in one (1) day shall be paid at two times (2x) the appropriate hourly rate.

REGULAR CONSTITUTED SHIFT: Eight (8) consecutive hours, exclusive of the meal period, between the hours of 5:30 a.m. and 5:00 p.m. Monday through Friday. An earlier start time must be arranged.

****Overtime and Double Time are paid on the total Taxable Wage.**

SHIFT DIFFERENTIAL:

Two Shifts	When shift work is performed, it must continue for a period of not less than five (5) consecutive workdays. When two (2) shifts are employed, both shifts shall work eight (8) hours at the regular straight time rate or a proportionate part thereof for the time worked. In two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m. and not later than 8:00 a.m., unless modified by mutual agreement of the Union and Employer.
Three Shifts First Shift (Day)	When three (3) shifts are employed for five (5) or more consecutive days, the first shift shall be eight (8) consecutive hours (exclusive of meal period). The first shift shall start at 8:00 a.m.
Second Shift (Swing)	The second shift shall be seven and one-half (7½) hours. All shifts shall be compensated at eight (8) times the straight time hourly rate (exclusive of meal period). Shifts shall run consecutively for five (5) days or more
Third Shift (Graveyard)	The third shift shall be seven (7) hours. All shifts shall be compensated at eight (8) times the straight time hourly rate (exclusive of meal period). Shifts shall run consecutively for five (5) days or more

**In no event shall the regular working hours of different shifts overlap, and any interval between shifts shall not exceed one (1) hour.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission Day	Thanksgiving Day	Friday after Thanksgiving	Christmas Day

**Holidays falling on Sundays shall be observed on the following Monday; holidays falling on Saturdays shall be observed on the prior Friday. No work shall be performed on Labor Day, except to preserve life and property.*

JOB DESCRIPTION:

Excerpt from Wall and Ceiling Alliance and Western States Regional Council of Carpenters and Affiliated Local Unions Northern Nevada 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) Work shall include but not be limited to all carpenter, concrete form work, mass timber, shoring, drywall, metal stud, drywall finishing, floor treatments, plaster, scaffold, modular furniture, trade show work, insulation, firestop, acoustical, metal frames, including siding attached thereto, architectural metal and decorative metal panels, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work, stocking, scrapping and transportation of all carpentry materials 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.

(5) Modular furniture work.

Craft: CEMENT MASON (Union Rate)

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

Cement Mason - Journeyman	$60.92
Cement Mason - Foreman	$65.42
Cement Mason – General Foreman	$67.42

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	76 to 150 miles	$6.00
Zone 3	151 to 300 miles	$7.00
Zone 4	Over 300 miles	$8.00

ADD PREMIUM PAY:

Any work performed over eight (8) hours per day shall be compensated at time and one-half (1.5x) the appropriate hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double (2x) the appropriate rate. All work performed on Saturdays shall be compensated at time and one-half (1.5x) the appropriate hourly rate. All Sunday and Holiday work shall be paid for at double time (2x).

****Overtime and Double Time shall be calculated on the base rate of pay.**

ADDITIONAL PREMIUM PAY:

Mastic Magnesite & All Composition Masons	$0.25 per hour

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission (Nevada) Day	Thanksgiving Day	Family Day	Christmas

**Holidays falling on Sundays shall be observed on the following Monday.*

JOB DESCRIPTIONS:

Excerpt from Operative Plasterers' and Cement Masons' Northern Nevada OP&CMIA Local 797 Master Labor Agreement.

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

(b) All heavy highway and engineering construction, including but not limited to the construction, improvement modifications and demolition of all or part of any streets and highways (including sidewalks, curbs and gutters,) bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewer and sanitation projects, wharves, docks, breakwaters or rip-rap stone, or operation incidental to such heavy construction work.

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

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work. Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)

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

Communication Installer	$59.88
Communication Technician	$66.83
Senior Technician	$71.46

ADD ZONE RATE:

In addition to ELECTRICIAN COMMUNICATIONS TECHNICIAN rates, add the applicable amounts per hour, calculated from the Washoe County Courthouse in Reno, NV:

Zone 1	0 to 50 miles	$0.00
Zone 2	51 to 70 miles	$3.00
Zone 3	71 to 90 miles	$10.00
Zone 4	91 and over	$15.00

ADD PREMIUM PAY:

The first two (2) hours outside the regular workday shall be paid at the rate of time and one-half (1.5x). All additional hours shall be at the rate of double (2x) time. Saturday work shall be paid at the rate of time and one-half (1.5) for the first eight (8) hours and all additional hours at double (2x) time. All work performed on Sundays and holidays shall be paid at double (2x) the straight time rate of pay. There shall be no pyramiding of overtime rates and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

REGULAR WORKWEEK: Regular workweek is Monday through Friday, (8) consecutive hours between 6:00 a.m. and 6:00 p.m., 40 hours per week.

****Overtime and Double Time are calculated on the base rate of pay.**

SHIFT DIFFERENTIAL:

First Shift (Day)	8:00 a.m. and 4:30 p.m.	Regular hourly rate
Second Shift (Swing)	4:30 p.m. and 1:00 a.m.	Regular hourly rate plus 17.3% for all hours worked
Third Shift (Graveyard)	12:30 a.m. and 9:00 a.m.	Regular hourly rate plus 31.4% for all hours worked
When requested by the customer in writing on occupied remodel and renovation work, and when mutually agreed by the Employer and Employee, a single shift of eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays, and Holidays, between the hours of 2:30 p.m. and 6:00 a.m. The shift start time is any time after 2:30 p.m. Employees shall receive a minimum of eight (8) hours' pay at the regular hourly rate plus 17.3% regardless of the hours worked. Such written request shall be provided to the Union.		

***Shift work shall consist of eight (8) consecutive hours worked, at least five (5) days in duration. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1.5) times the "shift" hourly rate. There shall be no requirement for a day shift when either the second or third shift is worked. Any shift starting time, as outlined in this section, may be varied by up to two (2) hours. There is no pyramiding of overtime rates, and double (2x) the straight rate is the maximum for any hour worked.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Veterans Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Day			

***A holiday falling on a Saturday shall be observed on the previous Friday, and a holiday falling on a Sunday shall be observed on the following Monday.*

JOB DESCRIPTION:

Except from Northern Nevada Systems Agreement between IBEW Local 401 &The National Electrical Contractors Association, Greater Sacramento Chapter, Northern Nevada Division

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:
Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points.
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. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question. Using hand tools to assemble and install data communication lines and equipment, computer systems, antennas, and towers. Disassembling equipment to adjust, repair, or replace parts using hand tools. Starting up, programming, and documenting systems. Measuring, cutting, splicing, connecting, soldering, and installing wire and cable associated with communication systems.

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

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

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

Electrician-Groundman	$64.88
Lineman-Journeyman	$101.19
Lineman-Foreman	$109.44
Lineman-General Foreman	$117.81
Lineman-Equipment Man	$78.63

ADD PREMIUM PAY:

All work performed outside of the regular scheduled working hours and on Saturdays, Sundays, and holidays shall be paid at double (2x) the regular straight-time rate of pay.

WORKDAY & WORKWEEK: Eight (8) hours of work between 8:00 am and 4:30 pm. Monday through Friday.

***Overtime and Double Time are calculated on the straight time hourly rate (base rate).**

SHIFT DIFFERENTIAL:

First Shift (Day)	8:00 am and 4:30 pm	regular hourly rate
Second Shift (Swing)	4:30 pm and 1:00 am	regular hourly rate plus 10%
Third Shift (Graveyard)	12:30 am and 8:00 am	regular hourly rate plus 15%

**There is no pyramiding of overtime rates, and double the straight rate is the maximum for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.*

RECOGNIZED HOLIDAYS:

New Year's Day	Presidents' Day	Memorial Day	Fourth of July
Labor Day	Nevada Day	Thanksgiving Day	Friday following Thanksgiving
Christmas Day			

**Holidays falling on Saturdays and Sundays do not require the employers to observe those holidays on a Friday or Monday*

JOB DESCRIPTION:

Excerpt from Western Line Constructors Chapter of NECA and IBEW Local 1245

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

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. This shall also include CIC (cable in conduit), CC (coiliable 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.

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

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

Electrician Neon Sign Journeyman	$65.17

JOB DESCRIPTION (Copied from O*NET OnLine):

- Installing, servicing and repairing plastic, neon and illuminated signs;
- Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
- Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
- 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	$83.81
Wireman-Cable Splicer	$91.61
Wireman Forman	$91.61
Wireman General Foreman	$96.81

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 50 miles	$0.00
Zone 2	51 to 70 miles	$3.00
Zone 3	71 to 90 miles	$10.00
Zone 4	91 miles and over	$15.00

ADD PREMIUM PAY:

Overtime at the rate of one and one-half (1 1/2) times the regular straight time rate of pay will be paid on the first (2) hours of work before or after the regular workday. Saturday overtime is one and one-half (1.5) times the regular rate for the first eight (8) hours and two times (2x) the rate thereafter. Sundays and holidays shall be paid double (2) times the straight rate of pay. Double the straight time rate is the maximum rate paid; no pyramiding of overtime rates.

WORKDAY & WORKWEEK: Eight (8) consecutive hours between 6:00 am and 6:00 pm, Monday through Friday.

****Overtime and Double Time are calculated on the base rate of pay.**

SHIFT DIFFERENTIAL:

First Shift (Day)	Eight (8) consecutive hours worked between 8:00 am and 4:30 pm	Regular hourly rate
Second Shift (Swing)	Eight (8) consecutive hours worked between 4:30 pm and 1:00 am	Regular hourly rate plus 17.3% for all hours worked
Third Shift (Graveyard)	Eight (8) consecutive hours worked between 12:30 am and 9:00 am	Regular hourly rate plus 31.4% for all hours worked

**Any shift starting time may be varied by up to two (2) hours.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission(Nevada) Day	Veterans Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Day			

**Holidays falling on Saturday shall be observed on the previous Friday. Holidays falling on Sunday shall be observed on the following Monday.*

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.	$135.37
Elevator Constructor-Journeyman Mechanic In Charge	$147.18

ADD ZONE RATE:

In addition to ELEVATOR CONSTRUCTOR rates, add the applicable amounts per day, calculated from Washoe County Courthouse, Reno Nevada:

Free Zone	0 to 12 miles	$0.00
Zone 1	12 to 17 miles	$31.77
Zone 2	17 to 22 miles	$63.54
Zone 3	22 to 27 miles	$95.31
Zone 4	27+ miles	$115.00

ADD PREMIUM PAY:

Work performed on Saturdays, Sundays, and before and after the regular working day Monday to Friday is to be paid at double (2x) the regular rate. Work done on holidays shall be paid at double (2x) the regular rate. When four (4) or more men, including the Elevator Constructor Mechanic-In-Charge, are employed on new construction or modernization jobs, the Elevator Constructor Mechanic-in-Charge of the job shall have his hourly rate increased 12-1/2% (12.5%) for all hours worked

WORKDAY & WORKWEEK: Eight (8) hours worked between 6:00 a.m. and 5:00 p.m. Monday through Friday.

