BOARD OF EUREKA COUNTY COMMISSIONERS

Rich McKay, Chairman **P.O. Box 540 * Eureka, Nevada 89316 * Telephone: 775-237-5263** **Mike Schoenwald, Member**
Marty Plaskett, Vice Chair **Posted on or before October 1, 2026** **Kathy Bowling, Clerk Recorder**

NOTICE IS HEREBY GIVEN that the Board of Eureka County Commissioners will meet pursuant to law on October 6, 2026, at 9:30 a.m. in the Commission Chambers at the County Courthouse located at 10 South Main Street, Eureka, Nevada. ***Note: The meeting will be available telephonically for LISTENING PURPOSES ONLY. To listen to the meeting by phone please dial 1-415-655-0003 and enter code 2481 663 3046# and then # again when prompted. Please make sure that your phone is muted upon connection. It is not necessary to announce that you are participating in the meeting. No public comment will be received from phone participants unless you are on the agenda and are presenting virtually.***

AGENDA

9:30 - CALL TO ORDER

1. Approval of the agenda notice with addition of any emergency item and/or deletion of any item. *Unless otherwise stated, items may be taken out of the order presented on the agenda, in the direction of the Chair.* **(For Possible Action)**
2. Pledge of Allegiance.

9:35 - PUBLIC COMMENT

1. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comment may be limited to three (3) minutes per person. Public comment may be allowed on "Action" items, in addition to the two times specified on the agenda.* **(Discussion)**
2. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings.* **(Discussion)**

9:40 - APPROVAL OF MINUTES

1. Approval of the Commission meeting minutes of the September 15, 2026 and reapproval of the August 4, 2026 minutes after requested edits. **(For Possible Action)**

9:45- COUNTY COMPTROLLER – Kim Todd, Comptroller

1. Payment of expenditures. *Notice: Expenditures received after action has been taken under this Comptroller section may be presented and acted upon throughout the day.* **(For Possible Action)**
2. Review Fund Balance Report. **(Discussion)**

9:50 - COMMISSIONERS –

1. Discuss, approve or deny posting a request for proposals for a contract Eureka County Public Defender in accordance with the Eureka County Plan for Provision of Indigent Defense Services. **(For Possible Action)**
2. Discuss, approve or deny the ratification of road closures for the Eureka Restoration Enterprises Wine Walk held on September 19th. **(For Possible Action)**
3. Discuss, approve or deny the ratification of road closures for the VFW Car Show on September 26th. **(For Possible Action)**

COMMISSIONERS - CONTINUED

4. Discuss, approve or deny ratifying the fee waiver for the use of the Eureka Fairgrounds for the 2nd annual poker run Saturday, October 3, 2026. **(For Possible Action)**
5. Discuss, approve or deny accepting the letter from Nick Collins asking to be moved from member to alternate on the Crescent Valley Medical Services Advisory Committee. **(For Possible Action)**
6. Discuss, approve or deny accepting the letter from Laura Shivers asking to be moved from alternate to member on the Crescent Valley Medical Services Advisory Committee. **(For Possible Action)**
7. Discuss, approve or deny cancelling the regularly scheduled Board of County Commissioners meetings on November 3 and November 17, 2026 and scheduling an additional meeting on November 12, 2026 in order to canvas the November 3, 2026 General Election. **(For Possible Action)**
8. Discuss, approve or deny revisiting the Personnel Policies under the Catastrophic Leave Program: (a) Policy 6.3.1.2.a. that was waved for 2 Eureka County employees at the August 4, 2026 Commission meeting. **(For Possible Action)**

10:15 - IT - Misty Rowley, CIO

1. Report on IT projects and activities. **(Discussion)**
2. Discuss, approve or deny Quest Quote No. 26-09-10 Flex - 3 - 1YR in an amount not to exceed $15,280.20 for the renewal of the Cisco Webex Collaboration Flex Plan for a one-year prepaid term, effective December 5, 2026, through December 4, 2027; and authorize the CIO to sign outside the meeting. **(For Possible Action)**
3. Discuss, approve or deny Quote No. 022955, Version 2, from Quest, in an amount not to exceed $23,038.66 to provide and install fiber from Tank Hill to the vault outside of the VAC, utilizing funds budgeted for Capital Outlay (010-018-55010-000) in the Technology Support budget and authorize the CIO to sign outside the meeting. **(For Possible Action)**
4. Discuss, approve or deny the purchase of up to 32 additional hours of Ironclad managed services and support from LegalEng Consulting Group (LECG), in 8-hour blocks (see Section 7.1 of the existing Statement of Work), at a rate of $325 per hour, for a total not to exceed amount of $10,400.00, and authorize the CIO to authorize this purchase option in writing as needed outside of the meeting. **(For Possible Action)**

10:30 - RECREATION BOARD – Elmer Porter, Chairman

1. Report on projects and activities with the Recreation Board. **(Discussion)**

10:40 - LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) – Jeb Rowley, Chairman

1. Report on projects and activities with the Local Emergency Planning Committee (LEPC). **(Discussion)**

10:50 - CRESCENT VALLEY EMERGENCY GROUP – Michael Schoenwald

1. Discuss, approve or deny the rental fees waiver of the Crescent Valley Community Center for the Crescent Valley Emergency Group annual fundraising dinner on October 9th - 10th. **(For Possible Action)**

10:55 - CENTRAL NEVADA HEALTH DISTRICT – Shannon Ernst, Administrator

1. Report on the Central Nevada Health District. **(Discussion)**

11:05 – TREASURER – Pernecia Johnson, Treasurer

1. Review of Treasurer's Report for August 2026. **(Discussion)**

11:10 - JUVENILE PROBATION – Steve Zimmerman, JPO

1. Discuss, approve or deny adopting a Proclamation declaring October 26th – 29th, as Red Ribbon Week commemorating the National Drug Prevention Campaign, with local events and activities sponsored by Eureka County Juvenile Probation. **(For Possible Action)**
2. Discuss, approve or deny out of state travel for Stephen Zimmerman and Marilyn Strickland-Adams to travel to Dallas, TX on November 11-13, 2026 for the Emerging Drug Trends Conference. **(For Possible Action)**
3. Discuss, approve or deny a temporary credit limit increase on the County purchasing card issued to Steve Zimmerman, in the amount of $2,000 ($3,000 total), for the month of October of 2026 for the purchases of registration costs and hotel costs for the Emerging Drug Trends Conference in Dallas, TX on November 11-13, 2026. **(For Possible Action)**

11:20 - HUMAN RESOURCES – Stacy Collette, Human Resources Consultant

1. Report on Human Resources projects and activities. **(Discussion)**

11:30 – SHERIFF - Miles Umina, Sheriff

1. Report on Sheriff's Office projects and activities. **(Discussion)**
2. Discuss, approve or deny the FY2026/2027 Forensic Science Agreement with the Washoe County Sheriff's Office. **(For Possible Action)**

11:45 – ROAD DEPARTMENT – Scooter Mentaberry, Road Supervisor

1. Report on Road Department projects and activities. **(Discussion)**

11:40 - PUBLIC WORKS – Jeb Rowley, Public Works Director

1. Report on Public Works projects and activities. **(Discussion)**
2. Update on JD Ranch Road maintenance activities. **(Discussion)**
3. Discuss, approve or deny ratification of the execution of Airport Infrastructure Grant Agreement No. 3-32-0007-023-2026 for the Eureka Airport (05U) Valley Gutter replacement (design and construction) and Reseal Runway 18/36, Taxiway, and Apron (design) project, in the amount of $113,000.00. **(For Possible Action)**
4. Discuss, approve or deny a) acceptance of the proposal submitted by Sierra Nevada Construction, Inc., in the amount of $84,150.00, for the Eureka Airport (05U) Valley Gutter Replacement project, Owner's Contract No. EU-2026-544 (IIJA Project No. 3-32-0007-023-2026); and b) authorization for the Chairman to execute the associated Construction Contract Agreement with Sierra Nevada Construction, Inc., utilizing funds budgeted for Capital Outlay in the Airport Fund (010-016-55010-000). **(For Possible Action)**
5. Discuss, approve or deny approval of proposals for Courthouse rooftop HVAC replacement and ductless mini-split installations at the Road Shop, Hog Pen Booster Station, Well 2, and Senior Center, utilizing funds budgeted for Capital Outlay in the Building Maintenance Fund (040-130-55010-000), as follows: a) Snyder Mechanical proposal, in the amount of $22,218.00, for removal and replacement of the Courthouse rooftop HVAC unit and installation of mini-split heat pumps at the Road Shop, Hog Pen Booster Station, and Well 2; and b) Quantum Electric, LLC proposal, in the amount of $16,325.40, for electrical disconnection/reconnection at the Courthouse and power connections to the mini-split units at the Road Shop, Hog Pen Booster Station, Well 2, and Senior Center. **(For Possible Action)**

12:30 – CORRESPONDENCE

1. Review correspondence. **(Discussion)**
2. Commissioner reports on **pertinent** correspondence or other matters. **(Discussion)**

12:35 - PUBLIC COMMENT

1. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comments may be limited to three (3) minutes per person. Public comment may be allowed on "Action" items, in addition to the two times specified on the agenda.* **(Discussion)**
2. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings.* **(Discussion)**

12:40 – ADJOURNMENT

1. Adjournment of meeting.

Supporting materials for this meeting may be requested by contacting the Commissioners' office at CountyCommission@eurekacountynv.gov, PO Box 540, Eureka, NV 89316, by calling (775) 237-5263 or faxing (775) 237-5614. All times listed on the agenda are approximate. Items may be taken out of the order presented on the agenda. Items may be removed from the agenda prior to, or during, the meeting. Related items may be combined for discussion or action. The phrase "(For Possible Action)" means the Board may, but is not required to, act on the item. This agenda was posted in Eureka at: County Courthouse; County Administrative Facility (Annex); US Post Office; and public bulletin board at 10 S. Main Street. This agenda was posted electronically at Eureka County's website (https://events.eurekacountynv.gov/meetings) and Nevada's public notice website (www.notice.nv.gov). Notice to persons with disabilities: If you require special assistance, please notify the Commissioners' Office prior to the meeting at the email address, mailbox, phone number or fax number listed above.

BOARD OF EUREKA COUNTY COMMISSIONERS

AUGUST 4, 2026 MEETING MINUTES

STATE OF NEVADA)
:SS
COUNTY OF EUREKA)

CALL TO ORDER

1. Approval of the agenda notice with addition of any emergency item and/or deletion of any item. *Unless otherwise stated, items may be taken out of the order presented on the agenda, in the direction of the Chair.* **(For Possible Action)**
2. Pledge of Allegiance.

The Board of Eureka County Commissioners met pursuant to law on August 4, 2026. Present were Chairman Rich McKay, Vice Chair Marty Plaskett, Commissioner Mike Schoenwald, District Attorney Ted Beutel and Clerk Recorder Kathy Bowling. The meeting was called to order at 9:29 a.m. The interactive video conferencing system was connected between Crescent Valley and Eureka for the entire meeting.

Commissioner Plaskett motioned to approve the agenda with moving the Treasurer item up to after public comment, Commissioner Schoenwald seconded the motion. The motion carried 3-0.

The meeting began with the pledge of allegiance.

PUBLIC COMMENT

1. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comment may be limited to three (3) minutes per person. Public comment may be allowed on "Action" items, in addition to the two times specified on the agenda.* **(Discussion)**

Chairman McKay called for public comment, Crescent Valley resident Forest Anderson commented they have been having issues with the US Postal Service and were recently told they were no longer going to be issuing new addresses. Mr. Anderson is going to work on following procedure and doing a petition to see if there is anything they can do, he wanted to inform the Commissioners on the problems.

2. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings.* **(Discussion)**

Nothing was considered.

COUNTY COMPTROLLER – Kim Todd, Comptroller

1. Payment of expenditures. *Notice: Expenditures received after action has been taken under this Comptroller section may be presented and acted upon throughout the day.* **(For Possible Action)**

The board along with Comptroller Kim Todd reviewed the meeting expenditures.

Commissioner Plaskett motioned to approve expenditures is the amount of $3,618,522.20, Commissioner Schoenwald seconded the motion. The motion carried 3-0.

2. Review Fund Balance Report. **(Discussion)**

The board reviewed the current fund balance report.

TREASURER – Pernecia Johnson, Treasurer

1. Review of Treasurer's Report for June 2026. **(Discussion)**

The board reviewed the Treasurers report for June 2026.

IT - Misty Rowley, CIO

1. Report on IT projects and activities. **(Discussion)**

CIO Misty Rowley reported her office installed several new workstations and printers, they worked on the county newsletter, social media and worked with the Market Share PR firm. They worked with the Sheriffs office on planning and installing the new fiber circuit to replace the copper lines that connect the 911 VESTAS system. They fixed issues with the public computers not connecting to the internet or the Assessors website.

COMMISSIONERS –

1. Discuss, approve, or deny waiver of the following Personnel Policies under the Catastrophic Leave Program: (a) Policy 6.3.1.2.a. which limits the amount (to 20 hours) and limits the times per year (to once) that an employee may donate to the catastrophic leave program; and (b) Policy 6.3.1.2.c. which limits the amount of time an employee may draw from the individual catastrophic leave donations to 120 hours per event. *If approved, this waiver is for an individual employee for a specific event and is not a blanket waiver of policy. All donations are strictly voluntary and must still meet the other guidelines set forth in the policy* **(For Possible Action)**

Commissioner McKay informed the room there are 2 employees requesting to draw from the individual catastrophic leave donations. The personnel policy limits the amount an employee may donate and how many times a year they can donate to the program. The board discussed how long the event would be and chose to revisit it in 3 months and decide if they need to extend the event. The board decided the waiver would be for this specific event only.

Commissioner Plaskett motioned to approve waving the 120-hour maximum sick leave donation per employee to the Catastrophic Leave Program and reevaluate in 3 months and to also waive the limit on the amount of time an employee may draw from the program. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

2. Discuss, approve or deny signing the 7th Judicial Tri-County Cooperative Agreement for Fiscal Year 2026-2027. **(For Possible Action)**

Commissioner Plaskett motioned to approve signing the 7th Judicial Tri-County Cooperative Agreement for Fiscal Year 2026-2027, Commissioner Schoenwald seconded the motion. The motion carried 3-0.

3. Discuss, approve or deny adjusting the Senior Center Directors salary to an E20 in order to better align with other Directors in the county and utilize Commission funds for this fiscal year. **(For Possible Action)**

The board discussed the previously approved temporary pause to individual compensations to allow an accurate and timely salary study. The board discussed prioritizing the Senior Center Directors salary during the salary study to ensure her job description reflects clearly.

Commissioner Schoenwald motioned to engage HR with the Senior Center Director and make it the top priority during the salary study. Commissioner Plaskett seconded the motion. The motion carried 3-0.

MYBRARY – Kassie Antonucci, Director

1. Report on projects and activities. **(Discussion)**

Director Kassie Antonucci reported the combined stats for the Eureka and Crescent Valley locations for April, May, and June were 728 visits with 696 items checked out and 135 internet sessions. There were 37 programs with 117 visits to those programs.

NEVADA RURAL HOUSING – Katie Coleman, Director of Communications

1. Report on projects and activities. **(Discussion)**

Nevada Rural Housing Director of Communications Katie Coleman reported that Eureka has provided $1.2 million in total private activity bond cap transfers, she explained it is not funding from the budget but federal allocation that can be used to help expand homeownership opportunities. The private activity bond cap is exclusively used to support the Launchpad Homeownership Program and provide below-market interest rates paired with down payment assistance. In the past year they assisted a Eureka homebuyer with a $319,000 mortgage.

2. Discuss, approve or deny the Resolution of the Board of Commissioners of Eureka County, Nevada Providing for the Transfer of the County's 2026 PRIVATE Activity Bond Volume Cap to the Nevada Rural Housing Authority; and other matters related thereto. **(For Possible Action)**

Commissioner Plaskett motioned to approve the Resolution of the Board of Commissioners of Eureka County, Nevada Providing for the Transfer of the County's 2026 PRIVATE Activity Bond Volume Cap to the Nevada Rural Housing Authority. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

GOLDEN OLDIES – Forest Anderson, Chairman

1.	Discuss, approve or deny a fee waiver for the use of the Crescent Valley Community Center Snack Shack for the Crescent Valley Community Sale on October 3, 2026. **(For Possible Action)**

Forest Anderson Chairman of the Golden Oldies went before the board to ask for a fee waiver for the use of the Crescent Valley Community Center for the Crescent Valley Community Sale on October 3, 2026. Discussion ensued over coordinating with the health district to get a health certificate if food will be served out of the cook shack.

Commissioner Schoenwald motioned to approve waiving the fees for the Crescent Valley Community Center for the Crescent Vally Community Sale October 2nd through October 4th. Commissioner Plaskett seconded the motion. The motion carried 3-0.

HUMAN RESOURCES - Cristina Lopez, Human Resources Director

1.	Report on Human Resources projects and activities. **(Discussion)**

Human Resources Director Cristina Lopez reported she has posted the Human Resources Generalist/Manager position announcement. Director Lopez reported 4 FMLA cases. The 4x10 midpoint survey went out to all the employees the day prior. Director Lopez met with Paypoint HR to discuss the upcoming compensation study and discussed pricing and preparations.

2.	Discuss, approve, or deny increasing the authorized work schedule for Board of County Commissioners Casual Employee Annette Broad from 19 hours per week to 29 hours per week pursuant to Section 3.23.2 of the Eureka County Personnel Policy. **(For Possible Action)**

During the transitioning in the HR department and the summer internship ending Director Lopez requested increasing her Casual Employees hours per week from 19 to 29.

Commissioner Plaskett motioned to approve increasing the authorized work schedule for Board of County Commissioners Casual Employee Annette Broad from 19 hours per week to 29 hours per week. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

JUSTICE COURT – Judge Dorothy Rowley

1.	Discuss, approve, or deny allowing the Office of Justice of the Peace to continue to receive certain fees collected as compensation pursuant to NRS 6.060(4) and reported monthly to the Commission as required by NRS 4.100. **(For Possible Action)**

Judge Rowley explained to the board that the Justice Court had been audited and had recently met with the auditors to review their findings and recommendations. One finding was that portions of fees collected under NRS 4.060 that Judge Rowley retains as compensation under NRS 4.060(4) hadn't received specific approval from the Commission. The auditors recommended that Judge Rowley obtain specific authorization from the board to continue retaining a portion of the fees as compensation. Judge Rowley explained that the Justice of the Peace position has always been allowed to retain 75% of the fees for compensation, with 25% distributed as outlined by the statute, with one exception being the wedding fee. Eureka Judges have kept $70 of the $75 wedding fee because weddings can be and generally are performed on weekends and anywhere in the county. Judge Rowley explained that all fees have been reported and will continue to be reported to the Treasurer and submitted for approval in the court's monthly report to the Commissioners.

Commissioner Plaskett motioned to approve the Office of Justice of the Peace continuing to receive certain fees collected as compensation pursuant to NRS 4.060(4) and report monthly to the Commission as required by NRS 4.100. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

SHERIFF - Miles Umina, Sheriff

1.	Report on Sheriff's Office projects and activities. **(Discussion)**

Sheriff Miles Umina reported he has been working with EMS and several other mental health organization on a Crisis Response Intervention Team. The Sheriff office is prepping for National Night Out in Eureka on the 4th and in Crescent Valley on the 6th.

2.	Discuss, approve or deny quote #SA013486 v1 from Goserco, Inc for an upgrade to the Eureka County Sheriff's Office Recording system for an amount not to exceed $41,006.10. **(For Possible Action)**

The current 911 recording system is reaching its end of life, the quote from Goserco will cover the hardware, software and services for 6 years.

Commissioner Plaskett motioned to approve the quote #SA013486 v1 from Goserco, Inc for an upgrade to the Eureka County Sheriff's Office Recording system for an amount not to exceed $41,006.10. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

3.	Discuss, approve or deny accepting the 2026-2027 Joining Forces Traffic Enforcement grant in the amount of $23,000 for the Sheriff Office. **(For Possible Action)**

Commissioner Plaskett motioned to approve accepting the 2026-2027 Joining Forces Traffic Enforcement grant in the amount of $23,000 for the Sheriff Office. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

ROAD DEPARTMENT – Scooter Mentaberry, Road Supervisor

1. Report on Road Department projects and activities. **(Discussion)**

Road Supervisor Scooter Mentaberry reported on the roads the crews finished grading, they responded with a grader and water truck to a few fires. The CDL training has continued and they have a guy scheduled to take his test. The crew has been busy getting the Fair Grounds ready for the upcoming events.

PUBLIC WORKS – Jeb Rowley, Public Works Director

1. Report on Public Works projects and activities. **(Discussion)**

Public Works Director Jeb Rowley reported he will begin hiring for the vacant road shop mechanic position, and the road crew has been covering at the landfill. They have been running updates on credit card readers at various locations and looking into other options that could be more convenient. The Courthouse painting project is scheduled to begin on September 1st. The jail assessment proposals are starting to come in, so there should be an update on that soon.

2. Discuss, approve or deny the quote from Westmark Trailers. Utilizing Sourcewell Purchasing Contract # 092922-CER to Purchase a 7000-Gallon Water Tanker, in an amount not to exceed $155,974.26, utilizing monies from capital outlay in the Road Fund (020-106-55010-000). **(For Possible Action)**

The Memorandum of Understanding with Nevada Golds Mines continues to fund the grader and water truck running on the JD Ranch Road, the purchase of a new 7000- Gallon water tanker would be included.

Commissioner Plaskett motioned to approve the quote from Westmark Trailers. Utilizing Sourcewell Purchasing Contract # 092922-CER to Purchase a 7000-Gallon Water Tanker, in an amount not to exceed $155,974.26, utilizing monies from capital outlay in the Road Fund (020-106-55010-000). Commissioner Schoenwald seconded the motion. The motion carried 3-0.

3. Discuss, approve or deny the quote from Peterbilt Truck Parts & Equipment, utilizing Sourcewell Purchasing Contract # 032824 to purchase a Peterbilt Truck Model 567, in an amount not to exceed $198,872.00 utilizing monies from capital outlay in the Road Fund (020-106-55010-000). **(For Possible Action)**

The Peterbilt Truck Model 567 is the truck for the water tanker.

Commissioner Schoewnald motioned to approve the quote from Peterbilt Truck Parts & Equipment, utilizing Sourcewell Purchasing Contract # 032824 to purchase a Peterbilt Truck Model 567, in an amount not to exceed $198,872.00 utilizing monies from capital outlay in the Road Fund (020-106-55010-000). Commissioner Plaskett seconded the motion. The motion carried 3-0.

NATURAL RESOURCES – Jake Tibbitts, Natural Resources Manager

1. Report on current and emerging natural resource issues affecting Eureka County. **(Discussion)**

Natural Resources Manager Jake Tibbitts reported the Callahan Complex horse gather was completed on July 26th and they gathered and removed 2,000 horses. The Board received the Record of Decision for the Mount Hope Project. The supplemental EIS for the Greenlink North project was issued on July 25th, the communities of Kingston and Austin will hold meetings to discuss the projects on the 12th and 19th of August. Manager Tibbitts attended the kickoff meeting for the Nevada Gold Rail project. The State Land Use Planning Advisory Council is meeting in Battle Mountain on August 5th. The County Advisory Board to Manage Wildlife will meet on the 10th and the Legislative Joint Interim Standing Committee on Natural Resources has a working session on the 12th.

CORRESPONDENCE

1. Review correspondence. **(Discussion)**

Nevada Division of Environmental Protection termination of IUC long term permit GU07RL, Nevada Division of Environmental Protection public notice of public hearing. Nevada Division of Environmental Protection notice of proposed action, Nevada Division of Environmental Protection notice of workshop, Nevada state director review of Record of Decision for the Mount Hope project. NACO Conference Early Bird Registration announcement, NACO virtual energy forum, NACO July 24 Newsletter, NACO board of directors July 2026 agenda packet. Poll for September 2026 IEC meeting date, August 3 Rodent Board agenda, Rec Board July 28 agenda.

2. Commissioner reports on **pertinent** correspondence or other matters. **(Discussion)**

Nothing was reported.

PUBLIC COMMENT

1. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comments may be limited to three (3) minutes per person. Public comment may be allowed on "Action" items, in addition to the two times specified on the agenda.* **(Discussion)**

Chairman McKay called for public comment in Eureka and Crescent Valley, hearing none he proceeded to the next item.

2. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings.* **(Discussion)**

Nothing considered.

ADJOURNMENT

1.	Adjournment of meeting.

Commissioner Schoenwald motioned to adjourn the meeting, Commissioner Plaskett seconded the motion. The motion carried 3-0.

The meeting adjourned at 11:56am.

Prepared and submitted by Deputy Clerk Recorder Katleyn Ziemann.
Approved this 1st day of September 2026 by the Board of Eureka County Commissioners.

_____
Chairman, Rich McKay

ATTEST: _____
Clerk Recorder Kathy Bowling

BOARD OF EUREKA COUNTY COMMISSIONERS

SEPTEMBER 15, 2026 MEETING MINUTES

STATE OF NEVADA)
:SS
COUNTY OF EUREKA)

CALL TO ORDER

1. Approval of the agenda notice with addition of any emergency item and/or deletion of any item. *Unless otherwise stated, items may be taken out of the order presented on the agenda, in the direction of the Chair.* **(For Possible Action)**
2. Pledge of Allegiance.

The Board of Eureka County Commissioners met pursuant to law on September 15, 2026. Present were Chairman Rich McKay, Vice Chair Marty Plaskett, Commissioner Mike Schoenwald, District Attorney Ted Beutel and Clerk Recorder Kathy Bowling. The meeting was called to order at 9:30 a.m. The interactive video conferencing system was connected between Crescent Valley and Eureka for the entire meeting.

Commissioner Plaskett motioned to approve the agenda with moving the Commissioner item #5 and the Northern Nevada OB/GYN items up to after the Comptroller items. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

The meeting began with the Pledge of Allegiance.

PUBLIC COMMENT

1. Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comments may be limited to three (3) minutes per person. Public comment may be allowed on "Action" items, in addition to the two times specified on the agenda.* **(Discussion)**

Chairman McKay called for public comment in both Eureka and Crescent Valley, Bobbie Sullivan, the program director for the Nevada EMS office wanted to give clarification on a public comment made at a previous commission meeting about the revocation of a permit to operate an ambulance service. Bobbie Sullivan reassured that there has been no discussion of revoking any permit to operate ambulance services in Eureka County. Ms. Sullivan referenced Nevada Administrative Code 450B-580 #7 that speaks to a "brownout" of an ambulance if a vehicle goes out of service, they recognize smaller departments struggle with 24/7 responses therefor they are not looking to shut anyone down.

2. Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings.* **(Discussion)**

Commissioner Schoenwald mentioned the Crescent Valley Emergency group will be coming before the board to request a fee waiver for the Community Center for an event held on October 10th.

APPROVAL OF MINUTES

1. Approval of the minutes of the September 1, 2026 Commission meeting. **(For Possible Action)**

Commissioner Plaskett motioned to approve the minutes from the September 1, 2026 Commission meeting. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

COUNTY COMPTROLLER – Kim Todd, Comptroller

1. Payment of expenditures. *Notice: Expenditures received after action has been taken under this Comptroller section may be presented and acted upon throughout the day.* **(For Possible Action)**

The board along with Assistant Comptroller DeeAnna Colby reviewed the meeting expenditures.

Commissioner Plaskett motioned to approve expenditures in the amount of $2,549,669.59 and passthroughs of $1,508.22 to the Nevada Department Taxation room tax, $1,443,452.63 to the Nevada State Controller School taxes, $11,591.88 to Nevada State Controller, $109,800.00 to Nevada Division of Minerals and $93.00 to the Washoe County Crime Lab. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

2. Review Fund Balance Report. **(Discussion)**

The board reviewed the current fund balance report.

COMMISSIONERS –

5. Discuss, approve or deny entering into a contractual agreement with P&C Recruiting HR for Human Resources support for Eureka County effective September 15, 2026, for an amount of $125/hour for up to 40 hours per work week and $62.50/hour for travel time fees. **(For Possible Action)**

Rhonda Zuraff, Global Vice President of Business Development and Marketing for P&C Recruiting HR explained they have been providing human resources services for the last 10 years. She explained Eureka County reached out to explore potential services in an effort to bring human

resources support to the county and its employees including interfacing with management teams, overseeing compliance matters, offering compensation and benefits support, handling investigations and ongoing employee relations. Public Works Director Jeb Rowley asked how P&C Recruiting HR will help navigate current recruitments that are in place on NeoGov and what the selection and onboarding process will look like. Rhonda Zuraff responded that they work with a variety of entities as a collaborative process and they will initiate services to understand how the county wishes for onboarding processes to continue. Rhonda Zuraff also mentioned they are already scheduling a trip to come to Eureka and meet with all the department heads to help avoid any delays.