****Overtime (2x) is calculated on the base rate of pay.**

SHIFT DIFFERENTIAL:

First Shift (Day)	8:00 a.m. to 4:30 p.m.	Standard hourly rate
Second Shift (Swing)	4:30 p.m. to 12:30 a.m.	7 1/2 hrs. for 8 hrs. pay & fringe plus 10%
Third Shift (Graveyard)	12:30 a.m. to 8:00 a.m.	7 hrs. for 8 hrs. pay & fringe plus 15%

**Shift work shall not be permitted except in cases where at least two (2) shifts per day are established for at least five (5) or more consecutive days, including Saturday, Sunday, or Holiday when worked.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Friday after Thanksgiving	Presidents' Day
Christmas Day			

**All recognized holidays are paid holidays. Holidays falling on Saturday shall be observed on the previous Friday. Holidays falling on Sunday shall be observed on the following Monday.*

JOB DESCRIPTION:

Excerpt from Agreement of International Union of Elevator Constructors Local 8.

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 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.

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.

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:

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.
Balustrade brackets may be shipped attached but not aligned.
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

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.
The erecting of all guide rails.
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.
The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
The setting of all templates.
All foundations, either of wood or metal, that should take the place of masonry.
The assembly of all cabs complete.
The installation of all indicators.
The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
The drilling of doors for mounting of closing devices.
The drilling of angle supports for mounting of closing devices except one template hole.
The drilling of sills for sill trips.
The operating of temporary cars.
The setting of all elevator pressure open or pit tanks.
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.
All air cushions with the exception of those built of brick or those put together with hot rivets.
Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

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

Fence Erector (Laborer Group 3)	$56.53

ADD ZONE RATE:

In addition to FENCE ERECTOR, 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

**No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.*

ADD PREMIUM PAY:

One and one-half (1.5) the regular straight time hourly rate shall be paid for all time worked over eight (8) or ten (10)(if on 4/10 schedule) in one day and on Saturdays. Sundays, Holidays, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular straight time hourly rate.

WORKDAY & WORKWEEK: Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am., Monday through Friday.

****Overtime and Double Time shall be calculated on the Taxable Wage (base rate).**

SHIFT DIFFERENTIAL:

Second (Swing) and Third (Graveyard) Shifts	Shall be paid a 12.5% differential

**Upon approval the Employer may utilize multiple shifts for less than five (5) consecutive days provided there is a legitimate business or bid specification requirement and the shift differential is paid.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission (Nevada) Day	Thanksgiving Day	Family Day	Christmas Day

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

JOB DESCRIPTION:

Except from Laborers Local 169.

(SEE LABORERS GROUP 3)

Craft: FLAG PERSON (Union Rate)

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

Flag Person (Laborer Group 1A)	$55.41

ADD ZONE RATE:

In addition to FLAG PERSON, 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

**No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.*

ADD PREMIUM PAY:

One and one-half (1.5) the regular straight time hourly rate shall be paid for all time worked over eight (8) or ten (10) (if on 4/10 schedule) in one day and on Saturdays. Sundays, Holidays, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular straight time hourly rate.

WORKDAY & WORKWEEK: Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am., Monday through Friday.

****Overtime and Double Time shall be calculated on the Taxable Wage (base rate).**

SHIFT DIFFERENTIAL:

Second (Swing) and Third (Graveyard) Shifts	Shall be paid a 12.5% differential

**Upon approval the Employer may utilize multiple shifts for less than five (5) consecutive days, provided there is a legitimate business or bid specification requirement and the shift differential is paid.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission (Nevada) Day	Thanksgiving Day	Family Day	Christmas Day

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

JOB DESCRIPTION:

Except from Laborers Local 169. 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;

(SEE LABORERS GROUP 1A)

Craft: FLOOR COVERER (Union Rate)

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

Floor Coverer Journeyman	$68.04
Floor Coverer Foreman	$72.85

ADD ZONE RATE:

In addition to FLOOR COVERER rates, add the applicable amounts per day calculated based on road miles from the Washoe County Courthouse.

Zone 1	0 to 70 miles	$0.00
Zone 2	Over 70 miles	$75.00

**Excludes the City limits of Fallon and the Fallon NAS.*

ADD PREMIUM PAY:

One and one-half (1.5) times shall be paid after eight (8) hours of work in a single shift up to ten (10) hours. All work performed on Saturday up to eight (8) hours shall be paid at time and one-half (1.5). All work performed after ten (10) hours Monday – Friday, after eight (8) hours on Saturday, and all hours on Sundays and holidays is to be paid at double time (2x).

WORKDAY: Shall consist of eight (8) or ten (10) hours of work depending on the work week, between 6:00 a.m. and 6:00 p.m. with one half (1/2) hour for lunch to be given no later than five (5) hours after the beginning of the shift. Where, in any locality, existing traffic conditions, job conditions, or weather conditions render it desirable to start the day shift at an earlier hour, such starting time may be instituted by the Employer upon written notice

WORKWEEK: The regular workweek shall consist of five (5) eight (8) hour workdays, Monday through Friday or four (4) consecutive ten (10) hour workdays between Monday and Friday.

****Overtime & Double Time shall be calculated on the base rate of pay.**

SHIFT DIFFERENTIAL:

Work done between 6:00 p.m. and 6:00 a.m.	20% above base wage for all hours worked

**Shift Work shall only be considered when an employee works a regular eight (8) or ten (10) hour day, forty (40) hour week. It shall not be used in place of overtime.*

RECOGNIZED HOLIDAYS:

Memorial Day	New Year's Day	Independence Day	Labor Day
Admission(Nevada)Day	Thanksgiving Day	Family Day	Christmas Day

**In no case shall work be performed on Labor Day from midnight to midnight except to protect life, limb, and property. Holidays falling on Saturday will be observed on the preceding Friday, and holidays falling on Sunday will be observed on the following Monday.*

JOB DESCRIPTION:

Excerpt from Agreement between DC 16 and The Independent Flooring Contractors of Northern Nevada (Local 567):

-All work including and related to the installation of resilient floor, wall, and ceiling materials commonly referred to as carpet, linoleum, vinyl, rubber, cork, asphalt, vinyl composite mastipave, synthetic grass and it's derivatives which includes but is not limited to the operation, maintenance and repair of the following equipment when used in the installation and removal of artificial turf, underlayments and all it's derivatives (forklifts, air compressors and any attachments, skid steer, skip loader, utility cart/top dresser, and lay-mor ride on sweeper), prefinished hardwood, laminates, engineered wood, all applications of pre-finished and laminate floors, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile or liquid form.
-Installation on floors, walls, ceilings, stairs, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, sport fields, area ways, all other like or similar applications, whether permanent or temporary.
-Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floor covering industry.
-Preparatory removal of floor covering, wall covering, adhesive and underlayments. The sanding, patching, sealing and priming of the installation surface.
-Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds or any material used as a base for the finished surface.
-Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging and all other accessories and related sundries.
-Repair, finishing, coating, sculpturing, insets and such other processes relating to the industry.

Craft: GLAZIER (Non-Union Rate)

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

Glazier Journeyman	$35.37

JOB DESCRIPTION (copied from O*NET OnLine):

- Install glass in windows, skylights, store fronts, and display cases, or on surfaces, such as building fronts, interior walls, ceilings, and tabletops.
- Read and interpret blueprints or specifications to determine size, shape, color, type, or thickness of glass, location of framing, installation procedures, or staging or scaffolding materials required.
- Determine plumb of walls or ceilings, using plumb lines and levels.
- Install pre-assembled metal or wood frameworks for windows or doors to be fitted with glass panels, using hand tools.
- Fabricate or install metal sashes or moldings for glass installation, using aluminum or steel framing.
- Operate cranes or hoists with suction cups to lift large, heavy pieces of glass.
- Set glass doors into frames and bolt metal hinges, handles, locks, or other hardware to attach doors to frames and walls.
- Cut, fit, install, repair, or replace glass or glass substitutes, such as plastic or aluminum, in building interiors or exteriors or in furniture or other products.
- Drive trucks to installation sites and unload mirrors, glass equipment, or tools.
- Load and arrange glass or mirrors onto delivery trucks, using suction cups or cranes to lift glass.
- Measure mirrors and dimensions of areas to be covered to determine work procedures.
- Cut and attach mounting strips, metal or wood moldings, rubber gaskets, or metal clips to surfaces in preparation for mirror installation.
- Pack spaces between moldings and glass with glazing compounds and trim excess material with glazing knives.
- Assemble, erect, or dismantle scaffolds, rigging, or hoisting equipment.
- Cut and remove broken glass prior to installing replacement glass.
- Secure mirrors in position, using mastic cement, putty, bolts, or screws.
- Measure and mark outlines or patterns on glass to indicate cutting lines.
- Grind or polish glass, smoothing edges when necessary.
- Fasten glass panes into wood sashes or frames with clips, points, or moldings, adding weather seals or putty around pane edges to seal joints.
- Score glass with cutters' wheels, breaking off excess glass by hand or with notched tools.
- Cut, assemble, fit, or attach metal-framed glass enclosures for showers, bathtubs, display cases, skylights, solariums, or other structures.
- Prepare glass for cutting by resting it on rack edges or against cutting tables and brushing thin layer of oil along cutting lines or dipping cutting tools in oil.
- Move furniture to clear work sites and cover floors or furnishings with drop cloths.
- Confer with customers to determine project requirements or to provide cost estimates.
- Select the type or color of glass or mirror according to specifications.
- Measure, cut, fit, and press anti-glare adhesive film to glass or spray glass with tinting solution to prevent light glare.
- Assemble and cement sections of stained glass together.
- Create patterns on glass by etching, sandblasting, or painting designs.

Craft: HIGHWAY STRIPER (Union Rate)

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

Highway Striper (Laborer Group 5A)	$59.03
Highway Striper Foreman	$60.53

ADD ZONE RATE:

In addition to HIGHWAY STRIPER, 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

**No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.*

ADD PREMIUM PAY:

One and one half (1.5) the regular straight time hourly rate shall be paid for all time worked over eight (8) or ten (10) (if on 4/10 schedule) in one day and on Saturdays. Sundays, Holidays, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular straight time hourly rate.

WORKDAY & WORKWEEK: Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am., Monday through Friday.