Commissioner Plaskett motioned to approve entering into a contractual agreement with P&C Recruiting HR for Human Resources support for Eureka County effective September 15, 2026, for an amount of $125/hour for up to 40 hours per work week and $62.50/hour for travel time fees. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

NORTHERN NEVADA OB/GYN – Dr. Conrad Roberson

1. Present services that would be provided at the Eureka Medical Clinic. **(Discussion)**

Dr. Conrad Roberson is a board-certified OB-GYN specializing in women's health of all ages including delivering babies, he has been practicing in Northern Nevada for 13 years and he resides in Elko where his clinic is located. Dr. Roberson explained that many of his patients come from the Eureka area including Round Mountain, due to the long drive and bad winter weather his intent is to provide an outreach clinic to take care of those patients. He would provide outpatient services in the clinic while still doing any kind of surgeries at the hospital in Elko. Dr. Roberson would provide everything he would need to work in Eureka; he is just looking for an office space. The board discussed possible availability in the Eureka Clinic and a timeline Dr. Roberson is looking at.

2. Discuss, approve or deny entering into contract with Northern Nevada OB/GYN for FY2026-2027. **(For Possible Action)**

No action taken.

COMMISSIONERS-

1. Review and discuss the 4x10 midpoint employee survey results from MarketSharePR. **(Discussion)**

In January 2026 Eureka County started a 4x10 work week pilot program, at the 6-month midpoint mark a survey was sent to all employees to inquire about how the pilot is going. Kayla Scott with MarketSharePR summarized the results of the survey. 37 employees responded to the survey, 24 switched to a 4x10 schedule for the pilot and 13 already worked a 4x10 work schedule. 92% of the employees stated they prefer to stay on a 4x10, 95% rated their satisfaction a 4 or 5 out of 5, 89% say the schedule helps attract and keep employees, 67% of new switchers see coverage gaps never or rarely, 71% of new switchers say their productivity improved. Kayla Scott explained the results of survey were very typical for midway through the pilot as people are getting used to the new

schedule. The only challenge that was mentioned in the survey had to do with the day feeling longer.

2. Discuss, approve or deny authorizing funds designated for skilled nursing services to go towards care of a singular patient of Genesis Home Health Services; this would include two visits per week at $300 per visit for a total of $600.00 beginning August 24, 2026 for an amount not to exceed $4,800.00, to be re-evaluated in two months if the services are still required. **(For Possible Action)**

Commissioner Schoenwald motioned to approve the ratification authorizing funds designated for skilled nursing services to go towards care of a singular patient of Genesis Home Health Services; this would include two visits per week at $300 per visit for a total of $600.00 beginning August 24, 2026 for an amount not to exceed $4,800.00, to be re-evaluated in two months if the services are still required. Commissioner Plaskett seconded the motion. The motion carried 3-0.

3. Discuss and consider formal requests to Congressional Delegation and BLM for conveyance of targeted lands previously identified as available for disposal under provisions of the Federal Land Policy and Management Act (FLPMA) with intended uses of attainable housing, community growth and development, and associated necessary infrastructure. (**For Possible Action)**

Disposable lands are defined as land that is scattered and isolated and doesn't meet the BLM's general management purposes, the Federal Land Policy and Management Act (FLPMA) defines them as difficult or uneconomic to manage. Natural Resource Manager Tibbitts presented a map of the entire county and showed lands that the BLM has gone through and identified as suitable for disposal. The Governor's office has worked on targeting land that could be used for attainable housing and community development. The disposable land at the northern end of Eureka County is identified specifically for exchange land where the BLM could work with private landowners. The disposable land at the southern end of Eureka County is considered isolated and needed for community expansion, separated by short term and long-term parcels. Sending a formal request to Congressional Delegation and BLM for conveyance of targeted lands could be a great opportunity to expand the land on the edge of the town of Eureka for community growth.

Commissioner Schoenwald motioned to approve a formal request to Congressional Delegation and BLM for conveyance of targeted lands previously identified as available for disposal under provisions of the Federal Land Policy and Management Act (FLPMA). Commissioner Plaskett seconded the motion. The motion carried 3-0.

4. Discuss, approve or deny accepting Human Resources Director Cristina Lopez resignation effective September 17, 2026. **(For Possible Action)**

Commissioner Plaskett motioned to approve accepting the resignation from Human Resources Director Cristina Lopez effective September 17, 2026. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

5. Discuss, approve or deny entering into an initial five (5) month contract with Nevada Strategies, a Nevada LLC, to provide drafting, advisement, organization, and facilitation for an update of the Eureka County organizational structure, compensation structure, personnel code and policies. For an amount not to exceed $74,000.00 for Scope of Work Appendix A, and $24,000.00 for Scope of Work Appendix B, subject to additional time and materials the Board may approve at a later meeting. Effective September 15, 2026. *Note: if the parties wish to renew the contract for an additional five (5) month period, this matter must come before the Board for approval.* (**For Possible Action**)

Jim Barbee with Nevada Strategies was recently contracted to work on the master plan and organizational review, through that process he realized there were other needs that the county needed to address. Mr. Barbee will meet with department heads and elected officials and determine if job descriptions are currently accurate. Jim Barbee will perform a compensation study and ensure that positions in the County are identified at comparable ranges. Mr. Barbee will also review the current HR policies and check for alignment with state law, state required NRS and make recommendations to be elevated from the personnel policy into the County Code.

Commissioner Plaskett motioned to approve entering into an initial five (5) month contract with Nevada Strategies, a Nevada LLC, for an amount not to exceed $74,000.00 for Scope of Work Appendix A, and $24,000.00 for Scope of Work Appendix B, subject to additional time and materials the Board may approve at a later meeting. Effective September 15, 2026. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

6. Discuss, approve or deny renewing contract with William Bee Ririe for FY 2026-2027, for an amount not to exceed $666,874 with Eureka Clinic totaling $457,294 and Crescent Valley Clinic totaling $209,580. **(For Possible Action)**

The Board discussed working with EMS Director Nichole Cooley and the Crescent Valley Medical Services Advisory Committee on keeping track of the month-to-month staffing and patient count reports.

Commissioner Plaskett motioned to approve renewing with contract with William Bee Ririe for FY 2026-2027, for an amount not to exceed $666,874 with Eureka Clinic totaling $457,294 and Crescent Valley Clinic totaling $209,580. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

REHAB SERVICES – Demarah Gray, Owner

1. Report on services provided at the Eureka Medical Clinic. **(Discussion)**

Demarah Gray Owner of Rehab Services reported her company has been providing services to Eureka County for 20 years, they provide 2 days of therapy a week seeing 8 patients a day. They also provide home health services through Genesis. In November of 2025 they started performing pre-employment screening for Turner Mining. Ms. Gray explained that she is planning on selling her Eureka practice to the local therapist in Eureka, she suggested continuing the current contract until the end of the year than working a contract with the new owner.

2. Discuss, approve or deny renewing contract with Rehab Services for FY 2026-2027. **(For Possible Action)**

No action was taken.

FLIGHT AND AMBULANCE – INTERMOUNTAIN HEALTH – John Mittelman, EMS Clinical Operations Manager

1. Report on services provided to Eureka and Crescent Valley Emergency Services operations. **(Discussion)**

John Mittelman, EMS Clinical Operations Manager for Intermountain Health Flight and Ambulance reported covering Emergency Services in Eureka and Crescent Valley has been a smooth transition and they are looking forward to the new housing situation and getting out of the man camp. They are currently coming to Eureka County 12 days a month to help cover services as well as events and activities. The contract with Intermountain Health is not up until April, the board checked in with Mr. Mittelman to make sure they are still happy with how things are progressing.

2. Discuss, approve or deny renewing contract with Med Ex for FY2026-2027. **(For Possible Action)**

No action was taken.

VITALITY UNLIMITED – Marianne McKown, Outreach and Partnership Development Coordinator

1. Discuss, approve or deny Memorandum of Understanding between Eureka County and Vitality Unlimited to ensure access to quality behavioral health care and coordination of services to individuals in need of services throughout Eureka County. **(For Possible Action)**

Marianne McKown the Outreach and Partnership Development Coordinator with Vitality Unlimited presented to the board a Memorandum of Understanding that they will provide quality behavioral health care and coordination of services at no cost to the County. In September they increased their hours in Crescent Valley, they are now at the Town Hall Tuesday through Friday from 8:30am to 5pm. They are in the Raines Market parking lot in Eureka from 9:30am to 5pm twice a month.

SENIOR CENTERS - Linda Gordon, Senior Center Program Director

1. Report on activities at the Eureka Senior Center and Fannie Komp Senior Center. **(Discussion)**

Senior Center Program Director Linda Gordon reported they deposited $2,612 for the month of August, Eureka served 641 meals and Crescent Valley served 647 meals. 4-H beef was donated from Nevada Gold Mines, lamb was donated from Mount Wheeler Power and Nevada Gold Mines and goats were donated from Rocky Mountain Ag, the meat will be distributed to the seniors. Linda discussed the request to put security cameras in the Crescent Valley senior center due to incidents that have happened. The board discussed the request and asked for Public Works and IT to coordinate on quotes that can be brought to a future meeting.

The board took a 10-minute break.
Chairman McKay called the meeting back to order at 11:24am.

TOWN OF EUREKA AND SOUTHERN EUREKA COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT STRATEGY – Fred Steinmann, Director, University Center for Economic Development, UNR College of Business

1.	Receive presentation on, discuss and consider any response to new five-year Comprehensive Community and Economic Development Strategy for the Town of Eureka and Southern Eureka County. **(For Possible Action)**

Fred Steinmann, Director of University Center for Economic Development, UNR College of Business gave a presentation on the new five-year Comprehensive Community and Economic Development Strategy for the Town of Eureka and Southern Eureka County. The presentation addressed the shortage of attainable housing for new and future residents, business revitalization efforts and sustained economic development. Mr. Steinmann discussed enhancing access to healthcare and day care services as well as pursuing development and completion of needed emergency cervices enhancement. The key elements the Comprehensive Community and Economic development strategy covered were economic resiliency and contingency. Caroline McIntosh with UNR's Small Business Development Center commented on the services that Great Basin College can provide to the communities in Eureka County.

JUVENILE PROBATION – Steve Zimmerman, JPO

1.	Discuss, approve or deny out of state travel for Marilyn Strickland-Adams and Melissa Schweble to attend the Fall Substance Abuse Conference in St. George, UT on October 20-24, 2026. *Note: Registration, Hotel and Per Diems to be reimbursed from the Community Corrections Partnership Block Grant.* **(For Possible Action)**

Marilyn Strickland-Adams, the new staff member in the Juvenile Probation department, and Melissa Schweble, the Girls Circle Facilitator, their travel to St. George, Utah for the Fall Substance Abuse Conference will be reimbursed from the Community Corrections Partnership Block Grant.

Commissioner Plaskett motioned to approve out of state travel for Marilyn Strickland-Adams and Melissa Schweble to attend the Fall Substance Abuse Conference in St. George, UT on October 20-24, 2026. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

IT – Misty Rowley, CIO

1.	Discuss, approve or deny entering into a three-year Digital Solutions Agreement with GHD Digital for the Govstack Premium Compliance-First Digital Platform, including website hosting, licensing, support, document accessibility services, and related platform features, subject to final review and agreement on legal terms and conditions by the County District Attorney's Office. The subscription term will begin on the earlier of 30 days after execution of the Agreement or October 30, 2026. The current agreement will be extended through the subscription start date. Annual recurring subscription fees are $15,497.00 for Year 1, $19,592.85 for Year 2, and $23,118.64 for Year 3, for a total three-year subscription cost of $58,208.49. Authorize the CIO to execute the Agreement and related Order Form outside of the meeting, following completion of the legal review and final agreement on terms and conditions. Funds will be paid from monies budgeted for contract services, account 010-018-53010-058, in the Technology Support budget. **(For Possible Action)**

CIO Misty Rowley and Webmaster Michael Mears explained that the Digital Solutions Agreement will renew the current website services for the County website, and that the model changed slightly. Mr. Mears explained one of the big changes is that beginning in April 2028 all government websites have to be ADA compliant with following Web Content Accessibility Guidelines.

Commissioner Schoenwald motioned to approve entering into a three-year Digital Solutions Agreement with GHD Digital for the Govstack Premium Compliance-First Digital Platform, including website hosting, licensing, support, document accessibility services, and related platform features, subject to final review and agreement on legal terms and conditions by the County District Attorney's Office. The subscription term will begin on the earlier of 30 days after execution of the Agreement or October 30, 2026. The current agreement will be extended through the subscription start date. Annual recurring subscription fees are $15,497.00 for Year 1, $19,592.85 for Year 2, and $23,118.64 for Year 3, for a total three-year subscription cost of $58,208.49. Authorize CIO Rowley to execute the Agreement and related Order Form outside of the meeting, following completion of the legal review and final agreement on terms and conditions. Funds will be paid from monies budgeted for contract services, account 010-018-53010-058, in the Technology Support budget. Commissioner Plaskett seconded the motion. The motion carried 3-0.

The board took a lunch break.
Chairman McKay called the meeting back to order at 12:28pm.

AMBULANCE AND EMS – Nichole Cooley, EMS Director/Coordinator

1.	Report on EMS projects, activities and contract services. **(Discussion)**

EMS Director/Coordinator Nichole Cooley reported for the month of August they went on a total of 60 runs, Eureka had 40, Eureka MedEx had 2, Crescent Valley had 1 and Crescent Valley MedEx had 17 and they brought in $9,813. Dental visits were 0, Genesis Home Health had 13 patients, the Eureka clinic saw 320 patients and the Crescent Valley clinic saw 16 patients and Rehab Services had 87 patients. Director Cooley reported they have started their Aspire program again this year

and have 7 high school students signed up. EMS covered the Eureka Fair, the High School rodeo and attended National Night Out.

2. Discuss, approve or deny a three-year renewal for Medix Safe cloud subscription for an amount not to exceed $6,048.00, utilizing funds budgeted from capital outlay (010-054-55010-000). **(For Possible Action)**

Medix Safe cloud is the subscription for the PIN pad and card safes in the ambulances to store the narcotics, the software renewal will cover 3 years.

Commissioner Schoenwald motioned to approve a three-year renewal for Medix Safe cloud subscription for an amount not to exceed $6,048.00, utilizing funds budgeted from capital outlay (010-054-55010-000). Commissioner Plaskett seconded the motion. The motion carried 3-0.

SHERIFF - Miles Umina, Sheriff

1. Report on Sheriff's Office projects and activities. **(Discussion)**

Sheriff Miles Umina reported they have a student internship starting soon, the student has started working with dispatch. December 1st is the end date for the policy project his office has been working with Lexipol on, they have pushed out 160 policies so far with another 40 to go. On September 12th the Sheriff's Office assisted with the first annual Suicide Prevention and Hope Walk. Sheriff Umina reported his deputies will be busy covering the Wine Walk, Car Show and Homecoming. Sheriff Umina brought up a road closure request for the Wine Walk to happen on September 16th, the Board agreed to allow the road closure and have a ratification on the next agenda.

2. Discuss, approve or deny quote #28758/9 from Desert Hills Fire & Security Systems for an upgrade to the Eureka County Sheriff's Office Camera system for an amount not to exceed $21,835.00, utilizing funds budgeted from Capital Outlay (010-034-55010-000). **(For Possible Action)**

The upgrade to the Eureka County Sheriff's Office Camera system also includes moving the DVR's out of the NOC room to make more room for the AT&T equipment and move it all to the cloud/on-site storage systems.

Commissioner Plaskett motioned to approve quote #28758/9 from Desert Hills Fire & Security Systems for an upgrade to the Eureka County Sheriff's Office Camera system for an amount not to exceed $21,835.00, utilizing funds budgeted from Capital Outlay (010-034-55010-000). Commissioner Schoenwald seconded the motion. The motion carried 3-0.

PUBLIC WORKS – Jeb Rowley, Public Works Director

1. Update on Public Works projects and activities. **(Discussion)**

Public Works Director Jeb Rowley reported they have been working on HVAC issues and are looking at replacing a rooftop unit on the courthouse. Devils Gate GID 1 was chosen by NDEP for testing from the wells and individual residents. They are continuing to update the water conservation plan and running meter usage from well sites and metered customer connections. Director Rowley reported there are 749 metered connections, which is 108 more active connections than there were 3 years ago. The Crescent Valley Park renovations and exercise equipment installation is being reassessed for best location for the equipment, they are hoping that the equipment could be protected from weather if installed under the gazebo. The courthouse carpet project has started and companies have come out and measured and will be giving their quotes soon.

2. Discuss, approve or deny accepting a quote from Chuck Reinford in the amount of $2,950.00 to purchase and install an 8x10 overhead door at the Eureka Road Shop, utilizing funds budgeted from Capital Outlay in the Road Department fund (020-106-55010-000). **(For Possible Action)**

The 8x10 overhead door will enclose the new air compressor room that has been built at the Eureka Road Shop.

Commissioner Plaskett motioned to approve the quote from Chuck Reinford in the amount of $2,950.00 to purchase and install an 8x10 overhead door at the Eureka Road Shop, utilizing funds budgeted from Capital Outlay in the Road Department fund (020-106-55010-000). Commissioner Schoenwald seconded the motion. The motion carried 3-0.

3. Discuss, approve or deny out-of-state travel for two Public Works employees to attend Power Generation Training in Phoenix, Arizona, October 19–22, 2026. **(For Possible Action)**

Commissioner Plaskett motioned to approve out-of-state travel for two Public Works employees to attend Power Generation Training in Phoenix, Arizona, October 19–22, 2026. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

4. Discuss, approve or deny temporary increases to County credit card purchasing limits to cover September and October 2026 travel and training expenses, as follows: (a) David Jones, temporary limit increase to $2,500.00; and (b) Trent Gordon, temporary limit increase to $2,500.00. **(For Possible Action)**

Commissioner Schoenwald motioned to approve temporary increases to County credit card purchasing limits to cover September and October 2026 travel and training expenses, as follows: (a) David Jones, temporary limit increase to $2,500.00; and (b) Trent Gordon, temporary limit increase to $2,500.00. Commissioner Plaskett seconded the motion. The motion carried 3-0.

5. Discuss, approve or deny quote from Empire Cat in the amount of $66,667.00 for a backup generator at the Eureka County Medical Clinic under Source Well contract #092222-Cat, utilizing funds budgeted in (040-130-55010-000) Building Maintenance Capital Outlay Fund. **(For Possible Action)**

No action was taken.

NATURAL RESOURCES – Jake Tibbitts, Natural Resources Manager

1. Report on current and emerging natural resource issues affecting Eureka County. **(Discussion)**

Natural Resources Manager Jake Tibbitts reported the Conservation District and NRAC will have meetings on September 16th the County Advisory Board to Manage Wildlife will meet on the 17th and the following week Manager Tibbitts will travel to the NACO conference. On the 22nd the BLM will meet to discuss the Greater Sage Grouse Resource Management Plan implementation with counties. The Fallon Range Training Complex will meet and hold a community benefits agreement workshop the following week. Balanced Rock Power will be holding an open house at the Opera House on October 20th to discuss their solar project in Diamond Valley.

2. Discuss and consider commenting on US Forest Service proposed recission of the 2001 Roadless Area Conservation Rule. **(For Possible Action)**

Eureka County has been involved with the US Forest Service Roadless Area Conservation for the past 25 years and recently approved a letter for scoping on the proposed rule. NRAC will discuss the comments for the US Forest Service proposed recission of the 2001 Roadless Area Conservation Rule at their meeting on the 16th.

Commissioner Plaskett motioned to approve commenting on the US Forest Service proposed recission of the 2001 Roadless Area Conservation Rule and endorsing NRAC to make any adjustments at their meeting. Commissioner Schoenwald seconded the motion. The motion carried 3-0.

CORRESPONDENCE

1. Review correspondence. **(Discussion)**

Kindergarten Readiness Resource email regarding a free readiness program for 2027 Kindergarteners. Nevada Secretary of State Francisco Aguilar responds to court order blocking federal mail ballot requirements, Nevada Secretary of State summer newsletter the new Orion Launch. Secretary of State Francisco Aguilar announces a decrease in active registered voters in August 2026. 2026 County Government survey from Penn State. Center for public opinion survey from University of Illinois System Institute of Government and Public Affairs. Reminder for the September 9 Nevada Federal Resources and partnership forum. NDEP Response Second quarter 2026 Groundwater Monitoring Report for Sams Corner Store. NACO August 28, September 4 Newsletter, NACO Board meeting Summary August 2026, September 16 Eureka Conservation

District Agenda, September 16 NRAC Agenda, September 17 Eureka County Advisory Board to Manage Wildlife Agenda.

2.	Commissioner reports on pertinent correspondence or other matters. **(Discussion)**

Nothing reported.

PUBLIC COMMENT

1.	Public comment and discussion. *Notice: No action may be taken on a matter raised under this item until the matter has been specifically included on an agenda as an item upon which action will be taken. Public comments may be limited to three (3) minutes per person. Public comment may be allowed on "Action" items, in addition to the two times specified on the agenda.* **(Discussion)**

Chairman McKay called for public comment in both Eureka and Crescent Valley, David Meyers with JUB Engineers introduced himself to the Board, he is the aviation project manager for JUB.

2.	Consider items requiring action to be placed on the agenda for the next regular meeting. *Notice: The public is welcome to request agenda items for future meetings during the Public Comment period or may consult with one or more of the Board of Commissioners to request agenda items for future meetings.* **(Discussion)**

The Eureka representatives for the Boys and Girls Club reached out for a fee waiver to use the fairgrounds for the Poker Run on Saturday October 3rd, the item will go on the next agenda as a ratification. Clerk Recorder Kathy Bowling commented that the August 4th Commission minutes will be back on the next agenda for re-approval after requested edits.

ADJOURNMENT

1.	Adjournment of meeting.

Commissioner Plaskett motioned to adjourn the meeting, Commissioner Schoenwald seconded the motion. The motion carried 3-0.

Meeting adjourned at 1:46pm.

Prepared and submitted by Deputy Clerk Recorder Katelyn Ziemann.
Approved this 6th day of October 2026 by the Board of Eureka County Commissioners.

_____
Chairman, Rich McKay

ATTEST: _____
Clerk Recorder Kathy Bowling

Commissioner Approval Report

Eureka County, Nevada

By Fund

Payment Dates 9/16/2026 - 10/6/2026

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 010 - GENERAL FUND					
Department: 001 - COUNTY COMMISSIONERS					
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-001-53010-318	1.07
ALLISON MACKENZIE ET AL	114611	10/06/2026	1488-00023 Eureka Co/Groun...	010-001-53010-386	860.00
ALLISON MACKENZIE ET AL	114611	10/06/2026	1488-00076 Eureka CO/Supr...	010-001-53010-386	146.25
THE EUREKA COUNTY STAR	114735	10/06/2026	LEGAL ADVERTISING	010-001-53010-220	1,300.00
NEVADA CENTRAL MEDIA, LLC	114686	10/06/2026	LEGAL ADVERTISING	010-001-53010-220	360.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-001-52010-000	115.60
LUMOS & ASSOCIATES	114675	10/06/2026	Eu Co Subdivision Topographic..	010-001-55010-000	13,197.10
EUREKA COUNTY SENIOR CEN...	114641	10/06/2026	COMMISSIONER MEALS	010-001-53010-000	41.00
NEVADA STRATEGIES LLC	114688	10/06/2026	OCTOBER FEES	010-001-53010-058	19,600.00
				Department 001 - COUNTY COMMISSIONERS Total:	**35,621.02**
Department: 002 - TREASURER					
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-002-53010-318	2.34
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-002-53010-318	12.99
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-002-52010-000	115.60
QUILL CORPORATION	114711	10/06/2026	credit	010-002-53010-300	-40.79
QUILL CORPORATION	114711	10/06/2026	QUILL	010-002-53010-300	40.79
				Department 002 - TREASURER Total:	**130.93**
Department: 003 - RECORDER					
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-003-53010-318	20.10
AT&T MOBILITY	114617	10/06/2026	Phone	010-003-53010-360	34.74
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-003-52010-000	192.66
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	OFFICE WATER	010-003-53010-000	28.50
				Department 003 - RECORDER Total:	**276.00**
Department: 004 - ASSESSOR					
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-004-53010-318	0.78
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-004-53010-318	38.01
AT&T MOBILITY	114617	10/06/2026	Phone	010-004-53010-360	51.16
RECK, HAYLEY	114714	10/06/2026	Assessor Conference	010-004-53010-370	291.12
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-004-52010-000	154.13
MEARS, MICHAEL A	114680	10/06/2026	per diem for assessor confere...	010-004-53010-370	28.00
OFFICE PRODUCTS INC	114696	10/06/2026	KONICA CONTRACT	010-004-53010-242	27.68
NV DEPT OF TAXATION	114693	10/06/2026	Test fees	010-004-53010-370	25.00
CRIMM, MATTHEW	114634	10/06/2026	FALLON PER DIEM	010-004-53010-370	28.00
				Department 004 - ASSESSOR Total:	**643.88**
Department: 006 - HUMAN RESOURCES					
XEROX CORPORATION	114748	10/06/2026	Machine Maintenance	010-006-53010-242	26.56
AT&T MOBILITY	114617	10/06/2026	Phone	010-006-53010-360	51.16
WILLIAM BEE RIRIE HOSPITAL...	114745	10/06/2026	HR Drug Tests	010-006-53010-313	135.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-006-52010-000	38.53
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	HR - Water	010-006-53010-000	11.50
PRAY & COMPANY HR & BUSI...	114707	10/06/2026	Invoice #1: Week 1 & 2	010-006-51010-000	8,321.04
				Department 006 - HUMAN RESOURCES Total:	**8,583.79**
Department: 010 - ELECTION					
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-010-53010-318	37.70
SECRETARY OF STATE, ATTN: ...	114723	10/06/2026	SOFTWARE CONTRACT	010-010-53010-112	1,000.00
				Department 010 - ELECTION Total:	**1,037.70**
Department: 011 - COMPTROLLER					
AT&T MOBILITY	114617	10/06/2026	Phone	010-011-53010-360	37.74
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-011-52010-000	115.60
TODD, KIMBERLY	114738	10/06/2026	CFOA Conference	010-011-53010-370	542.84

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
COLBY, DEEANNA	114629	10/06/2026	CFOA Conference	010-011-53010-370	425.84
OVERSON, BETTY	114700	10/06/2026	CFOA Conference	010-011-53010-370	425.84
TYLER BUSINESS FORMS - THE...	114739	10/06/2026	Tax Forms	010-011-53010-300	182.64
TYLER BUSINESS FORMS - THE...	114739	10/06/2026	1099 Forms/Envelpoes	010-011-53010-000	495.56
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-Comptroller	010-011-53010-318	738.19
				Department 011 - COMPTROLLER Total:	**2,964.25**
Department: 012 - ANNUAL AUDIT & BUDGET					
EIDE BAILLY, LLP	114637	10/06/2026	FY26 Audit & Tech Fee	010-012-53010-165	3,150.00
				Department 012 - ANNUAL AUDIT & BUDGET Total:	**3,150.00**
Department: 015 - BUILDINGS & GROUNDS					
ULINE	114740	10/06/2026	supplies	010-015-53750-195	125.00
WELLS PROPANE	114742	10/06/2026	Propane - CV Ambulance Bay	010-015-53719-160	79.34
WELLS PROPANE	114742	10/06/2026	Propane - CV Justice Facility	010-015-53723-160	407.06
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	COURT HOUSE CONTRACT SE...	010-015-53710-058	24.83
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	CLINIC CONTRACT SERVICES	010-015-53718-058	60.81
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	OPERA HOUSE CONTRACT SE...	010-015-53740-058	15.96
HUNT & SONS, INC	114655	10/06/2026	HEATING FUEL	010-015-53740-160	309.72
CHARLES CHESTER PLUMBING...	114628	10/06/2026	MAINT/REPAIRS	010-015-53729-330	1,925.00
SUBURBAN PROPANE - ELY	114728	10/06/2026	propane	010-015-53729-160	123.52
SUBURBAN PROPANE - ELY	114728	10/06/2026	Propane-Airport	010-015-53707-160	626.55
SUBURBAN PROPANE - ELY	114728	10/06/2026	Tank Rent	010-015-53707-160	1.00
MT WHEELER POWER INC	114684	10/06/2026	11 N Main St-Caboose	010-015-53760-105	50.05
MT WHEELER POWER INC	114684	10/06/2026	31 S Main St	010-015-53740-105	1,234.84
MT WHEELER POWER INC	114684	10/06/2026	701 S Main St	010-015-53715-105	613.59
MT WHEELER POWER INC	114684	10/06/2026	Power	010-015-53773-105	41.09
MT WHEELER POWER INC	114684	10/06/2026	Clinic	010-015-53718-105	506.09
MT WHEELER POWER INC	114684	10/06/2026	Eureka Fire Station	010-015-53751-105	593.01
MT WHEELER POWER INC	114684	10/06/2026	DV Fire Station	010-015-53766-105	110.98
MT WHEELER POWER INC	114684	10/06/2026	Ambulance Bay	010-015-53769-105	217.54
MT WHEELER POWER INC	114684	10/06/2026	Sheriffs Office	010-015-53730-105	1,161.91
MT WHEELER POWER INC	114684	10/06/2026	Fairgrounds Lg Arena	010-015-53771-105	126.46
MT WHEELER POWER INC	114684	10/06/2026	Fairgrounds Horseshoe Pits	010-015-53771-105	188.36
MT WHEELER POWER INC	114684	10/06/2026	Senior Center	010-015-53729-105	733.28
MT WHEELER POWER INC	114684	10/06/2026	Library	010-015-53762-105	121.03
MT WHEELER POWER INC	114684	10/06/2026	Courthouse	010-015-53710-105	2,433.15
MT WHEELER POWER INC	114684	10/06/2026	Museum	010-015-53745-105	157.42
MT WHEELER POWER INC	114684	10/06/2026	Swimming Pool	010-015-53750-105	1,139.81
MT WHEELER POWER INC	114684	10/06/2026	Security Lights	010-015-53774-105	96.18
MT WHEELER POWER INC	114684	10/06/2026	Airport	010-015-53707-105	360.21
MT WHEELER POWER INC	114684	10/06/2026	Airport Security	010-015-53707-105	140.86
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	COURT HOUSE CONTRACT SE...	010-015-53710-058	24.83
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	CLINIC CONTRACT SERVICES	010-015-53718-058	60.81
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	CONTRACT SERVICES-ANNEX	010-015-53715-058	158.49
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	OPERA HOUSE CONTRACT SE...	010-015-53740-058	15.96
QUILL CORPORATION	114711	10/06/2026	SO Janitorial Supplies	010-015-53730-195	33.03
WESTERN NV SUPPLY CO	114744	10/06/2026	REPAIRS/MAINT	010-015-53760-330	517.81
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-015-52010-000	77.06
ALLIED FIRE PROTECTION, INC	114610	10/06/2026	MAINT/REPAIRS	010-015-53722-330	7,775.69
SUBURBAN PROPANE - ELY	114728	10/06/2026	Propane - DV Ambulance Bay	010-015-53766-160	198.38
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	COURT HOUSE CONTRACT SE...	010-015-53710-058	24.83
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	CLINIC CONTRACT SERVICES	010-015-53718-058	60.81
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	OPERA HOUSE CONTRACT SE...	010-015-53740-058	15.96
QUILL CORPORATION	114711	10/06/2026	CV ADMIN JANSUPP/PW OFF...	010-015-53722-195	416.86
QUILL CORPORATION	114711	10/06/2026	JANSUPP - PW/SO/OH/CH	010-015-53710-195	14.39
QUILL CORPORATION	114711	10/06/2026	JANSUPP - PW/SO/OH/CH	010-015-53715-195	14.39
QUILL CORPORATION	114711	10/06/2026	JANSUPP - PW/SO/OH/CH	010-015-53730-195	14.39
QUILL CORPORATION	114711	10/06/2026	JANSUPP - PW/SO/OH/CH	010-015-53740-195	14.39
SUBURBAN PROPANE - ELY	114728	10/06/2026	Propane-Diamond Valley Fire	010-015-53766-160	313.09
SUBURBAN PROPANE - ELY	114728	10/06/2026	Propane-Annex	010-015-53715-160	395.21
HIGH DESERT RTO	114651	10/06/2026	MAINT/REPAIRS	010-015-53750-330	125.00