****Overtime and Double Time shall be calculated on the Taxable Wage (base rate).**

SHIFT DIFFERENTIAL:

Second (Swing) and Third (Graveyard) Shifts	Shall be paid a 12.5% differential

**Upon approval the Employer may utilize multiple shifts for less than five (5) consecutive days provided there is a legitimate business or bid specification requirement and the shift differential is paid.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission (Nevada) Day	Thanksgiving Day	Family Day	Christmas Day

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

JOB DESCRIPTION:

Excerpt from Laborers Local 169 Master Labor Agreement. 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;

(SEE LABORERS GROUP 5A)

Craft: HOD CARRIER-BRICK MASON TENDER (Union Rate)

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

Hod Carrier-Brick Mason Tender Journeyman	$56.78
Hod Carrier-Brick Mason Tender Foreman	$57.18

ADD ZONE RATE:

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

Zone Rate	75 miles and over	On all projects over seventy-five (75) road miles from the Washoe County Courthouse, an Employee shall be paid thirty-four cents ($0.34) per mile traveled to the jobsite and back to Reno, once up and once back on a continuous job, plus sixty-five dollars ($65.00) per day.

ADD PREMIUM PAY:

One and one-half (1.5) the regular straight time hourly rate shall be paid for all time worked over eight (8) hours worked in one day or shift and time worked on Saturdays. Double (2x) the regular straight time hourly rate shall be paid for all time worked on Sundays, holidays, and all time worked over twelve (12) hours in one day. Saturdays, Sundays, and Holidays from midnight to midnight.

WORKDAY & WORKWEEK: Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am., Monday through Friday.

****Overtime and Double Time are calculated on the basic wage (base rate).**

SHIFT DIFFERENTIAL:

Two Shifts:

First Shift	Start not earlier than 5am or later than 8am. Seven and one-half (7.5) consecutive hours, eight (8) hours pay
Second Shift	Seven and one-half (7.5) consecutive hours, eight (8) hours pay

**Five consecutive days. Upon approval by Business Manager of the Union, may utilize two shifts for less than 5 consecutive days provided there is a legitimate business or bid specification requirement.*

Three Shifts:

First Shift	Start at 8am unless modified by mutual agreement of union and the employer. 8 hours worked for 8 hours pay.
Second Shift	Seven and one half (7.5) hours worked for 8 hours pay
Third Shift	Seven (7) hours worked for 8 hours pay

**Shifts shall run consecutively for five (5) days or more and with not more than one hour break between shifts. Upon approval by Business Manager of the Union, may utilize two shifts for less than 5 consecutive days provided there is a legitimate business or bid specification requirement. Must be a minimum of eight (8) hour rest period between shifts, otherwise employee will be paid at applicable overtime rate until a minimum of eight (8) consecutive hours of off duty time is allowed before the employees are required to report for work or begin work on a new shift.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Thanksgiving Day	Family Day	Christmas Day

**If any of these holidays fall on Sunday, the Monday following shall be considered a holiday. If holiday falls on Saturday, the Friday before said holiday or the day observed by Nevada will be considered to be the holiday.*

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

Hod Carrier-Plasterer Tender-Journeyman	$57.12
Hod Carrier-Plasterer Tender- Gun Tender	$58.12
Hod Carrier-Plasterer Tender-Foreman	$58.48

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	Employee shall be paid the currently published IRS standard mileage rate per mile traveled to the jobsite and back to Reno, once up and once back on a continuous job, plus $8.00 per hour for hours worked or room and board at the choice of the Employer

ADD PREMIUM PAY:

One and one-half (1.5) the regular straight time hourly rate shall be paid for all time worked over eight (8) hours worked in one day or shift and time worked on Saturdays. Double (2x) the regular straight time hourly rate shall be paid for all time worked on Sundays, holidays, and all time worked over twelve (12) hours in one day. Saturdays, Sundays, and Holidays from midnight to midnight.

WORKDAY & WORKWEEK: Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am., Monday through Friday.

****Overtime and Double Time are calculated on the basic wage (base rate).**

SHIFT DIFFERENTIAL:

Two Shifts:

First Shift	Start not earlier than 5am or later than 8am. Seven and one-half (7.5) consecutive hours, eight (8) hours pay
Second Shift	Seven and one-half (7.5) consecutive hours, eight (8) hours pay

**Five consecutive days. Upon approval by Business Manager of the Union, may utilize two shifts for less than 5 consecutive days provided there is a legitimate business or bid specification requirement.*

Three Shifts:

First Shift	Start at 8am unless modified by mutual agreement of union and the employer. 8 hours worked for 8 hours pay.
Second Shift	Seven and one-half (7.5) hours worked for 8 hours pay
Third Shift	Seven (7) hours worked for 8 hours pay

**Shifts shall run consecutively for five (5) days or more and with not more than one hour break between shifts. Upon approval by Business Manager of the Union, may utilize two shifts for less than 5 consecutive days provided there is a legitimate business or bid specification requirement. Must be a minimum of eight (8) hour rest period between shifts, otherwise employee will be paid at applicable overtime rate until a minimum of eight (8) consecutive hours of off duty time is allowed before the employees are required to report for work or begin work on a new shift.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Thanksgiving Day	Family Day	Christmas Day

**If any of these holidays fall on Sunday, the Monday following shall be considered a holiday. If holiday falls on Saturday, the Friday before said holiday or the day observed by Nevada will be considered to be the holiday.*

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.

Craft: IRONWORKER (Union Rate)

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

Ironworker - Journeyman	$90.97
Ironworker - Foreman	$96.16

**Foreman-not less than 10% more than the regular hourly rate of highest paid Journeyman*

ADD ZONE RATE:

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

Zone 1	60 – 75 miles	$20.00 per day
Zone 2	75 – 100 miles	$25.00 per day
Zone 3	100 miles and over	$75.00 per day

ADD TRAVEL REIMBURSEMENT:

In addition to IRONWORKER rates and Zone Pay, the workmen shall be paid a travel reimbursement at the beginning and completion of the job, based on a road mile from Reno City Hall, Nevada:

60 – 75 miles	$25.00 per day
75 – 100 miles	$50.00 per day
100 miles and over	$60.00 per day
Each additional 50 miles	$25.00 per day

ADD PREMIUM PAY:

Time and one-half (1.5) shall be paid for the first two (2) hours worked in excess of eight (8) hours on any regular workday and for the first eight (8) hours worked on Saturday. Double time (2x) to be paid for hours worked over eight (8) on Saturday; all hours over ten (10) in one day; all hours worked on Sunday and holidays.

WORKDAY & WORKWEEK: Eight (8) hours from 5:00 a.m. to 5:00 p.m., Monday through Friday. Day shift may start earlier than 5:00 am if the Union is notified prior to making the change in start time.

****Overtime and Double Time are calculated on the base rate of pay.**

SHIFT DIFFERENTIAL:

First Shift (Day)	Start between 5:00 am and 9:00 am	Standard hourly wage
Second Shift (Swing)	Start not later than 5:30 pm	Add 6% of hourly wage
Third Shift (Graveyard)	Start not later than 2:30 am	Add 13% of hourly wage
Dedicated Shift	Shift outside of regular workday of not less than three (3) days at eight (8) hours worked per day	Add 6% of hourly wage

RECOGNIZED HOLIDAYS:

New Year's Day	Martin Luther King Jr. Day	Presidents' Day	Memorial Day
Independence Day	Labor Day	Admission Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving Day	Christmas Day	

**All holidays falling on Sunday will be observed on the following Monday; all holidays falling on Friday will be observed the preceding Friday.*

JOB CLASSIFICATION:

Excerpt from Agreement between NV AGC and DC of Ironworkers.

All work in connection with energy producing windmill type towers, wind turbine erection, wind turbine to include but not limited to prep work, bolt up, tensioning or torquing of bolts on base, and all tower section turbine and blade assemblies, turbine towers and cylinders, turbine jackets, turbine blades and rotors, all work in conjunction with assembly and erection of nacelle housings, assembly of interior and exterior platforms for wind turbine towers. All work in connection with Offshore Wind installation, maintenance, manufacturing, rigging and erection including anchorage systems, pylon and steel bases on and offshore locations. All work in connection with multilayered beams, columns, floor panels, including rigging, connecting, bolting up and welding regardless of composition, including plumbing, unloading, and field modification of structural members. All associated waterproofing and integrated flashing systems. All work associated with the installation, modification and welding of stainless steel, including but not limited to reinforcing members, columns, girders, beams, grating, architectural panels and sheeting, handrail, including caps, shoes, and other metallic components. All

work associated with autonomous and semi-autonomous robotic rebar machines and rebar carrying and placing robots. All work associated with autonomous and semi-autonomous robotic welding machines and equipment.
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, cindering 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	$51.12
Furniture Mover	$52.62
Group 1	$56.28
Group 1A	$55.41
Group 2	$56.38
Group 3	$56.53
Group 3A	$59.96
Group 4	$56.78
Group 5	$57.08
Group 5A	$59.03
Group 6 Nozzlemen, Rodmen	$56.08
Gunmen, Materialmen	$56.08
Reboundmen	$56.08
Laborer Foreman	$62.03

ADD ZONE RATE:

In addition to LABORER, 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

**No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.*

ADD PREMIUM PAY:

One and one-half (1.5) the regular straight time hourly rate shall be paid for all time worked over eight (8) or ten (10) (if on 4/10 schedule) in one day and on Saturdays. Sundays, Holidays, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular straight time hourly rate.

WORKDAY & WORKWEEK: Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am., Monday through Friday.

****Overtime and Double Time shall be calculated on the Taxable Wage (base rate).**

SHIFT DIFFERENTIAL:

Second (Swing) and Third (Graveyard) Shifts	Shall be paid a 12.5% differential

**Upon approval the Employer may utilize multiple shifts for less than five (5) consecutive days, provided there is a legitimate business or bid specification requirement and the shift differential is paid.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission (Nevada) Day	Thanksgiving Day	Family Day	Christmas Day

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

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 LABORER CLASSIFICATIONS)

Craft: LUBRICATION AND SERVICE ENGINEER (EQUIPMENT GREASER 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) (OE Group 7)	$82.18

ADD ZONE RATE:

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

Zone 1 – (Carson City or Washoe County Courthouse)	0 to 75 miles	$0.00
Zone 2 – (Washoe County Courthouse)	75 to 150 miles	$5.00
Zone 3 – (Washoe County Courthouse)	150 to 300 miles	$6.00
Zone 4 (Washoe County Courthouse)	300 miles and over	$7.00

ADD PREMIUM PAY:

One and one-half (1.5) times the applicable straight-time rate for the day, shift, work, equipment, and classification shall be paid for all 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 (2x) time shall be paid. All work performed on Sundays, holidays, and over twelve (12) hours in one (1) day shall be paid at two (2) times the appropriate hourly rate.