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
REDI SERVICES LLC	114715	10/06/2026	CONTRACT SERVICE	010-015-53768-058	240.00
ALERTLINE COMMUNICATION...	114609	10/06/2026	ELEVATOR 911 MONITORING	010-015-53710-058	177.00
ALERTLINE COMMUNICATION...	114609	10/06/2026	ELEVATOR 911 MONITORING	010-015-53740-058	177.00
				Department 015 - BUILDINGS & GROUNDS Total:	**24,590.03**
Department: 016 - AIRPORT					
LUMOS & ASSOCIATES	114675	10/06/2026	Airport Valley Gutter & Pave...	010-016-53010-357	6,240.00
DBT TRANSPORTATION SERVI...	114635	10/06/2026	Quote Match	010-016-55010-000	5,000.00
DBT TRANSPORTATION SERVI...	114635	10/06/2026	CONTRACT SERVICES	010-016-53010-058	7,210.00
LUMOS & ASSOCIATES	114675	09/21/2026	Airport Valley Gutter & Pave...	010-016-53010-357	4,440.00
LUMOS & ASSOCIATES	114675	10/06/2026	Airport SRE Building & Lighted...	010-016-55010-000	6,165.00
				Department 016 - AIRPORT Total:	**29,055.00**
Department: 017 - NRAC COMMITTEE					
CONLEY, RUSSELL	114631	10/06/2026	Regular NRAC Meeting on 9/1...	010-017-53010-370	15.20
BLISS, CHAD D	114621	10/06/2026	Regular NRAC Meeting on 9/1...	010-017-53010-370	12.16
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-NRAC	010-017-53010-318	19.71
				Department 017 - NRAC COMMITTEE Total:	**47.07**
Department: 018 - TECHNOLOGY SUPPORT					
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	Supplies	010-018-53010-000	54.00
QUEST MEDIA & SUPPLIES INC	114709	10/06/2026	MS	010-018-53010-058	4,185.00
QUEST MEDIA & SUPPLIES INC	114709	10/06/2026	VOIP TELCO	010-018-53010-058	243.26
COMMNET WIRELESS	114630	10/06/2026	CV Townhall Broadband Sept26	010-018-53010-224	1,580.00
COMMNET WIRELESS	114630	10/06/2026	CV Medical Clinic Broadband ...	010-018-53010-224	393.75
AT&T MOBILITY	114617	10/06/2026	Phone	010-018-53010-224	99.55
AT&T MOBILITY	114617	10/06/2026	Phone	010-018-53010-360	469.97
GBIS HOLDINGS INC	114646	10/06/2026	yucca mountain website hosti...	010-018-53010-058	104.95
SIERRA NV CONSTRUCTION INC	114726	10/06/2026	Fiber	010-018-55010-203	56,962.28
IRONCLAD, INC	114658	10/06/2026	Contract Software Annual Ren...	010-018-53010-046	41,000.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-018-52010-000	115.60
CDW GOVERNMENT INC	114626	10/06/2026	SP LT	010-018-53010-000	2,253.44
LEGALENG CONSULTING GRO...	114670	10/06/2026	Contract Services	010-018-53010-058	1,733.33
LUMOS & ASSOCIATES	114675	10/06/2026	Phase 2c - CM Services	010-018-55010-203	4,391.42
CDW GOVERNMENT INC	114626	10/06/2026	SP LT	010-018-53010-000	2,279.98
SYBER NETWORKS LLC	114733	10/06/2026	MS & Datto	010-018-53010-058	6,575.00
SYBER NETWORKS LLC	114733	10/06/2026	Contract Services OS	010-018-53010-058	5,200.00
KANSAS CITY LIFE INSURANCE...	114663	10/06/2026	COBRA S. Talbot Life Only	010-018-52010-000	15.09
				Department 018 - TECHNOLOGY SUPPORT Total:	**127,656.62**
Department: 019 - PLANNING COMMISSION					
NEVADA STRATEGIES LLC	114688	10/06/2026	CONTRACT SERVICES	010-019-53010-000	10,000.00
				Department 019 - PLANNING COMMISSION Total:	**10,000.00**
Department: 020 - MISCELLANEOUS					
EQUIFAX WORKFORCE SOLUT...	114640	10/06/2026	Unemployment	010-020-52011-000	38.20
ANTHEM BCBS	114612	10/06/2026	COBRA I. Davila OCT Premium	010-020-53010-172	3,809.00
				Department 020 - MISCELLANEOUS Total:	**3,847.20**
Department: 022 - JUVENILE PROBATION					
REDWOOD TOXICOLOGY LAB...	114716	10/06/2026	Drug Screening	010-022-53010-000	37.74
M HARPER STUDIOS	114676	10/06/2026	Business Cards	010-022-53010-300	120.00
M HARPER STUDIOS	114676	10/06/2026	Business Cards	010-022-53010-300	120.00
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-022-53010-318	31.20
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-022-52010-000	77.06
ZIMMERMAN, STEVE	114749	10/06/2026	Transport to Vegas - Overnight..	010-022-53010-370	63.00
OFFICE PRODUCTS INC	114696	10/06/2026	Machine Maintenance	010-022-53010-098	24.00
OFFICE PRODUCTS INC	114696	10/06/2026	Machine Maintenance	010-022-53010-242	13.20
OFFICE PRODUCTS INC	114696	10/06/2026	Machine Maintenance	010-022-53010-359	24.00
ZIMMERMAN, STEVE	114749	10/06/2026	Parents Vs Kids Game Supplies..	010-022-53010-000	243.91
				Department 022 - JUVENILE PROBATION Total:	**754.11**
Department: 024 - DISTRICT ATTORNEY					
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	OFFICE WATER	010-024-53010-300	37.00
XEROX CORPORATION	114748	10/06/2026	Machine Maintenance	010-024-53010-242	34.87

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
BEUTEL, THEODORE	114620	10/06/2026	American Bar Association fees	010-024-53010-370	336.00
QUILL CORPORATION	114711	10/06/2026	OFFICE SUPPLIES	010-024-53010-300	86.52
QUILL CORPORATION	114711	10/06/2026	OFFICE SUPPLIES	010-024-53010-300	178.70
QUILL CORPORATION	114711	10/06/2026	Office Supplies	010-024-53010-300	433.79
AT&T MOBILITY	114617	10/06/2026	Phone	010-024-53010-360	40.07
PENNSYLVANIA DEPT OF TRA...	114703	10/06/2026	DMV records request	010-024-53010-176	47.00
BEUTEL, THEODORE	114620	10/06/2026	Travel to and from C.V for cou...	010-024-53010-370	222.68
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-024-52010-000	154.15
GREGORY INSURANCE AGENCY	114648	10/06/2026	NOTARY BOND	010-024-53010-370	112.50
MARQUIS AURBACH CHTD.	114677	10/06/2026	public records request	010-024-53010-058	25.00
BEUTEL, THEODORE	114620	10/06/2026	Travel to and from C.V for cou...	010-024-53010-370	203.68
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-District Attorney	010-024-53010-318	127.18
				Department 024 - DISTRICT ATTORNEY Total:	**2,039.14**
Department: 026 - DISTRICT COURT					
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-026-53010-318	26.74
NV DIV OF CHILD & FAMILY (Y...	114694	10/06/2026	China Spring Participation fee ...	010-026-53010-060	7,997.00
				Department 026 - DISTRICT COURT Total:	**8,023.74**
Department: 028 - JUSTICE COURT					
WRIGHT, GRACE	114747	10/06/2026	witness fee	010-028-53010-410	25.00
PARMLEY, CHAOS	114701	10/06/2026	witness fee	010-028-53010-410	25.00
OSMOTHERLY, HAYDN	114698	10/06/2026	witness fee	010-028-53010-410	25.00
OSMOTHERLY, MAKAYLAH	114699	10/06/2026	witness fee	010-028-53010-410	25.00
AT&T MOBILITY	114617	10/06/2026	Phone	010-028-53010-360	91.23
SERGIAN, MARC CHRISTOPHER	114724	10/06/2026	OVERPAYMENT REFUND 26CT...	010-028-36003-000	3.00
HALE, JESSICA	114649	10/06/2026	witness fee	010-028-53010-410	25.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-028-52010-000	154.13
GAUMOND, BENJAMIN C. ESQ.	114645	10/06/2026	BOND REFUND 26CT213	010-028-25007-000	75.00
PRUNTY, ALEXANDER CHASE	114708	10/06/2026	BAIL REFUND 26TR84	010-028-25007-000	285.00
RICE, TRINITY	114721	10/06/2026	BAIL REFUND 26CR26 (ZATZKE)	010-028-25007-000	2,750.00
RADKE, KEVIN HOWARD	114712	10/06/2026	OVERPAYMENT REFUND 26CT...	010-028-36003-000	5.00
FRELIN, STACI	114643	10/06/2026	BAIL REFUND 26TR86	010-028-25007-000	785.00
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-Justice Court	010-028-53010-318	107.54
ANTHEM BCBS	114612	10/06/2026	COBRA J. Flanagan OCT Premi...	010-028-52010-000	2,307.12
KANSAS CITY LIFE INSURANCE...	114663	10/06/2026	COBRA J. Flanagan Dental/Visi...	010-028-52010-000	123.36
				Department 028 - JUSTICE COURT Total:	**6,811.38**
Department: 034 - SHERIFF					
AT&T BOX 5025	114615	10/06/2026	ATT PHONE LINE	010-034-53010-360	698.16
XEROX CORPORATION	114748	10/06/2026	SO Main Copier	010-034-53010-242	38.19
EUREKA SUPPLY	114642	10/06/2026	Radar Trailer Equipment	010-034-53105-245	132.99
AT&T LONG DISTANCE	114616	10/06/2026	Long Distance	010-034-53010-360	203.57
XEROX CORPORATION	114748	10/06/2026	Civil Printer	010-034-53010-242	30.08
AT&T BOX 5025	114615	10/06/2026	Long Distance	010-034-53010-360	7,755.28
SHOAF, BRIAN	114725	10/06/2026	POST - PLI Training	010-034-53010-370	225.00
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	PV BBQ	010-034-53010-082	281.20
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	Water	010-034-53010-300	20.00
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-034-53010-318	1.56
AT&T MOBILITY	114617	10/06/2026	ATT Phones	010-034-53010-360	1,330.37
AT&T MOBILITY	114617	10/06/2026	Phone	010-034-53010-044	348.32
AT&T MOBILITY	114617	10/06/2026	Phone	010-034-53010-360	75.48
AT&T BOX 5001	114613	10/06/2026	911 Usag	010-034-53010-361	10.08
THOMAS, TYLER	114737	10/06/2026	DESERT SNOW - TRAINING	010-034-53010-370	302.00
PILOT THOMAS LOGISTICS, LLC..	114706	10/06/2026	Fuel Sheriff's Office	010-034-53105-130	1,003.52
LANDER COUNTY SHERIFF'S O...	114668	10/06/2026	Inmate Housing - Cedeno	010-034-53010-263	1,500.00
NV STATE GOVERNOR'S TECH...	114695	10/06/2026	RACK SPACE RENT	010-034-53010-044	1,236.04
ELKO COUNTY SHERIFFS OFFI...	114638	10/06/2026	INMATE MEDICATION	010-034-53010-263	299.10
iTOUCH BIOMETRICS, LLC	114660	10/06/2026	11/20/26 - 11/19/27 Contract	010-034-53010-058	8,910.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-034-52020-000	192.66
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-034-52022-000	269.72
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-034-52024-000	231.19

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-034-52026-000	346.79
LEHR	114671	10/06/2026	New Radios	010-034-53010-000	1,487.50
2862 COMMUNICATIONS LLC	114607	10/06/2026	SO KMC-72W Speaker Mic Noi...	010-034-53010-044	330.42
2862 COMMUNICATIONS LLC	114607	10/06/2026	SO Troubleshoot and Update	010-034-53010-044	624.80
THE RIDGE PLLC	114736	10/06/2026	Professional Services	010-034-53010-248	880.00
SHOAF, BRIAN	114725	10/06/2026	Per Diem - Mileage NAMI Awa...	010-034-53010-370	512.24
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	Office Water	010-034-53010-300	20.00
SUNDOWN LODGE	114729	10/06/2026	Shoaf Hotel Car Show Coverage	010-034-53010-370	67.28
ELKO COUNTY SHERIFFS OFFI...	114638	10/06/2026	Inmate Housing - Ellingson	010-034-53010-263	450.00
BURROFF AND ASSOCIATES, L...	114623	10/06/2026	Deputy Annual Wellness Visit	010-034-53010-248	800.00
BURROFF AND ASSOCIATES, L...	114623	10/06/2026	Deputy Annual Wellness Visit	010-034-53010-248	715.00
BURROFF AND ASSOCIATES, L...	114623	10/06/2026	Deputy Annual Wellness Visit	010-034-53010-248	715.00
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage- Sheriff's Office	010-034-53010-318	47.67
INTERNATIONAL ACADEMIES ...	114657	10/06/2026	IAED ED-Q Recertification	010-034-53010-370	110.00
				Department 034 - SHERIFF Total:	**32,201.21**
Department: 040 - EMERGENCY MNGMNT					
L N CURTIS AND SONS	114665	10/06/2026	DV Fire - FIRE/EMS EQUIP - E...	010-040-53010-120	922.32
L N CURTIS AND SONS	114665	10/06/2026	DV Fire - FIRE/EMS EQUIP - E...	010-040-53010-120	519.80
AT&T MOBILITY	114617	10/06/2026	Phone	010-040-53010-000	250.48
AT&T MOBILITY	114617	10/06/2026	Phone	010-040-53010-043	1,394.31
WILLIAM BEE RIRIE HOSPITAL...	114746	10/06/2026	FIRE & CDL PHYSICAL	010-040-53010-000	1,565.00
NV STATE GOVERNOR'S TECH...	114695	10/06/2026	RACK SPACE RENT	010-040-53010-058	1,236.06
WILLIAM BEE RIRIE HOSPITAL...	114745	10/06/2026	FIRE PHYSICAL	010-040-53010-000	295.00
L N CURTIS AND SONS	114665	10/06/2026	DV Fire PPE - WILDLAND	010-040-53010-320	194.21
SYBER NETWORKS LLC	114733	10/06/2026	CONTRACT SERVICES	010-040-53010-058	300.00
				Department 040 - EMERGENCY MNGMNT Total:	**6,677.18**
Department: 042 - PUBLIC WORKS					
XEROX CORPORATION	114748	10/06/2026	C8170H PW Machine Maint	010-042-53010-242	118.78
XEROX CORPORATION	114748	10/06/2026	C600ND PW Machine Maint	010-042-53010-242	124.37
QUILL CORPORATION	114711	10/06/2026	PW Office Supplies	010-042-53010-300	311.90
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	OFFICE SUPPLIES	010-042-53010-300	45.50
AT&T MOBILITY	114617	10/06/2026	Phone	010-042-53010-044	314.57
AT&T MOBILITY	114617	10/06/2026	Phone	010-042-53010-360	330.53
QUILL CORPORATION	114711	10/06/2026	PW Office Supplies	010-042-53010-300	103.57
QUILL CORPORATION	114711	10/06/2026	PW Office Supplies	010-042-53010-300	79.62
NV STATE GOVERNOR'S TECH...	114695	10/06/2026	RACK SPACE RENT	010-042-53010-058	1,236.06
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-042-52010-000	308.26
QUILL CORPORATION	114711	10/06/2026	CV ADMIN JANSUPP/PW OFF...	010-042-53010-300	14.82
REDI SERVICES LLC	114715	10/06/2026	contract services	010-042-53010-058	240.00
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-Public Works	010-042-53010-318	57.60
ANTHEM BCBS	114612	10/06/2026	COBRA L. Cantrell OCT Premi...	010-042-52010-000	945.90
KANSAS CITY LIFE INSURANCE...	114663	10/06/2026	COBRA L. Cantrell Dental/Visi...	010-042-52010-000	66.36
				Department 042 - PUBLIC WORKS Total:	**4,297.84**
Department: 052 - D & T CENTER					
REHAB SERVICES OF NEVADA	114717	10/06/2026	Rehab Services July 2026	010-052-53010-058	4,049.55
REHAB SERVICES OF NEVADA	114717	10/06/2026	Rehab Services Aug 2026	010-052-53010-058	3,149.65
				Department 052 - D & T CENTER Total:	**7,199.20**
Department: 054 - AMBULANCE					
MEDIXSAFE LLC	114681	10/06/2026	MedixSafe Bioconnect	010-054-55010-000	6,048.00
BUSSIAN, GRIFFIN	114624	10/06/2026	Training Material	010-054-53010-370	119.67
BUSSIAN, GRIFFIN	114624	10/06/2026	911 Call	010-054-53010-370	56.00
BUSSIAN, GRIFFIN	114624	10/06/2026	911 Call	010-054-53010-370	56.00
RUBY MOUNTAIN NATURAL S...	114722	10/06/2026	Water	010-054-53010-300	13.00
INTERMOUNTAIN MEDICAL T...	114656	10/06/2026	Ambulance Service	010-054-53010-356	150,000.00
NORCO	114689	10/06/2026	Oxygen Cylinders	010-054-53010-007	178.76
MCFLY MEDICAL LLC	114679	10/06/2026	DEA license fee	010-054-53010-356	210.00
AT&T MOBILITY	114617	10/06/2026	Phone	010-054-53010-044	298.00
AT&T MOBILITY	114617	10/06/2026	Phone	010-054-53010-360	334.79
LIFE ASSIST, INC	114672	10/06/2026	Ambulance Supplies	010-054-53010-007	724.37

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
PILOT THOMAS LOGISTICS, LLC..	114706	10/06/2026	Fuel EMS	010-054-53105-130	66.30
WILLIAM BEE RIRIE HOSPITAL...	114745	10/06/2026	EMS Drug Tests	010-054-53010-248	120.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-054-52010-000	192.66
LARRY H MILLER CHEVROLET	114669	10/06/2026	MAINT/REPAIRS	010-054-53105-245	83.60
JONES, BRENT	114662	10/06/2026	EMS Conference	010-054-53010-370	72.00
COOLEY, NICHOLE	114632	10/06/2026	EMS Conference	010-054-53010-370	1,232.00
NORCO	114689	10/06/2026	Oxygen Cylinders	010-054-53010-007	215.38
LIFE ASSIST, INC	114672	10/06/2026	Ambulance Supplies	010-054-53010-007	355.04
QUILL CORPORATION	114711	10/06/2026	Office supplies	010-054-53010-300	46.27
QUILL CORPORATION	114711	10/06/2026	Office Supplies	010-054-53010-300	78.79
LIFE ASSIST, INC	114672	10/06/2026	Ambulance Supplies	010-054-53010-007	1,337.00
COPEN, NILA	114633	10/06/2026	CV Rental	010-054-53010-356	800.00
MCFLY MEDICAL LLC	114679	10/06/2026	Medical Director	010-054-53010-356	500.00
				Department 054 - AMBULANCE Total:	**163,137.63**
Department: 070 - SWIM POOL					
ULINE	114740	10/06/2026	supplies	010-070-53010-000	1,067.39
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-070-52010-000	38.53
				Department 070 - SWIM POOL Total:	**1,105.92**
Department: 072 - SENIOR CENTER					
NV ASSN OF COUNTY HUMAN...	114691	10/06/2026	membership	010-072-53357-058	100.00
QUILL CORPORATION	114711	10/06/2026	supplies	010-072-53672-000	54.88
QUILL CORPORATION	114711	10/06/2026	supplies	010-072-53360-000	26.26
QUILL CORPORATION	114711	10/06/2026	supplies	010-072-53672-000	65.20
RESERVE ACCOUNT	114718	10/06/2026	AUG. 1-AUG. 31 2026 Postage	010-072-53876-275	159.18
AT&T MOBILITY	114617	10/06/2026	Phone	010-072-53360-360	51.16
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	supplies	010-072-53672-326	1,772.67
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	supplies	010-072-53672-000	310.75
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	supplies	010-072-53360-326	1,466.08
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-072-52032-000	115.60
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-072-52033-000	115.60
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	credit	010-072-53360-326	-37.95
OFFICE PRODUCTS INC	114696	10/06/2026	machine	010-072-53672-242	30.54
RESERVE ACCOUNT CV	114719	10/06/2026	Postage CV Senior Center	010-072-53360-242	230.10
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	supplies	010-072-53672-326	1,431.77
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	supplies	010-072-53672-000	330.57
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	supplies	010-072-53360-000	501.76
SYSCO INTERMOUNTAIN FOOD	114734	10/06/2026	supplies	010-072-53360-326	1,880.22
XEROX CORPORATION	114748	10/06/2026	machine	010-072-53360-242	14.53
				Department 072 - SENIOR CENTER Total:	**8,618.92**
Department: 073 - MUSEUM					
A5 RANCH	114608	10/06/2026	supplies	010-073-53010-259	290.00
				Department 073 - MUSEUM Total:	**290.00**
Department: 074 - PUBLIC PARKS					
MT WHEELER POWER INC	114684	10/06/2026	41 N Buel St Park #2	010-074-53010-105	82.94
MT WHEELER POWER INC	114684	10/06/2026	Parks	010-074-53010-105	86.93
MT WHEELER POWER INC	114684	10/06/2026	Ball Field	010-074-53010-105	43.20
MT WHEELER POWER INC	114684	10/06/2026	31 Tannehill Rd	010-074-53010-105	58.41
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broler Insurance Fee	010-074-52010-000	38.53
CENTRAL NEVADA HEALTH DI...	114627	10/06/2026	HEALTH PERMIT	010-074-53010-000	242.00
				Department 074 - PUBLIC PARKS Total:	**552.01**
Department: 086 - COUNTY OPERA HOUSE					
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	OPERA HOUSE CONVENTION ...	010-086-53010-062	109.97
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	OPERA HOUSE CONVENTION ...	010-086-53010-062	109.97
SWANK MOTION PICTURES, I...	114731	10/06/2026	OPERA HOUSE	010-086-53010-080	925.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-086-52010-000	38.53
VOGUE LINEN-UNIFORM RENT	114741	10/06/2026	OPERA HOUSE CONVENTION ...	010-086-53010-062	109.97
SURE STAY HOTEL BY BEST WE...	114730	10/06/2026	OPERA HOUSE	010-086-53010-080	838.55
				Department 086 - COUNTY OPERA HOUSE Total:	**2,131.99**

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Department: 088 - NATURAL RESOURCES					
QUICKSILVER CONTRACTING ...	114710	10/06/2026	PJ Treatments Roberts/Vinini ...	010-088-53010-058	15,000.00
QUICKSILVER CONTRACTING ...	114710	10/06/2026	PJ Treatments Roberts/Vinini ...	010-088-53010-875	20,000.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	010-088-52010-000	77.06
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-Soil Conservation	010-088-53010-318	1.48
				Department 088 - NATURAL RESOURCES Total:	**35,078.54**
				Fund 010 - GENERAL FUND Total:	**526,522.30**
Fund: 014 - RETIREE HLTH INS PREM FD					
Department: 101 - RETIREE HLTH INS PREM					
HOPPER, HEIDI	114653	10/06/2026	HRA Payment	014-101-53010-169	225.80
ANTHEM BCBS	114612	10/06/2026	Retiree Insurance	014-101-53010-169	11,327.72
GARNER, MAUREEN	114644	10/06/2026	Retiree HRA Payment	014-101-53010-169	107.71
ITHURRALDE, JAMES	114659	10/06/2026	Retiree HRA Payment	014-101-53010-169	586.85
MORRISON, CHERYL	114683	10/06/2026	HRA Retiree Premium	014-101-53010-169	367.05
AUCH, SHARON	114618	10/06/2026	Retiree HRA Payment	014-101-53010-169	375.54
CASTANEDA, MARYJO	114625	10/06/2026	Retiree HRA Payment	014-101-53010-169	481.20
LABARRY, KAREN	114666	10/06/2026	Retiree HRA Payment	014-101-53010-169	445.98
HARLAND, BRUCE	114650	10/06/2026	Retiree HRA Payment	014-101-53010-169	305.10
KINKADE, KATHLEEN	114664	10/06/2026	Retiree HRA Payment	014-101-53010-169	202.90
HUBBARD, JANINE	114654	10/06/2026	Retiree HRA Payment	014-101-53010-169	129.01
KANSAS CITY LIFE INSURANCE...	114663	10/06/2026	Retiree Dental	014-101-53010-169	1,837.89
KANSAS CITY LIFE INSURANCE...	114663	10/06/2026	Retiree Life	014-101-53010-169	392.41
KANSAS CITY LIFE INSURANCE...	114663	10/06/2026	Retiree Vision	014-101-53010-169	327.21
REBALEATI, MICHAEL	114713	10/06/2026	Retiree HRA Payment	014-101-53010-169	284.10
HODSON, RAYMOND	114652	10/06/2026	Retiree HRA Payment	014-101-53010-169	473.66
JEPPESEN, JERRY	114661	10/06/2026	Retiree HRA Payment	014-101-53010-169	435.97
LINK, MAXIMINA M	114673	10/06/2026	Retiree HRA Payment	014-101-53010-169	523.87
ANTHEM BCBS	114612	10/06/2026	Retiree Insurance	014-101-53010-172	12,984.75
				Department 101 - RETIREE HLTH INS PREM Total:	**31,814.72**
				Fund 014 - RETIREE HLTH INS PREM FD Total:	**31,814.72**
Fund: 020 - ROAD FUND					
Department: 104 - ROAD DEPT					
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	020-104-52010-000	616.51
				Department 104 - ROAD DEPT Total:	**616.51**
Department: 106 - ROAD DEPT					
PETERBILT TRUCK PARTS & E...	114704	10/06/2026	MAINT/REPAIRS	020-106-53105-330	239.16
EUREKA SUPPLY	114642	10/06/2026	ROAD DEPT REP/MAINT	020-106-53105-330	41.99
EUREKA SUPPLY	114642	10/06/2026	ROAD DEPT REP/MAINT	020-106-53105-330	-36.00
MCCANDLESS TRUCK CENTER ...	114678	10/06/2026	MAINT/REPAIRS	020-106-53105-330	136.60
EUREKA SUPPLY	114642	10/06/2026	ROAD DEPT REP/MAINT	020-106-53105-330	49.99
PILOT THOMAS LOGISTICS, LLC	114705	10/06/2026	FUEL	020-106-53105-130	44,165.99
GOLDEN WEST INDUSTRIES, I...	114647	10/06/2026	ROAD MAINT	020-106-53010-058	10,496.10
LARRY H MILLER CHEVROLET	114669	10/06/2026	MAINT/REPAIRS	020-106-53105-330	192.82
PETERBILT TRUCK PARTS & E...	114704	10/06/2026	MAINT/REPAIRS	020-106-53105-330	232.19
AT&T MOBILITY	114617	10/06/2026	Phone	020-106-53010-360	94.22
MT WHEELER POWER INC	114684	10/06/2026	Road Shop	020-106-53748-105	580.80
MT WHEELER POWER INC	114684	10/06/2026	Road Shop Plug In	020-106-53748-105	55.00
MT WHEELER POWER INC	114684	10/06/2026	900 Holly Rd	020-106-53748-105	40.00
PILOT THOMAS LOGISTICS, LLC..	114706	10/06/2026	Fuel Road Dept.	020-106-53105-130	286.56
WILLIAM BEE RIRIE HOSPITAL...	114746	10/06/2026	FIRE & CDL PHYSICAL	020-106-53010-000	300.00
WESTERN NV SUPPLY CO	114744	10/06/2026	maint/repairs	020-106-53748-330	250.80
EMPIRE SOUTHWEST, LLC	114639	10/06/2026	ADVANCED POWER SYSTEM T...	020-106-53010-370	2,495.00
GOLDEN WEST INDUSTRIES, I...	114647	10/06/2026	ROAD MAINT	020-106-53010-058	11,165.16
EMPIRE SOUTHWEST, LLC	114639	10/06/2026	MAINT/REPAIRS	020-106-53105-330	387.00
MCCANDLESS TRUCK CENTER ...	114678	10/06/2026	MAINT/REPAIRS	020-106-53105-330	132.92
NORTHERN TOOL & EQUIPME...	114690	10/06/2026	MAINT/REPAIRS	020-106-53105-330	413.99
BATH LUMBER	114619	10/06/2026	MAINT/REPAIRS	020-106-53748-330	177.75
BATH LUMBER	114619	10/06/2026	SUPPLIES	020-106-53010-000	992.21
MENTABERRY, MICHAEL	114682	10/06/2026	TRAVEL/TRAINING	020-106-53010-370	183.00