WORKDAY & WORKWEEK: Regular shift is eight (8) consecutive hours starting between 5:00 am and 10:00 am.

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

****Overtime and Double Time are calculated on the base rate/Taxable Income.**

SHIFT DIFFERENTIAL:

Special/Night Shift	Work done outside the regular shift hours	Add 12.5% to base rate

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Thanksgiving Day	Family Day	Christmas Day

**Holidays falling on Sunday shall be observed the following Monday*

(SEE OPERATING ENGINEERS LOCAL 3 GROUP 7)

Craft: MECHANICAL INSULATOR (Union Rate)

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

Mechanical Insulator-Mechanic	$87.87
Mechanical Insulator-Foreman	$93.87
Mechanical Insulator-General Foreman	$95.87

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	$18.00
Zone 2	21 to 40 miles	$28.00
Zone 3	41 to 60 miles	$38.00
Zone 4	Over 60 miles	$140.00

ADD PREMIUM PAY:

One and one-half (1.5) 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 (2x) the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday; in excess of ten (10) hours on Saturdays, Sundays, and holidays.

WORKDAY: Workday commences at 8:00 am, Monday through Friday. May be changed to between 5 am and 8 am if particular job conditions permit.

***Overtime and Double Time are calculated on the straight time hourly rate, base rate.**

SHIFT DIFFERENTIAL:

First Shift (Day)	Starts at 8:00 am and ends at 4:30 pm	Regular straight wage rate
Second Shift (Day)	Starts at 4:30 pm and ends at 12:30 am	Paid at 110% of the regular wage rate for the hours worked, plus one-half hour (0.5)
Third Shift (Graveyard)	Starts at 12:30 am and ends at 8:00 am	Paid at 115% of the regular wage rate for the hours worked, plus one (1) hour

** If only one shift is worked, the pay rate shall be 110% other than the regular shift. Shift work must remain in effect for no less than five (5) consecutive working days. Must start on the 1st regular workday of the week. Should the shift be less than five (5) working days, the first eight (8) hours of each day shall be paid at the rate of one and one-half (1.5) times the applicable rate.*

RECOGNIZED HOLIDAYS:

New Year's Day	Martin Luther King Jr.'s Birthday	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving Day
Christmas Day			

**If a holiday falls on a Saturday the preceding Friday will be considered the holiday, if a holiday falls on Sunday the following Monday will be considered the holiday. Triple (3) the regular straight time should be paid for all time worked on Labor 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.

Lining of all mechanical room surfaces and air handling shafts. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems. 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. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent. Any finish material which is contiguous to the thermal or acoustical application. 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. 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.

Craft: MILLWRIGHT (Union Rate)

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

Millwright Journeyman	$83.97
Millwright Welder	$86.97
Millwright Foreman	$89.05
Millwright General Foreman	$94.64

ADD ZONE RATE:

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated via the "shortest route" filter using Google Maps from City Hall in Reno Nevada.

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 (1.5) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

On a four (4) day-ten (10) hour shift, Monday through Thursday or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight-time work shall be paid at one and one-half (1.5) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay. On a four (4) day-ten (10) hour shift, the first twelve (12) hours of work on the fifth day (Friday or Saturday, as applicable) will be paid at one and one-half (1.5) times the straight-time rate of pay; provided the fifth day is not a voluntary make-up day. All additional overtime shall 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.

WORKDAY: Eight (8) hours of continuous work between 5:00 a.m. and 6:00 p.m.

****Overtime and Double Time shall be calculated on the taxable wage. (If the worker is signatory to Local 1607, calculated on base plus vacation.)**

SHIFT DIFFERENTIAL:

Two Shift Operation:

First Shift	Eight (8) or ten (10) hours of continuous employment between the hours of 6:00 a.m. and 6:00 p.m., except for lunch period at mid-shift	Straight time hourly wage rate
Second Shift	Eight (8) or ten (10) hours of continuous employment between the hours of 6:00 p.m. and 6:00 a.m., except for lunch period at mid-shift	Additional $2.00 per hour

Three Shift Operation:

First Shift	Eight (8) hours of continuous employment, except for an unpaid meal period at mid-shift, between the hours of 5:00 a.m. and 6:00 p.m.	Straight time rate of pay
Second Shift	Shall be eight (8) hours of continuous employment, except for an unpaid meal period at mid-shift	Additional $2.00 per hour
Third Shift	Eight (8) consecutive hours of employment, except for an unpaid meal period at mid-shift.	Additional $3.25 per hour

RECOGNIZED HOLIDAYS:

New Year's Day	Presidents' Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving Day
Christmas Day			

**When any of these holidays falls on Sunday, then the following Monday shall be considered a legal holiday. If the Holiday falls on a Saturday, the preceding Friday shall be considered a holiday.*

JOB DESCRIPTION:

Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement, Local 1607

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.

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, hydropnuematics, 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.

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 assembles, 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.

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.

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 classifer, 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.

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.

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.

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.

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

Group 1	$77.16
Group 1A	$79.92
Group 2	$80.45
Group 3	$80.72
Group 4	$81.46
Group 5	$81.76
Group 6	$81.93
Group 7	$82.18
Group 8	$82.77
Group 9	$83.09
Group 10	$83.44
Group 10A	$83.63
Group 11	$83.87
Group 11A	$85.51
Group 11B	$86.32
Foreman	$85.51

Add 12.5% to base rate for "Special/Night" 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

Group 1	$92.46
Group 1 Truck Crane Oiler	$86.29
Group 1 Oiler	$84.33
Group 2	$90.95
Group 2 Truck Crane Oiler	$86.04
Group 2 Oiler	$84.12
Group 3	$89.71
Group 3 Truck Crane Oiler	$85.82
Group 3 Oiler	$83.90
Group 3 Hydraulic	$85.49
Group 4	$87.98
Group 5	$86.88

Add 12.5% to base rate for "Special/Night" Shift

Add Operating Engineers Zone Pay
Add Premium Pay

Craft: OPERATING ENGINEER (Union Rate)
PILE DRIVER

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

Group 1	$91.83
Group 1 Truck Crane Oiler	$86.47
Group 1 Oiler	$84.55
Group 2	$90.39
Group 2 Truck Crane Oiler	$86.26
Group 2 Oiler	$84.35
Group 3	$88.94
Group 3 Truck Crane Oiler	$86.04
Group 3 Oiler	$84.12
Group 4	$87.43
Group 5	$86.32
Group 6	$83.04
Group 7	$84.25
Group 8	$83.29

Add Operating Engineers Zone Pay
Add Premium Pay

ZONE RATE & PREMIUM PAY LANGUAGE FOR ALL OPERATING ENGINEER CRAFTS
(OPERATING ENGINEER, OPERATING ENGINEER STEEL FABRICATOR & ERECTOR, OPERATING ENGINEER PILE DRIVER)

ADD ZONE RATE:
In addition to OPERATING ENGINEER, OPERATING ENGINEER STEEL FABRICATOR & ERECTOR, OPERATING ENGINEER PILE DRIVER, rates add the applicable amounts per hour calculated based on road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1 – (Carson City or Washoe County Courthouse)	0 to 75 miles	$0.00
Zone 2 – (Washoe County Courthouse)	75 to 150 miles	$5.00
Zone 3 – (Washoe County Courthouse)	150 to 300 miles	$6.00
Zone 4 (Washoe County Courthouse)	300 miles and over	$7.00

ADD PREMIUM PAY:
(OPERATING ENGINEER, OPERATING ENGINEER STEEL FABRICATOR & ERECTOR, OPERATING ENGINEER PILE DRIVER):
One and one-half (1.5) times the applicable straight-time rate for the day, shift, work, equipment, and classification shall be paid for all 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 (2x) time shall be paid. All work performed on Sundays, holidays, and over twelve (12) hours in one (1) day shall be paid at two (2) times the appropriate hourly rate.

WORKDAY & WORKWEEK: Regular shift is eight (8) consecutive hours starting between 5:00 am and 10:00 am.

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

****Overtime and Double Time are calculated on the base rate/Taxable Income.**

SHIFT DIFFERENTIAL:

Special/Night Shift	Work done outside the regular shift hours	Add 12.5% to base rate

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Thanksgiving Day	Family Day	Christmas Day

**Holidays falling on Sunday shall be observed the following Monday*

JOB DESCRIPTION:
Excerpt from the Master Agreement for Northern Nevada between Nevada Chapter AGC and Operating Engineers Local 3, 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.

(SEE OPERATING ENGINEERS GROUP CLASSIFICATIONS)

Craft: PAINTER (Union Rate)

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

Brush/Roller Painter	$59.14
Spray Painter	$61.14
Paperhanger	$62.09
Specialty Pay (Faux Finish, Graining, Marbelizing)	$61.25
Swing Stage	$61.64
Protective Coating Application-Brush	$62.14
Protective Coating Application-Industrial Spray	$64.14
Foreman (3 or More) ($2.50 above highest paid journeyman being supervised)	$61.64
Foreman (6 or more) ($3.50 above highest paid journeyman being supervised)	$62.64

ADD ZONE RATE:

In addition to PAINTER rates, add the applicable amounts per day calculated based on road miles from the Washoe County Courthouse.

Zone 1	0 to 70 miles	$0.00
Zone 2	Over 70 miles	$75.00

**Excludes the City limits of Fallon and the Fallon NAS.*

ADD PREMIUM PAY:

The first four (4) hours worked outside a regular constituted shift and the first ten (10) hours worked on Saturday will be paid at one and one-half (1.5) the straight time rate. All hours worked beyond twelve (12) hours, hours worked beyond ten (10) on Saturday, and hours worked on Sundays and holidays are to be paid at two (2) times the straight time.

****Overtime and Double Time are to be calculated on the base rate of pay.**

WORKDAY & WORKWEEK: From 6:00 am to 6:00 pm, Monday through Friday. Regular constituted shift is a 5/8 or 4/10 schedule.

SHIFT DIFFERENTIAL:

Shift work is work performed outside the regular workday	Paid ten percent (10%) above the employee's Taxable Net Wage

** Work beginning after 9:00 pm on Sunday and ends on Monday is considered Monday work.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Thanksgiving Day	Family Day	Christmas Day

**No work shall be permitted on Labor Day or Christmas Day under any conditions. If any holidays fall on Sunday, the Monday following shall be considered the holiday.*

JOB DESCRIPTION:

Excerpt from Agreement between DC 16 and Independent Painting Contractors of Northern Nevada, Local 567.

Covered work shall be and mean the following materials and application methods: paints, pigments, oils, turpentine, Japan dryers, thinners, varnishes, lacquers, shellac, stains, fillers, waxes, cement, joint cement, water and other vehicles; mediums that may be mixed and applied to the surfaces of materials and buildings, edifices, structures, monuments and the appurtenances thereto, of every type and description in their natural state of condition, or constructed or fabricated of any material or materials, whatsoever and provided; work or services pertaining to: the application texture, acoustic, plaster and stucco materials, incidental repairs, of all types and thickness on all surfaces and all such scope and application under the applicable Nevada Contractor License Classifications.

Painting, of all drywall and thin wall type surfaces, flushing or concrete surfaces, caulking and sealants between sheetrock walls and/or ceilings and floors of other materials.

Application of wallpapers, wall fabrics and all types of coverings or coatings whether decorative or protective and all preparations necessary before said application.

Application of protective coatings or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethans, etc., or any new products of this nature including the application to floor surfaces.

Applications of bond breaker, water repellant, damp proofing and/or waterproofing materials of all types.

Finishing and surface preparation on all hardwood or softwood floors and furniture at jobsites.

Priming and finish coats on fabricated metal or steel products.

Application of all fire retardant, fireproofing and/or insulation materials used on structural items or as architectural finishes.
Cleaning, polishing and refinishing of metal and masonry surfaces. "Steeplejack work".
Preparation and decoration of all types; including drywall repairs and incidental repair related skimming, abrasive blasting, steam cleaning, building washing, hydro blasting, water blasting and the methods used in the removal of previously painted surfaces; including caulking, tuck pointing, spackling and wood dough work.
Application of hypolan, neoprene, and all similar products.
Llead removal and encapsulation.
Painting of lines, arrows, bumpers, curbs, etc.; on parking lots, airfields, highways, game courts (both indoor and outdoor) and other such surfaces; installation and maintenance thereof, including lines of metal, plastic or composition materials used instead of paint.
All products and methods of application which have or may be awarded to the Painters International through jurisdictional procedures.

Craft: PILE DRIVER (Union Rate)

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

Pile Driver-Journeyman	$68.92
Pile Driver-Welder	$69.92
Pile Driver-Foreman	$73.28
Pile Driver-General Foreman	$78.08
Tender	$73.28
Stand-By Diver	$74.28
Diver-Diving (Wet Pay)	$123.27

ADD ZONE RATE:

In addition to PILE DRIVER rates, add the applicable amounts per hour calculated based on road miles 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

**Workers 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. When the contractor furnishes daily transportation to the workers from Reno or Carson City to and from the jobsite, no travel time, subsistence, or remote area shall be paid. The workers will travel one way during regular working hours and one way outside of regular.*

****Overtime and Double Time are paid on the total Taxable Wage.**

JOB DESCRIPTION (Copied from O*NET OnLine):

Move hand and foot levers of hoisting equipment to position piling leads, hoist piling into leads, and position hammers over pilings.
Move levers and turn valves to activate power hammers, or to raise and lower drophammers that drive piles to required depths.
Drive pilings to provide support for buildings or other structures, using heavy equipment with a pile driver head.
Conduct pre-operational checks on equipment to ensure proper functioning.
Clean, lubricate, and refill equipment.
Controlling Machines and Processes — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).
Operating Vehicles, Mechanized Devices, or Equipment — Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or watercraft.
Inspecting Equipment, Structures, or Materials — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.
Handling and Moving Objects — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.
Repairing and Maintaining Mechanical Equipment — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.
Operate cranes, hoists, or other moving or lifting equipment.
Operate heavy-duty construction or installation equipment.
Position structural components.
Inspect equipment or tools to be used in construction or excavation.
Clean equipment or facilities.

Craft: PLASTERER (Union Rate)

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

Plasterer-Journeyman	$61.37
Plasterer-Foreman	$65.79

ADD ZONE RATE:

In addition to PLASTERER rates, add the applicable amounts per hour, calculated from 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:

One and one-half (1.5) times the regular straight time hourly rate shall be paid for the first two (2) hours worked over eight (8) hours Monday through Friday, and for the first ten (10) hours on Saturday. Double (2x) the regular straight time rate shall be paid for all hours worked over ten (10) hours Monday through Saturday. All hours worked on Sundays and holidays shall be paid at double (2x) the regular straight time rate.

****All Overtime is to be calculated on the base rate of pay.**

WORKWEEK: Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday. There shall be an eight (8) hour rest period between shifts. In the event an employee does not receive an eight (8) hour break between shifts, the employee shall remain in overtime status until they receive an eight (8) hour break

ADDITIONAL PREMIUM PAY:

Nozzle Man w/Certification	$2.50 above base rate
First Rodman	$1.50 above base rate
High Time	$2.50 above base rate

SHIFT DIFFERENTIAL:

Second Shift (Swing)	Paid at 6.5% over the regular rate
Third Shift (Graveyard)	Paid at 13% over the regular rate

**Multiple shifts may be established for three (3) or more consecutive working days. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Thanksgiving Day	Family Day	Christmas Day

**If any holidays fall on Sunday, the Monday following shall be considered the holiday.*

JOB DESCRIPTION:

Excerpt from the Operative Plasters' & Cement Masons' Northern Nevada OP&CMIA Local 797 Master Labor Agreement, includes but is not limited to:

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.

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.

Craft: PLUMBER/PIPEFITTER (Union Rate)

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

Plumber/Pipefitter-Journeyman	$87.10
Plumber/Pipefitter-Foreman	$92.44
Plumber/Pipefitter-General Foreman	$97.78

ADD ZONE RATE:

In addition to PLUMBER/PIPEFITTER rates, add the applicable amounts per hour 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*

ADD PREMIUM PAY:

Overtime worked on a regular workday will be paid at a rate of one and one-half (1.5) times the regular rate of pay for the first two (2) hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1.5) times the regular rate of pay. All hours in excess of ten (10), work performed on Sundays and holidays, will be paid at two (2) times the regular rate of pay.

On a four (4) tens (10) schedule the regular workday shall be Monday-Thursday or Tuesday-Friday, the first ten (10) hours at straight time. The first two (2) hours after the regular workday shall be paid at one and one half (1.5) time. After twelve (12) hours the overtime rate will be double (2x) time. The fifth ten (10) hour shift shall be paid one and one half (1.5) time and double (2x) time after ten (10) hours. Sunday shall be double time.

WORKWEEK & WORKDAY: Normal start time is between 5:00 am and 8:00 am, eight (8) consecutive hours or ten (10) consecutive hours on a four (4) tens (10) schedule, worked at least four (4) consecutive days exclusive of one-half hour for lunch, Monday through Friday.

****Overtime and Double Time shall be calculated on the Taxable Income (base rate).**

SHIFT DIFFERENTIAL:

First Shift (Day)	When two or three shifts are worked, the day shift shall be established on an eight (8) hour basis, paid for eight (8) hours.
Second Shift (Swing)	Shall be established on a seven and one-half (7.5) hour basis, paid for eight (8) hours.
Third Shift (Graveyard)	Shall be established on a seven (7) hour basis, paid for eight (8) hours.

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	July 4th	Friday before Labor Day
Labor Day	Nevada Admission Day	Thanksgiving Day	Friday after Thanksgiving Day
Day Before Christmas	Christmas Day		

**If a holiday falls on Saturday it shall be observed the preceding Friday; if a holiday falls on Sunday, it shall be observed the following Monday and shall be a double (2x) time day, if worked.*

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: REFRIGERATION MECHANIC (Union Rate)

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

Refrigeration -Journeyman	$74.14
Refrigeration -Foreman	$78.78
Refrigeration -General Foreman	$83.41

ADD ZONE RATE:

In addition to REFRIGERATION MECHANIC rates, add the applicable amounts per hour 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*

ADD PREMIUM PAY:

Overtime worked on a regular workday will be paid at a rate of one and one-half (1.5) times the regular rate of pay for the first two (2) hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1.5) times the regular rate of pay. All hours in excess of ten (10), work performed on Sundays and holidays, will be paid at two (2) times the regular rate of pay.

On a four (4) tens (10) schedule the regular workday shall be Monday-Thursday or Tuesday-Friday, the first ten (10) hours at straight time. The first two (2) hours after the regular workday shall be paid at one and one half (1.5) time. After twelve (12) hours the overtime rate will be double (2x) time. The fifth ten (10) hour shift shall be paid one and one half (1.5) time and double (2x) time after ten (10) hours. Sunday shall be double time.

WORKWEEK & WORKDAY: Normal start time is between 5:00 am and 8:00 am, eight (8) consecutive hours or ten (10) consecutive hours on a four (4) tens (10) schedule, worked at least four (4) consecutive days exclusive of one-half hour for lunch, Monday through Friday.

****Overtime and Double Time shall be calculated on the Taxable Income (base rate).**

SHIFT DIFFERENTIAL:

First Shift (Day)	When two or three shifts are worked, the day shift shall be established on an eight (8) hour basis, paid for eight (8) hours.
Second Shift (Swing)	Shall be established on a seven and one-half (7.5) hour basis, paid for eight (8) hours.
Third Shift (Graveyard)	Shall be established on a seven (7) hour basis, paid for eight (8) hours.

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	July 4th	Friday before Labor Day
Labor Day	Nevada Admission Day	Thanksgiving Day	Friday after Thanksgiving Day
Day Before Christmas	Christmas Day		

**If a holiday falls on Saturday it shall be observed the preceding Friday; if a holiday falls on Sunday, it shall be observed the following Monday and shall be a double (2x) time day, if worked.*

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 (Union Rate)

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

Roofer-Journeyman (A Journeyperson of a three (3) person crew or more shall be designated a Foreman.)	$55.43
Roofer-Foreman (The Foreman's wage shall be twenty percent (20%) over a Journeyperson's base wage.)	$63.73

**A Journeyperson of a three (3) person crew or more shall be designated a Foreman.*

ADD PREMIUM PAY:

Any work performed in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times the regular straight time rate of pay. Two times (2x) the regular wage shall be paid for all work performed on Sundays. Two times (2x) the regular wage shall be paid for work performed on a Holiday.

REGULAR WORKDAY: The regular workday shall be eight to ten (8 to 10) hours plus a half (1/2) hour unpaid lunch.

REGULAR WORKWEEK: The regular workweek shall be a forty (40) hour flexible schedule, Monday through Saturday. The regular workday shall start as scheduled by the employer.

****Overtime and Double Time are calculated on the base rate of pay.**

RECOGNIZED HOLIDAYS:

New Year's Day	Presidents' Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day		

**If a designated holiday falls on Saturday, it shall be observed on the preceding Friday as a day off; a holiday falling on Sunday shall be observed on the following Monday as a day off; a holiday falling on Tuesday, Wednesday, or Thursday shall be observed on that day.*

JOB DESCRIPTION:

Excerpt from Roofers, Waterproofers, and Allied Workers Local 162.