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
HUNT & SONS, INC	114655	10/06/2026	MAINT/REPAIRS	020-106-53105-330	1,315.05
HUNT & SONS, INC	114655	10/06/2026	MAINT/REPAIRS	020-106-53105-330	-1,099.45
PETERBILT TRUCK PARTS & E...	114704	10/06/2026	MAINT/REPAIRS	020-106-53105-330	-189.16
BATH LUMBER	114619	10/06/2026	MAINT/REPAIRS	020-106-53748-330	2,187.43
				Department 106 - ROAD DEPT Total:	**75,287.12**
				Fund 020 - ROAD FUND Total:	**75,903.63**
Fund: 025 - REG TRANSPORTATION COMM					
Department: 110 - R T C DEPT					
LUMOS & ASSOCIATES	114675	10/06/2026	Phase 2B Asbuilt	025-110-55010-000	1,065.00
SIERRA NV CONSTRUCTION INC	114726	10/06/2026	Eureka Road & Utility Phase 2...	025-110-55010-000	904,387.89
LUMOS & ASSOCIATES	114675	10/06/2026	Phase 2c - CM Services	025-110-55010-357	48,305.57
				Department 110 - R T C DEPT Total:	**953,758.46**
				Fund 025 - REG TRANSPORTATION COMM Total:	**953,758.46**
Fund: 035 - AGRICULTURAL DIST #15					
Department: 125 - FAIR BOARD DEPT.					
XEROX CORPORATION	114748	10/06/2026	026219333	035-125-53010-823	331.58
				Department 125 - FAIR BOARD DEPT. Total:	**331.58**
				Fund 035 - AGRICULTURAL DIST #15 Total:	**331.58**
Fund: 040 - BLDG OPER&MAINT RES FUND					
Department: 130 - BUILDING RESERVE DEPT					
SNYDER MECHANICAL	114727	10/06/2026	MAINT/REPAIRS	040-130-55010-000	8,236.50
SNYDER MECHANICAL	114727	10/06/2026	MAINT/REPAIRS	040-130-55010-000	2,872.50
				Department 130 - BUILDING RESERVE DEPT Total:	**11,109.00**
				Fund 040 - BLDG OPER&MAINT RES FUND Total:	**11,109.00**
Fund: 044 - TOWN OF EUREKA FUND					
Department: 151 - EUREKA TOWN FIRE					
L N CURTIS AND SONS	114665	10/06/2026	DV Fire PPE	044-151-53010-320	176.04
L N CURTIS AND SONS	114665	10/06/2026	CV Fire - Fire/EMS Equip	044-151-53010-320	225.67
				Department 151 - EUREKA TOWN FIRE Total:	**401.71**
Department: 162 - STREET LIGHTING					
MT WHEELER POWER INC	114684	10/06/2026	Buel & Clark St Light	044-162-53010-105	30.22
MT WHEELER POWER INC	114684	10/06/2026	Main & Mineral St Light	044-162-53010-105	33.29
MT WHEELER POWER INC	114684	10/06/2026	Monroe & Mineral St Light	044-162-53010-105	31.29
MT WHEELER POWER INC	114684	10/06/2026	Security Lights	044-162-53010-105	625.00
MT WHEELER POWER INC	114684	10/06/2026	Street Lights	044-162-53010-105	60.00
MT WHEELER POWER INC	114684	10/06/2026	Street Lights	044-162-53010-105	4.00
MT WHEELER POWER INC	114684	10/06/2026	Clark & Monroe St Light	044-162-53010-105	33.82
MT WHEELER POWER INC	114684	10/06/2026	Hwy 50 Roadside Rest St Light	044-162-53010-105	8.00
				Department 162 - STREET LIGHTING Total:	**825.62**
				Fund 044 - TOWN OF EUREKA FUND Total:	**1,227.33**
Fund: 045 - EUREKA WTR/SWR UTLTY FD					
Department: 177 - EUREKA WATER DEPT					
SIERRA NV CONSTRUCTION INC	114726	10/06/2026	Phase 2C Road & Utility - Wat...	045-177-55010-000	52,003.43
MT WHEELER POWER INC	114684	10/06/2026	DV Well 2 Hogpen	045-177-53010-105	903.07
MT WHEELER POWER INC	114684	10/06/2026	DV Well 1	045-177-53010-105	3,795.63
MT WHEELER POWER INC	114684	10/06/2026	Water Tower	045-177-53010-105	58.23
MT WHEELER POWER INC	114684	10/06/2026	11th St Well	045-177-53010-105	117.03
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	045-177-52010-000	38.53
EMPIRE SOUTHWEST, LLC	114639	10/06/2026	ADVANCED POWER SYSTEM T...	045-177-53010-370	2,495.00
LUMOS & ASSOCIATES	114675	10/06/2026	Phase 2c - CM Services	045-177-55010-357	17,565.67
BUNDY, LYNN	114622	10/06/2026	TRAVEL/TRAINING	045-177-53010-370	183.00
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-Eureka Water	045-177-53010-318	572.09
				Department 177 - EUREKA WATER DEPT Total:	**77,731.68**
Department: 178 - EUREKA SEWER DEPT					
SIERRA NV CONSTRUCTION INC	114726	10/06/2026	Phase 2C Road & Utility - Sew...	045-178-55010-000	52,003.43
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	045-178-52010-000	38.53

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
LUMOS & ASSOCIATES	114675	10/06/2026	Phase 2c - CM Services	045-178-55010-357	17,565.67
				Department 178 - EUREKA SEWER DEPT Total:	**69,607.63**
				Fund 045 - EUREKA WTR/SWR UTLTY FD Total:	**147,339.31**
Fund: 046 - CRESCENT VALLEY TOWN					
Department: 190 - CV TOWN BOARD					
RESERVE ACCOUNT CV	114719	10/06/2026	Postage Advisory Board	046-190-53010-318	40.56
				Department 190 - CV TOWN BOARD Total:	**40.56**
Department: 194 - FIRE DEPT					
L N CURTIS AND SONS	114665	10/06/2026	CV FIRE - PPE	046-194-53010-320	332.77
				Department 194 - FIRE DEPT Total:	**332.77**
				Fund 046 - CRESCENT VALLEY TOWN Total:	**373.33**
Fund: 048 - CV WATER UTILITY FUND					
Department: 209 - CV WATER DEPT					
WESTERN ENVIRONMENTAL T...	114743	10/06/2026	WATER TESTING	048-209-53010-405	1,034.56
WESTERN ENVIRONMENTAL T...	114743	10/06/2026	WATER TESTING	048-209-53010-405	87.12
WESTERN NV SUPPLY CO	114744	10/06/2026	SUPPLIES	048-209-53010-000	156.99
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	048-209-52010-000	77.06
WESTERN ENVIRONMENTAL T...	114743	10/06/2026	WATER TESTING	048-209-53010-405	138.08
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-Crescent Valley Water	048-209-53010-318	314.34
NV BUREAU OF SAFE DRINKIN...	114692	10/06/2026	WATER DISTRIBUTION	048-209-53010-405	50.00
				Department 209 - CV WATER DEPT Total:	**1,858.15**
				Fund 048 - CV WATER UTILITY FUND Total:	**1,858.15**
Fund: 050 - EUREKA CO TV DISTRICT					
Department: 214 - TANK HILL					
MT WHEELER POWER INC	114684	10/06/2026	Tank Hill	050-214-53010-105	336.96
				Department 214 - TANK HILL Total:	**336.96**
Department: 216 - PROSPECT PEAK					
MT WHEELER POWER INC	114684	10/06/2026	Prospect Peak	050-216-53010-105	563.01
SWITCH, LTD	114732	10/06/2026	Fiber Connection	050-216-53010-058	1,456.00
				Department 216 - PROSPECT PEAK Total:	**2,019.01**
Department: 217 - ARGENTA RIDGE					
AT&T BOX 5019	114614	10/06/2026	Fiber Connection	050-217-53010-058	1,094.46
LANDER CO TREASURER	114667	10/06/2026	Communication Equipment S...	050-217-53010-058	250.00
				Department 217 - ARGENTA RIDGE Total:	**1,344.46**
				Fund 050 - EUREKA CO TV DISTRICT Total:	**3,700.43**
Fund: 060 - DIAMOND VALLEY WEED DIST					
Department: 218 - WEED DIST DEPT					
AT&T MOBILITY	114617	10/06/2026	Phone	060-218-53010-360	46.11
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	060-218-52010-000	38.53
				Department 218 - WEED DIST DEPT Total:	**84.64**
				Fund 060 - DIAMOND VALLEY WEED DIST Total:	**84.64**
Fund: 100 - RECREATION FUND					
Department: 236 - RECREATION DEPT					
NEVADA OUTDOORSMEN IN ...	114687	10/06/2026	Assist with Handicap Hunting	100-236-53010-085	3,500.00
				Department 236 - RECREATION DEPT Total:	**3,500.00**
				Fund 100 - RECREATION FUND Total:	**3,500.00**
Fund: 120 - DEVIL'S GATE WATER DIST					
Department: 245 - DEVIL'S GATE WATER DEPT					
MT WHEELER POWER INC	114684	10/06/2026	US 50 & 278 Water Tank	120-245-53010-105	874.53
MT WHEELER POWER INC	114684	10/06/2026	DV Pump 1	120-245-53010-105	40.35
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	120-245-52010-000	38.53
RESERVE ACCOUNT ANNEX	114720	10/06/2026	Postage-Devil's Gate Water	120-245-53010-318	234.00
				Department 245 - DEVIL'S GATE WATER DEPT Total:	**1,187.41**
				Fund 120 - DEVIL'S GATE WATER DIST Total:	**1,187.41**

Vendor Name	Payment Number	Post Date	Description (Item)	Account Number	Amount
Fund: 125 - WATER MITIGATION FUND					
Department: 247 - WATER MITIGATION DEPT					
LUMOS & ASSOCIATES	114675	10/06/2026	Parcel Map Waiver	125-247-55010-745	700.00
LUMOS & ASSOCIATES	114675	10/06/2026	Parcel Map Waiver	125-247-55010-745	9,300.00
LUMOS & ASSOCIATES	114675	10/06/2026	Kobeh Valley Well Project Ad...	125-247-55010-745	30,483.63
PARSONS DRILLING INC	114702	10/06/2026	CAPITOL OUTLAY	125-247-55010-745	305,000.00
				Department 247 - WATER MITIGATION DEPT Total:	**345,483.63**
				Fund 125 - WATER MITIGATION FUND Total:	**345,483.63**
Fund: 155 - RANGE IMPROVEMENT DIST 6					
Department: 252 - R I D #6					
ECHEVARRIA, MARTY ANN	114636	10/06/2026	N-6 Grazing Secretary JUL26-S...	155-252-53010-000	1,500.00
				Department 252 - R I D #6 Total:	**1,500.00**
				Fund 155 - RANGE IMPROVEMENT DIST 6 Total:	**1,500.00**
Fund: 190 - LANDFILL FUND					
Department: 273 - LANDFILL PROJECT					
WILLIAM BEE RIRIE HOSPITAL...	114745	10/06/2026	CDL	190-273-53010-000	100.00
LP INSURANCE SERVICES LLC	114674	10/06/2026	Broker Insurance Fee	190-273-52010-000	77.06
LUMOS & ASSOCIATES	114675	10/06/2026	2027 Solid Waste Managment...	190-273-55010-000	5,250.00
OLCESE WASTE SERVICES	114697	10/06/2026	TRASH HAULING	190-273-53010-058	2,893.66
REDI SERVICES LLC	114715	10/06/2026	CONTRACT SERVICES	190-273-53010-058	240.00
ANTHEM BCBS	114612	10/06/2026	COBRA V. Delbuono OCT Prem...	190-273-52010-000	1,260.72
KANSAS CITY LIFE INSURANCE...	114663	10/06/2026	COBRA V. Delbuono Dental/Vi...	190-273-52010-000	66.36
				Department 273 - LANDFILL PROJECT Total:	**9,887.80**
				Fund 190 - LANDFILL FUND Total:	**9,887.80**
				Grand Total:	**2,115,581.72**

Report Summary

Fund Summary

Fund	Payment Amount
010 - GENERAL FUND	526,522.30
014 - RETIREE HLTH INS PREM FD	31,814.72
020 - ROAD FUND	75,903.63
025 - REG TRANSPORTATION COMM	953,758.46
035 - AGRICULTURAL DIST #15	331.58
040 - BLDG OPER&MAINT RES FUND	11,109.00
044 - TOWN OF EUREKA FUND	1,227.33
045 - EUREKA WTR/SWR UTLTY FD	147,339.31
046 - CRESCENT VALLEY TOWN	373.33
048 - CV WATER UTILITY FUND	1,858.15
050 - EUREKA CO TV DISTRICT	3,700.43
060 - DIAMOND VALLEY WEED DIST	84.64
100 - RECREATION FUND	3,500.00
120 - DEVIL'S GATE WATER DIST	1,187.41
125 - WATER MITIGATION FUND	345,483.63
155 - RANGE IMPROVEMENT DIST 6	1,500.00
190 - LANDFILL FUND	9,887.80
Grand Total:	**2,115,581.72**