All slate where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade slates, with necessary metal flashing to make water-tight.
All tile where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade tile, with necessary metal flashing to make watertight.
All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight.
All cementing in, on or around the said slate or tile roof or promenade.
All laying of felt, paper, membranes, ice shields, vapor barriers or similar underlayments on substrates.
All dressing, punching and cutting of all roof slate or tile.
All operation of slate cutting or punching machinery.
All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, including shingles of composition wood and metal tile.
All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.
All solar or photovoltaic cell-type roofing systems used to transform solar energy to electrical energy.
All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.
All waterproofing using bituminous products whether structures are above or below grade.
All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.
All kinds of asphalt and composition roofing and waterproofing.
All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.
All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants.
All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.
All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing and/or waterproofing.
All rock asphalt and composition roofing.
All rock asphalt mastic when used for damp and waterproofing.
All prepared paper roofing.
All mineral surfaced roofing, including 90lb., and 818, whether nailed, mopped with bitumen, or applied with mastic or adhesive.
All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating.
All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck.

All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of structure.
All damp course, sheeting or coating on all foundation work.
All tarred floors.
All wood block floors that are set in and/or coated with bituminous products.
All waterproofing of shower pans and/or stalls.
All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.
All forms of insulation used as part of, or in connection with, roofing, waterproofing or dampproofing.
All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.
All types of coatings, toppings and finishes used on the roof surfaces.
All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.
All solar or photovoltaic cell-type roof membrane systems used to transform solar energy to electrical energy.
All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not limited to:

a. PVC (polyvinyl chloride systems)
b. Butyl Rubber
c. EPDM (Ethylene-propylene diene monomer)
d. PIB (polyisobutylene)
e. CPE (chlorinated polyethylene)
f. CSPE (chlorosulfonated polyethylene)
g. Modified bitumens
h. TPO Membrane (Thermo Plastic Olefin)

All sealing and caulking of seams and joints on these roofing systems by heat or solvent welding or by adhesives or butyl tapes or any other means.
All base flashings, curb flashings and counter flashings of elasto-plastic composition as outlined.
All components of elasto-plastic roofing systems used to seal the roof including but not limited to, compression seals, termination bars, caulking and sealants.
All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives, to include any gypsum board and/or fire barrier required.
All forms of composite insulations having nailable surfaces (e.g. plywood, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
All types of aggregates, blocks, bricks, stones, or units of photovoltaic cell construction used to ballast these elasto-plastic systems.
All types of aggregates, blocks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.
All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.
All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of the building.
All sheet-type, elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.
All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems, or any other means of application.
All types of pre-formed panels and rolls used in waterproofing (Volclay, Bentonite etc.)
All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations.
All handling of roofing, damp and waterproofing materials.
All hoisting and storing of roofing, damp and waterproofing materials.
All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.
All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.
All wrapping and/or coating of underground pipelines with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tape inside or outside of pipe, whether done by roller, mop, swab, three-knot brush, or spray systems. Preparation of surface by sand blasting or wire brushing.
All operation of jeeper or holiday detectors.
All Zonolite or Cellular Concrete Roof Insulation and all materials, the machinery and equipment used to apply them.
All materials laminated to roofing and/or insulation systems.

Craft: SHEET METAL WORKERS (Union Rate)

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

Sheet Metal Worker Journeyman	$83.70
Sheet Metal Worker Foreman	$88.96
Sheet Metal Worker General Foreman	$94.22

ADD ZONE RATE:

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

Zone 1	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.)

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

ADD PREMIUM PAY:

All work performed outside the regular working hours and performed during the regular work week, shall be at one and one-half (1.5) times the regular rate. The first eight (8) hours worked on Saturday shall be paid at one and one-half (1.5) times the regular rate. All work after ten (10) continuous hours; all hours worked beyond eight (8) on Saturday; and all hours worked on Sundays and holidays will be compensated at double (2x) the regular rate.

****Overtime and Double Time are calculated on the base rate of pay.**

WORKDAY & WORKWEEK: Regular working day is between 6:00 am and 4:30 pm Monday through Friday. At the employer's discretion, a regular work week may include ten (10) hour days at four (4) days per week.

SHIFT DIFFERENTIAL:

First Shift (Day)	Begin at 6:00 am and end at 4:30 pm	Standard hourly wage
Second Shift (Swing)	Start Time 4:00 p.m.	Additional 10% to the taxable wage
Third Shift (Graveyard)	Start Time 12:00 a.m.	Additional 15% to the taxable wage

**Three or more consecutive days. When a second shift (evening) is required, the second shift may start any time following the day shift. If the second shift extends past midnight, the entire second shift shall be paid at the graveyard shift rate. When three (3) shifts are required, the graveyard shift will begin at 12:00 am on Monday. The day shift shall begin at 6:00 am and end at 4:30 pm. The evening shift will begin at 4:00 pm on Monday.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Friday before Labor Day
Labor Day	Nevada Day	Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day		

**Or days locally observed as such, and Sunday shall be recognized as a holiday. If a holiday falls on Saturday, it shall be recognized on the preceding Friday; if a holiday falls on Sunday, it shall be recognized the following Monday*

JOB DESCRIPTION:

Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement.

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; all lagging over insulation and all duct lining; testing and balancing of all air-handling equipment and duct work; 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; metal exterior wall systems, metal roofing; and 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

Soils and Materials Tester	$52.98

Craft: SPRINKLER FITTER (Union Rate)

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

Sprinkler Fitter-Journeyman	$90.47
Sprinkler Fitter-Foreman	$93.97
Sprinkler Fitter-General Foreman	$96.22

ADD ZONE RATE:

In addition to SPRINKLER FITTER rates, add the applicable amounts per day. Zone Pay shall be determined by reference to maps.google.com from the residence of the employee to the job site, and shall be paid per day as follows:

Zone 1	0 to 60 miles	$0.00
Zone 2	60-80 miles	$30.00
Zone 3	80-100 miles	$39.00
Zone 4 (Subsistence Pay)	Over 100 miles	$150.00

ADD PREMIUM PAY:

All overtime, except for Sundays and holidays, shall be at the rate of time and one-half (1.5). Time worked on Sundays and holidays shall be double (2x) the regular rate of pay.

STANDARD WORKDAY AND WORKWEEK: Eight (8) consecutive hours of work between 6:00 a.m. and 6:00 p.m. Monday through Friday.

****Overtime and Double Time are calculated on the base rate of pay.**

SHIFT DIFFERENTIAL:

Second & Third Shifts (Swing/Graveyard)	6:00 p.m. to 6:00 a.m.	15% above base hourly rate
Shift work may only be performed on the same job site and must continue for five (5) consecutive workdays. Eight (8) hours of work constitutes a shift. There shall be at least two (2) men on each shift. It shall not be required to work a day shift to work a second and/or third shift under this paragraph. Shift work shall only be considered if it has 5 consecutive days; anything less will be considered overtime rate of pay.		

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Christmas Day		

**When a holiday falls on a Sunday, the following Monday shall be considered the holiday; when a holiday falls on Saturday, the preceding Friday shall be considered the holiday.*

JOB DESCRIPTION:

Excerpt from between National Fire Sprinkler Association and Road Sprinkler Fitters Local 669.

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	$72.97
Chief of Party Surveyor	$75.69

ADD PREMIUM PAY:

One and one-half (1.5) times the applicable straight-time rate for all work performed before a shift begins and after it ends, and for all Saturday work in excess of forty (40) hours in one (1) work week. Double (2x) the applicable straight time rate after twelve (12) hours in any one shift. Any work performed on Sundays and holidays shall be paid at two (2) times the applicable straight time rate.

****Overtime and Double Time are calculated on the base rate/Taxable Income.**

SHIFT DIFFERENTIAL:

Night Shifts	All shifts starting between 4:00 pm and 4:00 am	Shall be paid twelve and one-half percent (12.5%) differential in addition to his/her regular pay

RECOGNIZED HOLIDAYS:

New Year's Day	Presidents' Day	Memorial Day	Independence Day
Labor Day	Nevada Admission Day	Thanksgiving Day	Day after Thanksgiving Day
Christmas Day			

**Holidays falling on Sunday shall be observed the following Monday, holidays falling on Saturday shall be observed the preceding Friday.*

JOB DESCRIPTION:

Excerpt from Operating Engineers Local 3 Agreement, 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	$67.36
Taper-Foreman	$71.96

ADD ZONE RATE:

In addition to TAPER rates, add the applicable amounts per day calculated based on road miles from the Washoe County Courthouse.

Zone 1	0 to 70 miles	$0.00
Zone 2	Over 70 miles	$75.00

**Excludes the City limits of Fallon and the Fallon NAS.*

ADD PREMIUM PAY:

The first four (4) hours worked outside a regular five (5) day eight (8) hour constituted day shift, Monday through Friday, shall be paid at the rate of one and one-half (1.5) times the straight time rate. All hours worked beyond twelve (12) hours shall be paid at two (2X) times the straight time rate. The first ten (10) hours worked on a Saturday shift shall be paid at the rate one and one-half (1.5) times the straight time rate all other hours worked beyond the ten (10) hours shall be paid at double (2X) the straight time rate. Hours worked on Sunday and recognized holidays shall be paid at the rate of two times (2X) the straight time hourly rate. Any work beginning after 9:00 pm on Sunday that ends on Monday shall be considered Monday work. Any hours worked prior to 9:00 pm Sunday would be considered Sunday work and shall be paid at two (2) times the regular straight time rate of pay.

When working a four-10 (4-10) hour shift, hours worked beyond ten (10) and before twelve (12) hours shall be paid at one and one-half (1.5) the straight time rate; all hours beyond shall be paid at two (2X) time the straight time rate. The first ten (10) hours worked on the fifth (5th) or sixth (6th) day shall be paid at one and one half (1.5) the straight time rate all other hours at double (2X) the straight time rate. A four-ten (4-10) hour shift will be four (4) straight days, Monday through Thursday, or Tuesday through Friday.

****Overtime and Double Time are calculated on the base rate of pay.**

WORKWEEK: The regular workweek shall consist of five (5) eight (8) hour workdays, or four (4) consecutive (10) hour workdays between Monday through Friday between 6:00 am and 6:00 pm.

SHIFT DIFFERENTIAL:

First Shift (Day)	8:00 a.m. to 4:30p.m.	Eight (8) hours at the regular rate of wages
Second Shift (Swing)	4:30 p.m. to 12:01 a.m.	Seven (7) hours work for eight (8) hours pay at the regular rate of wages.
Third Shift (Graveyard)	12:30 a.m. to 7:30 a.m.	Six and one-half (6.5) hours work for eight (8) hours pay at the regular rate of wages.

**Shift work shall be for a minimum of five (5) consecutive days, Monday through Friday, of which one (1), two (2), or three (3) of the above shifts may be worked.*

High Pay (Over 40 feet)	Work on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift) or rappelling work	Additional 10% per hour above the base

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Nevada Day	Thanksgiving Day	Family Day	Christmas Day

**No work shall be permitted on Labor Day or Christmas Day under any circumstances. Holidays falling on a Saturday shall be observed the prior Friday. Holidays falling on Sunday, the Monday following shall be observed.*

JOB DESCRIPTION:

Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada (Local 567).

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 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 (Non-Union Rate)

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

Tile Setter/Terrazzo Worker/Mable Mason Finisher	$44.85

JOB DESCRIPTION TILE FINISHER (Copied from O*NET OnLine):

- Apply a mixture of cement, sand, pigment, or marble chips to floors, stairways, and cabinet fixtures to fashion durable and decorative surfaces.
- Measure designated amounts of ingredients for terrazzo or grout, according to standard formulas and specifications, using graduated containers and scales, and load ingredients into portable mixer.
- Grind surfaces with a power grinder, or polish surfaces with polishing or surfacing machines.
- Cut metal division strips and press them into the terrazzo base for joints or changes of color to form designs or patterns or to help prevent cracks.
- Blend marble chip mixtures, place into panels, and push a roller over the surface to embed the chips.
- Modify mixing, grouting, grinding, or cleaning procedures, according to type of installation or material used.
- Spread, level, or smooth concrete or terrazzo mixtures to form bases or finished surfaces, using rakes, shovels, hand or power trowels, hand or power screeds, or floats.
- Grind curved surfaces or areas inaccessible to surfacing machine, such as stairways or cabinet tops, with portable hand grinder.
- Wash polished terrazzo surface, using cleaner and water, and apply sealer and curing agent according to manufacturer's specifications, using brush or sprayer.
- Position and secure moisture membrane and wire mesh in preparation for pouring base materials for terrazzo installation.
- Fill slight grinding depressions with matching grout material and hand-trowel for a smooth, uniform surface.
- Clean installation site, mixing and storage areas, tools, machines, and equipment, and store materials and equipment.
- Sprinkle colored marble or stone chips, powdered steel, or coloring powder over surface to produce prescribed finish.
- Wet surface to prepare for bonding, fill holes and cracks with grout or slurry, and smooth with a trowel.
- Mix cement, sand, and water to produce concrete, grout, or slurry, using hoe, trowel, tamper, scraper, or concrete-mixing machine.
- Chip, scrape, or grind high spots, ridges, or rough projections to finish concrete, using pneumatic chisel, hand chisel, or other hand tools.
- Mold expansion joints and edges, using edging tools, jointers, or straightedges.
- Move terrazzo installation materials, tools, machines, or work devices to work areas, manually or using wheelbarrow.
- Clean chipped area, using wire brush, and feel and observe surface to determine if it is rough or uneven.
- Repair concrete by cutting out damaged areas, drilling holes for reinforcing rods, and positioning reinforcing rods, using power saw and drill.
- Precast terrazzo blocks in wooden forms.
- Wet concrete surface and rub with stone to smooth surface and obtain specified finish.
- Build wooden molds, clamping molds around areas to be repaired, or setting up frames to the proper depth and alignment.
- Spread roofing paper on surface of foundation and spread concrete onto roofing paper with trowel to form terrazzo base.
- Produce rough concrete surface, using broom.
- Remove frames when the foundation is dry.
- Signal truck driver to position truck to facilitate pouring concrete and move chute to direct concrete on forms.

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

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

Tile Setter - Journeyman	$55.50
Terrazzo/Marble Mason - Journeyman	$57.09

JOB DESCRIPTION TILE/STONE SETTER (Copied from O*NET OnLine):

- Apply hard tile, stone, and comparable materials to walls, floors, ceilings, countertops, and roof decks.
- Align and straighten tile using levels, squares, and straightedges.
- Finish and dress the joints and wipe excess grout from between tiles, using damp sponge.
- Cut and shape tile to fit around obstacles and into odd spaces and corners, using hand and power cutting tools.
- Determine and implement the best layout to achieve a desired pattern.
- Mix, apply, and spread plaster, concrete, mortar, cement, mastic, glue or other adhesives to form a bed for the tiles, using brush, trowel and screed.
- Study blueprints and examine surface to be covered to determine amount of material needed.
- Measure and mark surfaces to be tiled, following blueprints.
- Lay and set mosaic tiles to create decorative wall, mural, and floor designs.
- Apply mortar to tile back, position the tile, and press or tap with trowel handle to affix tile to base.
- Mix and apply mortar or cement to edges and ends of drain tiles to seal halves and joints.
- Apply a sealer to make grout stain- and water-resistant.
- Level concrete and allow to dry.
- Measure and cut metal lath to size for walls and ceilings, using tin snips.
- Install and anchor fixtures in designated positions, using hand tools.
- Prepare surfaces for tiling by attaching lath or waterproof paper, or by applying a cement mortar coat to a metal screen.
- Remove and replace cracked or damaged tile.
- Cut tile backing to required size, using shears.
- Remove any old tile, grout and adhesive using chisels and scrapers and clean the surface carefully.
- Cut, surface, polish, and install marble and granite or install pre-cast terrazzo, granite or marble units.
- Spread mastic or other adhesive base on roof deck to form base for promenade tile, using serrated spreader.
- Assist customers in selection of tile and grout.
- Prepare cost and labor estimates, based on calculations of time and materials needed for project.
- Brush glue onto manila paper on which design has been drawn and position tiles, finished side down, onto paper.
- Select and order tile and other items to be installed, such as bathroom accessories, walls, panels, and cabinets, according to specifications.
- Build underbeds and install anchor bolts, wires, and brackets.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

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

Traffic Barrier Erector (Laborer Group 1)	$56.28

ADD ZONE RATE:

In addition to TRAFFIC BARRIER ERECTOR, 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

**No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.*

ADD PREMIUM PAY:

One and one-half (1.5) the regular straight time hourly rate shall be paid for all time worked over eight (8) or ten (10) (if on 4/10 schedule) in one day and on Saturdays. Sundays, Holidays, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular straight time hourly rate.

WORKDAY & WORKWEEK: Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am., Monday through Friday.

****Overtime and Double Time shall be calculated on the Taxable wage (base rate).**

SHIFT DIFFERENTIAL:

Second (Swing) and Third (Graveyard) Shifts	Shall be paid a 12.5% differential

**Upon approval the Employer may utilize multiple shifts for less than five (5) consecutive days, provided there is a legitimate business or bid specification requirement and the shift differential is paid.*

RECOGNIZED HOLIDAYS:

New Year's Day	Memorial Day	Independence Day	Labor Day
Admission (Nevada) Day	Thanksgiving Day	Family Day	Christmas Day

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

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;

(SEE LABORERS GROUP 1)

Craft: TRUCK DRIVER (Non-Union Rate)

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

Truck Driver	$39.76

JOB DESCRIPTION (Copied from O*NET OnLine):

Per Nevada Administrative Code 338.017, a worker who performs the craft of truck driver shall be deemed to be employed on a public work only while:

1. Transporting materials at the site of a public work; or
2. Transporting materials between the sites of a public work.

Craft: WELL DRILLER (Non-Union Rate)

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

Well Driller	$51.77

JOB DESCRIPTION (Copied from O*NET OnLine):

Includes but is not limited to :

- Operate a variety of drills such as rotary, churn, and pneumatic to tap subsurface water and salt deposits, to remove core samples during mineral exploration or soil testing, and to facilitate the use of explosives in mining or construction. Includes horizontal and earth boring machine operators.
- Operate controls to stabilize machines and to position and align drills.
- Start, stop, and control drilling speed of machines and insertion of casings into holes.
- Regulate air pressure, rotary speed, and downward pressure, according to the type of rock or concrete being drilled.
- Select and attach drill bits and drill rods, adding more rods as hole depths increase, and changing drill bits as needed.
- Drive or guide truck-mounted equipment into position, level and stabilize rigs, and extend telescoping derricks.
- Operate machines to flush earth cuttings or to blow dust from holes.
- Verify depths and alignments of boring positions.
- Perform routine maintenance and upgrade work on machines and equipment, such as replacing parts, building up drill bits, and lubricating machinery.
- Select the appropriate drill for the job, using knowledge of rock or soil conditions.
- Document geological formations encountered during work.
- Drive trucks, tractors, or truck-mounted drills to and from work sites.
- Assemble and position machines, augers, casing pipes, and other equipment, using hand and power tools.
- Record drilling progress and geological data.
- Retrieve lost equipment from bore holes, using retrieval tools and equipment.
- Fabricate well casings.
- Pour water into wells, or pump water or slush into wells to cool drill bits and to remove drillings.
- Create and lay out designs for drill and blast patterns.
- Place and install screens, casings, pumps, and other well fixtures to develop wells.
- Operate water-well drilling rigs and other equipment to drill, bore, and dig for water wells or for environmental assessment purposes.
- Review client requirements and proposed locations for drilling operations to determine feasibility, and to determine cost estimates.
- Drill or bore holes in rock for blasting, grouting, anchoring, or building foundations.
- Perform pumping tests to assess well performance.
- Disinfect, reconstruct, and redevelop contaminated wells and water pumping systems, and clean and disinfect new wells in preparation for use.
- Design well pumping systems.
- Signal crane operators to move equipment.
- Withdraw drill rods from holes, and extract core samples.
- Inspect core samples to determine nature of strata, or take samples to laboratories for analysis.
- Retract augers to force discharge dirt from holes.
- Monitor drilling operations, by checking gauges and listening to equipment to assess drilling conditions and to determine the need to adjust drilling or alter equipment.

GROUP CLASSIFICATIONS

LABORER

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: Shall include, but is not limited to, various construction and support, work processes and tasks, necessary for the economic and efficient completion of the construction work being performed not listed in any other Group
- Stocking and scrapping drywall, metal studs and related materials
- Tending to Carpenters, handling and distributing materials used by Carpenters
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts Gab ion basket, building, handling, installation, and rigging
- Dry set paver work
- Guide Posts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Traffic Barrier Erector
- Solar Laborer

Group 1A

- Flaggers

Group 2

- Choker setter or Rigger (clearing work only) Pittsburg
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group III
- including but not limited to: concrete farms stripping, handling, cleaning, oiling and moving to the next point of installation
- Waterproofing work
- Epoxying 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 whether/rain protection and curing (except in cases of emergency)
- Placement/anchoring of all earth stabilization/filter fabrics
- Mechanically Stabilized Earth (MSE) and Keystone type retaining walls rigging, placing, aligning, backfilling and installation of dead men and any other stabilization components
- 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

Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Fence erector including safety, chain link, turtle, field and barbed wire fencing
- Concrete Mixer under ½ yard

- Concrete Pan Work (Breadpan type), handling, cleaning, stripping
- Concrete; Saw cutting and coring all types, Chipping, bush hammering,
- Grinding, Sanding, Vibrator, Epoxy Type Injection pumps
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jambs
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- PipeWrapper, Kettlemen, Potmen, and Laborers 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
- All Laborers work in conjunction with enviromats and similar type erosion control products
- 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 of underpinning pits, removal of debris with tuggers or by 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, production, purification, filtration and treatment facilities

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
- Traffic Control Supervisor

Group 5A

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method preformed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways, streets and other such surfaces and all work performed in connection with removal of pavement marking, highway striping, and traffic control devices.
- Work in conjunction with the installation and erection of all permanently affixed road signs, monument markers, parking lot signs and parking delineating barricades, and car stops

Group 6

- Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
- Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work
- All worked 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

OPERATING ENGINEER, includes but is not limited to:

Group 1
- Engineer Assistant

Group 1A
- Oiler (Construction)
- Partsman (heavy duty repair shop parts room when needed)

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 20ft)
- 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 (Assistant to Engineer required)
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

Group 5
- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

Group 6
- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose A-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine

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

Group 7

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Kolman Loader
- Lubrication and Service Engineer (mobile and grease rack)
- 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 (Shop)
- 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 and/or Welder (Field)
- 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)
- 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 Liebher 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
- 59
- Heavy Duty Repairman/Welder

Group 5

- Boom Cat

OPERATING ENGINEER -PILE DRIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
- Fireman

"General Decision Number: NV20260103 07/30/2026

State: Nevada

Construction Types: Highway

Counties: Nevada Counties of
Elko

Modification Number	Publication Date
0	06/22/2026
1	07/30/2026

SANV2025-001 10/01/2025

	Rates	Fringes
Boilermaker: Journeyman	$ 76.62	
Bricklayer: Journeyman	$ 45.94	18.44
Carpenter: Journeyman	$ 43.13	25.29
Cement Mason: Journeyman	$ 43.06	13.86
Electrician-Neon Sign: Journeyman	$ 63.15	
Electrician-Wireman: Wireman	$ 48.50	29.99
Electrician-Wireman: Cable Splicer	$ 55.78	30.66
Fence Erector: Journeyman	$ 35.70	17.58
Flagperson: Journeyman	$ 33.58	17.58
Highway Stripers: Journeyman	$ 38.20	17.58
Hod Carrier-Brick Mason Tender: Journeyman	$ 35.95	17.58
Ironworker: Journeyman	$ 51.85	39.12
Laborers: Landscape	$ 30.29	17.58
Laborers: Group 1 (All cleanup work of debris, grounds, ard buiding including windows and tile; Dumpmen or Spotter (other than asphalt); Handling ard Servicing of Flares, Watchmen; Gereral Laborer; Guideposts and Highway Signs; Guardrail Erection ard Dismantling; Limber, Brushloader ard Piler; Pavement Marking and Highway Striping; 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)	$ 35.45	17.58
Laborers: Group 1-A (Flagger)	$ 33.58	17.58
Laborers: 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, clearning, oiling and moving to thenext point of installation; Crusher or Grizzly Tender; Greasing Dowels; Guinea Chaser (Stakemen); Panel Forms (wood ormetal) handling, clearning and stripping of Loading and unloading, Carrying and handling of all rods and materials 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 adn anchoring dowel baskets; Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading, and tamping concrete, brooming or brusing, hand application of curing compunds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work; Concrete patching, dry packing, chipping, stoning, and grouting; Concrete cold Whether/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 components).....$ 35.55 17.58

Laborers: Group 3 (Asphalt Workers (Ironers, Shovelers, Cutting Machine); Buggymobile; Chairsaw, 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 (precase 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 ashphalt, 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 Laboeres' work; Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 6; Vibra-screed; All Demolition and wrecking work including but not limited to any torch work

cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tolls and equipment for demolition and wrecking; All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary toools and eqiupment for underpinning foundation work.).....$ 35.70 17.58

Laborers: Group 3A (Concrete Specialist; Setting screeds; Screed pins; Curb forms and curb and gutter forms; Using Darby and push floats; Hard trowels or hard floating; Marking edging; Using base cove or step tools; Spreading and finishing gypsurr; Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding); Trowelig machines; Floating machines; Finishing of epoixy or resin materials; Operator of skill saw; Laser Screed; Laser Level).....$ 39.13 17.58

Laborers: Group 4 (Burning and Welding in connection with Laborers' work; Joy Drill Model TWM-2A, Gardner Denver Model DN 143 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 piepe work; cleaning of Utility Lines; Slip Lining of Utility Lines (including operation of Eqiupment); TV Monitoring and Groutind of Utility Lines; Asphalt Rakers and Ashalt dump Man; All mechanical and pressurized pipe work, including the installation of pipe above below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, production, purification,

filtration and treatment facilites.) .....$ 35.95 17.58
Laborers: Group 5 (Construction Specialists; Blasters and Powdermen, all work of loading, placing, and blasting of all power and explosives of any type, regardless of method used for such loading and placing Asbestos removal; Lead abatement; Hazardous waste; Material removal).....$ 36.25 17.58
Laborers: Group 5A (Pavement Marking and Highway Striping; Pavement Marking; Pavement Marking and Highway Striping work includes but is not limited to: All work by and any method preformed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways, streets and other such surfaces and all work performed in connection with removal of pavement.) .....$ 38.20 17.58
Laborers: (Group 6) Nozzleman, Rodmen .....$ 35.25 17.58
Laborers: (Group 6) Gunmen, Materialmen .....$ 35.25 17.58
Laborers: (Group 6) Reboundmen .....$ 35.60 17.58
Operating Engineers: Group 1A (Oiler (Construction); Partsman).....$ 41.07 34.85
Operating Engineers: Group 2 (Compressor Operator; Material Loader and /or Conveyor Operator (handling bulding materials); Pump Operator).....$ 41.60 34.85
Operating Engineers: Group 3 (Bobcat or similar loader, 1/4 cu . yd. or less; Corcrete 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; Olier (truck crane)).....$ 41.87 34.85
Operating Engineers: Group 4 (Concrete Mixer Operator, Skip type; Dink Operator; Forklift (20' or over) or Lumber Stacker; Ross Carrier; Skip Loader Operator (under one (1) cu. Yd.); Tie Spacer).....$ 42.61 34.85
Operating Engineers: Group 5 (Concrete Mixer (over one (1) cu. Yd.); Concrete Pumps or Pumpcrete Guns; Elevator and Material Hoist (one (1) drum); Groundman for Asphalt Milling and similar).....$ 42.92 34.85
Operating Engineers: Group 6 (Auger Type drilling equipment up to and includting 30 ft. depth digging capacity M.R.C; Boom Truck or Dua-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 Fishers (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 Pum (power-driven by hydraulic, electric, air, gas, etc. lifiting device for concrete forms; Small Rubber-Tied Tractors; Snooper Crane, Paxton-Mitchell or similar; Stationary Pipe Wrapping, Cleaning and Bending Machine Operator)....$ 43.08 34.85

Operating Engineers: 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 requried 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); 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))......$ 43.33 34.85

Operating Engineers: Group 8 (Articulated on-Site Dump Trucks; Asphalt Plant Engineer; Apshalt 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 similr 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; Tunnerl Badger or Tunnel Boring Machine Operator; Tunnel Mole Boring Machine; Vermeer T-600b Rock Cutter; Vacuum Truck (excludes trailer mounted vaccums))..... $ 43.87 34.85

Operating Engineers: Group 9 (Chicago Boom; Comination 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-Layer-Type Earthmoving Machine (single engine with tandem scrapers))..... $ 44.24 34.85

Operating Engineers: 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 an 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))..... $ 44.59 34.85

Operating Engineers: Group 10A (Backhoe-Hydraulic (up to an including one (1) cu. Yd.); Backhoe (up to an 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))...$ 44.78 34.85
Operating Engineers: 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 an including tweleve (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 Lifing 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 Liebher and Tower Cranes (and similar types); Wheel Excavator (up to an including seven hundred fifty (750) cu. yds. per hour); Whirley Cranes (over twenty-five (25) tons))..... $ 45.02 34.85
Operating Engineers: Group 11A (Band Wagons (in conjuction 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. ""stuck"" 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)).....$ 46.66 34.85
Operating Engineers: Group 11B (Holland Loader or similar or Loader (over 18 cu. Yds.)).....$ 47.47 34.85
Operating Engineers Steel Fabricator & Erector: Group 1 (Cranes over 100 tons; Derrick over 100 tons; Self-Propelled Boom Type Devices over 100 tons).....$ 53.61 34.85
Operating Engineers Steel Fabricator & Erector: Group 1 Truck Crane Oiler.....$ 47.44 34.85
Operating Engineers Steel Fabricator & Erector: Group 1 Oiler.....$ 45.48 34.85
Operating Engineers Steel Fabricator & Erector: 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).....$ 52.10 34.85

Operating Engineers Steel Fabricator & Erector:
Group 2 Truck Crane Oiler.....$ 47.19 34.85
Operating Engineers Steel Fabricator & Erector:
Group 2 Oiler.....$ 45.27 34.85
Operating Engineers Steel Fabricator & Erector:
Group 3 (Cranes, 45 tons and under; Self-Propelled
Boom Type Lifting Device, 45 tons and under).....$ 50.86 34.85
Operating Engineers Steel Fabricator & Erector:
Group 3 Truck Crane Oiler.....$ 46.97 34.85
Operating Engineers Steel Fabricator & Erector:
Group 3 Oiler.....$ 45.05 34.85
Operating Engineers Steel Fabricator & Erector:
Group 3 Hydraulic.....$ 46.64 34.85
Operating Engineers Steel Fabricator & Erector:
Group 4 (Chicago Boom; Forklift, 10 tons and over;
Heavy Duty Repairman/Welder).....$ 49.13 34.85
Operating Engineers Steel Fabricator & Erector:
Group 5 (Boom Cat).....$ 48.03 34.85
Piledriver: Journeyman Driverman.....$ 43.63 25.29
Piledriver: Certified Welder.....$ 44.63 25.29
Piledriver: Tender.....$ 47.99 25.29
Piledriver: Stand By Diver.....$ 48.99 25.29
Piledriver: Diver-Diving (Wet Pay).....$ 97.98 25.29
Traffic Barrier Erector.....$ 35.45 17.58
Truck Driver.....$ 38.53

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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does

not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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