Account Summary

Account Number	Account Name	Payment Amount
010-001-52010-000	EMPLOYEES BENEFITS	115.60
010-001-53010-000	SERVICES AND SUPPLIES	41.00
010-001-53010-058	CONTRACT SERVICES	19,600.00
010-001-53010-220	LEGAL ADVERTISING	1,660.00
010-001-53010-318	POSTAGE	1.07
010-001-53010-386	WATER LEGAL FEES	1,006.25
010-001-55010-000	CAPITAL OUTLAY	13,197.10
010-002-52010-000	EMPLOYEES BENEFITS	115.60
010-002-53010-300	OFFICE SUPPLIES	0.00
010-002-53010-318	POSTAGE	15.33
010-003-52010-000	EMPLOYEES BENEFITS	192.66
010-003-53010-000	SERVICES AND SUPPLIES	28.50
010-003-53010-318	POSTAGE	20.10
010-003-53010-360	TELEPHONE/FAX	34.74
010-004-52010-000	EMPLOYEES BENEFITS	154.13
010-004-53010-242	MACHINE MAINTENANCE	27.68
010-004-53010-318	POSTAGE	38.79
010-004-53010-360	TELEPHONE/FAX	51.16
010-004-53010-370	TRAVEL/TRAINING	372.12
010-006-51010-000	SALARIES AND WAGES	8,321.04
010-006-52010-000	EMPLOYEES BENEFITS	38.53
010-006-53010-000	SERVICES AND SUPPLIES	11.50
010-006-53010-242	MACHINE MAINTENANCE	26.56
010-006-53010-313	PERSONNEL SUPPORT	135.00
010-006-53010-360	TELEPHONE/FAX	51.16
010-010-53010-112	DATA SOFTWARE CONT…	1,000.00
010-010-53010-318	POSTAGE	37.70
010-011-52010-000	EMPLOYEES BENEFITS	115.60
010-011-53010-000	SERVICES AND SUPPLIES	495.56
010-011-53010-300	OFFICE SUPPLIES	182.64
010-011-53010-318	POSTAGE	738.19
010-011-53010-360	TELEPHONE/FAX	37.74
010-011-53010-370	TRAVEL/TRAINING	1,394.52
010-012-53010-165	INDEPENDENT AUDITORS	3,150.00
010-015-52010-000	EMPLOYEES BENEFITS	77.06
010-015-53707-105	ELECTRICITY	501.07

Account Summary

Account Number	Account Name	Payment Amount
010-015-53707-160	HEATING FUEL/PROPANE	627.55
010-015-53710-058	CONTRACT SERVICES	251.49
010-015-53710-105	ELECTRICITY	2,433.15
010-015-53710-195	JANITORIAL SUPPLIES	14.39
010-015-53715-058	CONTRACT SERVICES	158.49
010-015-53715-105	ELECTRICITY	613.59
010-015-53715-160	HEATING FUEL/PROPANE	395.21
010-015-53715-195	JANITORIAL SUPPLIES	14.39
010-015-53718-058	CONTRACT SERVICES	182.43
010-015-53718-105	ELECTRICITY	506.09
010-015-53719-160	HEATING FUEL/PROPANE	79.34
010-015-53722-195	JANITORIAL SUPPLIES	416.86
010-015-53722-330	REPAIRS/MAINT	7,775.69
010-015-53723-160	HEATING FUEL/PROPANE	407.06
010-015-53729-105	ELECTRICITY	733.28
010-015-53729-160	HEATING FUEL/PROPANE	123.52
010-015-53729-330	REPAIRS/MAINT	1,925.00
010-015-53730-105	ELECTRICITY	1,161.91
010-015-53730-195	JANITORIAL SUPPLIES	47.42
010-015-53740-058	CONTRACT SERVICES	224.88
010-015-53740-105	ELECTRICITY	1,234.84
010-015-53740-160	HEATING FUEL/PROPANE	309.72
010-015-53740-195	JANITORIAL SUPPLIES	14.39
010-015-53745-105	ELECTRICITY	157.42
010-015-53750-105	ELECTRICITY	1,139.81
010-015-53750-195	JANITORIAL SUPPLIES	125.00
010-015-53750-330	REPAIRS/MAINT	125.00
010-015-53751-105	ELECTRICITY	593.01
010-015-53760-105	ELECTRICITY	50.05
010-015-53760-330	REPAIRS/MAINT	517.81
010-015-53762-105	ELECTRICITY	121.03
010-015-53766-105	ELECTRICITY	110.98
010-015-53766-160	HEATING FUEL/PROPANE	511.47
010-015-53768-058	CONTRACT SERVICES	240.00
010-015-53769-105	ELECTRICITY	217.54
010-015-53771-105	ELECTRICITY	314.82
010-015-53773-105	ELECTRICITY	41.09
010-015-53774-105	ELECTRICITY	96.18
010-016-53010-058	CONTRACT SERVICES	7,210.00
010-016-53010-357	SURVEYING/ENGINEERI…	10,680.00
010-016-55010-000	CAPITAL OUTLAY	11,165.00
010-017-53010-318	POSTAGE	19.71
010-017-53010-370	TRAVEL/TRAINING	27.36
010-018-52010-000	EMPLOYEES BENEFITS	130.69
010-018-53010-000	SERVICES AND SUPPLIES	4,587.42
010-018-53010-046	COMPUTER SOFTWARE	41,000.00
010-018-53010-058	CONTRACT SERVICES	18,041.54
010-018-53010-224	CIRCUIT/BROADBAND	2,073.30
010-018-53010-360	TELEPHONE/FAX	469.97
010-018-55010-203	CAPITAL OUTLAY FIBER …	61,353.70
010-019-53010-000	SERVICES AND SUPPLIES	10,000.00
010-020-52011-000	UNEMPLOYMENT PAYM…	38.20
010-020-53010-172	INSURANCE LOSS DEDU…	3,809.00
010-022-52010-000	EMPLOYEES BENEFITS	77.06
010-022-53010-000	SERVICES AND SUPPLIES	281.65
010-022-53010-098	PACE COALITION	24.00
010-022-53010-242	MACHINE MAINTENANCE	13.20
010-022-53010-300	OFFICE SUPPLIES	240.00

Account Summary

Account Number	Account Name	Payment Amount
010-022-53010-318	POSTAGE	31.20
010-022-53010-359	MEDICAID ROOM/BRD …	24.00
010-022-53010-370	TRAVEL/TRAINING	63.00
010-024-52010-000	EMPLOYEES BENEFITS	154.15
010-024-53010-058	CONTRACT SERVICES	25.00
010-024-53010-176	INVESTIGATIONS	47.00
010-024-53010-242	MACHINE MAINTENANCE	34.87
010-024-53010-300	OFFICE SUPPLIES	736.01
010-024-53010-318	POSTAGE	127.18
010-024-53010-360	TELEPHONE/FAX	40.07
010-024-53010-370	TRAVEL/TRAINING	874.86
010-026-53010-060	CHILD PROT SERV ASSE…	7,997.00
010-026-53010-318	POSTAGE	26.74
010-028-25007-000	EUREKA JC BAIL HOLDING	3,895.00
010-028-36003-000	REFUNDS	8.00
010-028-52010-000	EMPLOYEES BENEFITS	2,584.61
010-028-53010-318	POSTAGE	107.54
010-028-53010-360	TELEPHONE/FAX	91.23
010-028-53010-410	WITNESS FEES	125.00
010-034-52020-000	EMP BENEFITS/SHERIFF …	192.66
010-034-52022-000	EMP BENEFITS/SHERIFF …	269.72
010-034-52024-000	EMP BENEFITS/SHERIFF …	231.19
010-034-52026-000	EMP BENEFITS/SHERIFF …	346.79
010-034-53010-000	SERVICES AND SUPPLIES	1,487.50
010-034-53010-044	COMMUNICATION SUP/…	2,539.58
010-034-53010-058	CONTRACT SERVICES	8,910.00
010-034-53010-082	PUBLIC RELATIONS	281.20
010-034-53010-242	MACHINE MAINTENANCE	68.27
010-034-53010-248	MEDICAL	3,110.00
010-034-53010-263	JAIL SERVICES	2,249.10
010-034-53010-300	OFFICE SUPPLIES	40.00
010-034-53010-318	POSTAGE	49.23
010-034-53010-360	TELEPHONE/FAX	10,062.86
010-034-53010-361	911 LINE CHARGES	10.08
010-034-53010-370	TRAVEL/TRAINING	1,216.52
010-034-53105-130	FUEL	1,003.52
010-034-53105-245	VEHICLE MAINTENANCE	132.99
010-040-53010-000	SERVICES AND SUPPLIES	2,110.48
010-040-53010-043	PUSH-TO-TALK SUBSCRI…	1,394.31
010-040-53010-058	CONTRACT SERVICES	1,536.06
010-040-53010-120	FIRE/EMS EQUIPMENT	1,442.12
010-040-53010-320	PROTECTIVE CLOTHING	194.21
010-042-52010-000	EMPLOYEES BENEFITS	1,320.52
010-042-53010-044	COMMUNICATION SUP/…	314.57
010-042-53010-058	CONTRACT SERVICES	1,476.06
010-042-53010-242	MACHINE MAINTENANCE	243.15
010-042-53010-300	OFFICE SUPPLIES	555.41
010-042-53010-318	POSTAGE	57.60
010-042-53010-360	TELEPHONE/FAX	330.53
010-052-53010-058	CONTRACT SERVICES	7,199.20
010-054-52010-000	EMPLOYEES BENEFITS	192.66
010-054-53010-007	AMBULANCE SUPPLIES	2,810.55
010-054-53010-044	COMMUNICATION SUP/…	298.00
010-054-53010-248	MEDICAL	120.00
010-054-53010-300	OFFICE SUPPLIES	138.06
010-054-53010-356	SERVICE CONTRACTS	151,510.00
010-054-53010-360	TELEPHONE/FAX	334.79
010-054-53010-370	TRAVEL/TRAINING	1,535.67

Account Summary

Account Number	Account Name	Payment Amount
010-054-53105-130	FUEL	66.30
010-054-53105-245	VEHICLE MAINTENANCE	83.60
010-054-55010-000	CAPITAL OUTLAY	6,048.00
010-070-52010-000	EMPLOYEES BENEFITS	38.53
010-070-53010-000	SERVICES AND SUPPLIES	1,067.39
010-072-52032-000	EMP BENEFITS/EUREKA	115.60
010-072-52033-000	EMP BENEFITS/CV CENT…	115.60
010-072-53357-058	CONTRACT SERVICES	100.00
010-072-53360-000	C V SENIOR CENTER SERV..	528.02
010-072-53360-242	MACHINE MAINTENANCE	244.63
010-072-53360-326	RAW FOOD	3,308.35
010-072-53360-360	TELEPHONE/FAX	51.16
010-072-53672-000	EUREKA CENTER SERVICE..	761.40
010-072-53672-242	MACHINE MAINTENANCE	30.54
010-072-53672-326	RAW FOOD	3,204.44
010-072-53876-275	PUBLIC INFORMATION	159.18
010-073-53010-259	MUSEUM MERCHANDISE	290.00
010-074-52010-000	EMPLOYEES BENEFITS	38.53
010-074-53010-000	SERVICES AND SUPPLIES	242.00
010-074-53010-105	ELECTRICITY	271.48
010-086-52010-000	EMPLOYEES BENEFITS	38.53
010-086-53010-062	CONVENTION SUPPLIES	329.91
010-086-53010-080	CULTURAL PROGRAMS	1,763.55
010-088-52010-000	EMPLOYEES BENEFITS	77.06
010-088-53010-058	CONTRACT SERVICES	15,000.00
010-088-53010-318	POSTAGE	1.48
010-088-53010-875	WILDLIFE ENHANCEMEN…	20,000.00
014-101-53010-169	RETIREE HEALTH INS CO…	18,829.97
014-101-53010-172	INSURANCE LOSS DEDU…	12,984.75
020-104-52010-000	EMPLOYEES BENEFITS	616.51
020-106-53010-000	SERVICES AND SUPPLIES	1,292.21
020-106-53010-058	CONTRACT SERVICES	21,661.26
020-106-53010-360	TELEPHONE/FAX	94.22
020-106-53010-370	TRAVEL/TRAINING	2,678.00
020-106-53105-130	FUEL	44,452.55
020-106-53105-330	VEHICLE REPAIRS/MAINT	1,817.10
020-106-53748-105	ELECTRICITY	675.80
020-106-53748-330	REPAIRS/MAINT	2,615.98
025-110-55010-000	CAPITAL OUTLAY	905,452.89
025-110-55010-357	CAPITAL OUTLAY SURVEY..	48,305.57
035-125-53010-823	FAIR PREMIUM BOOK	331.58
040-130-55010-000	CAPITAL OUTLAY	11,109.00
044-151-53010-320	PROTECTIVE CLOTHING	401.71
044-162-53010-105	ELECTRICITY	825.62
045-177-52010-000	EMPLOYEES BENEFITS	38.53
045-177-53010-105	ELECTRICITY	4,873.96
045-177-53010-318	POSTAGE	572.09
045-177-53010-370	TRAVEL/TRAINING	2,678.00
045-177-55010-000	CAPITAL OUTLAY	52,003.43
045-177-55010-357	CAPITAL OUTLAY SURVEY..	17,565.67
045-178-52010-000	EMPLOYEES BENEFITS	38.53
045-178-55010-000	CAPITAL OUTLAY	52,003.43
045-178-55010-357	CAPITAL OUTLAY SURVEY..	17,565.67
046-190-53010-318	POSTAGE	40.56
046-194-53010-320	PROTECTIVE CLOTHING	332.77
048-209-52010-000	EMPLOYEES BENEFITS	77.06
048-209-53010-000	SERVICES AND SUPPLIES	156.99
048-209-53010-318	POSTAGE	314.34

Account Summary

Account Number	Account Name	Payment Amount
048-209-53010-405	WATER TESTING/PERMI…	1,309.76
050-214-53010-105	ELECTRICITY	336.96
050-216-53010-058	CONTRACT SERVICES	1,456.00
050-216-53010-105	ELECTRICITY	563.01
050-217-53010-058	CONTRACT SERVICES	1,344.46
060-218-52010-000	EMPLOYEES BENEFITS	38.53
060-218-53010-360	TELEPHONE/FAX	46.11
100-236-53010-085	MISC GRANTS	3,500.00
120-245-52010-000	EMPLOYEES BENEFITS	38.53
120-245-53010-105	ELECTRICITY	914.88
120-245-53010-318	POSTAGE	234.00
125-247-55010-745	CAPITAL OUTLAY KOBEH…	345,483.63
155-252-53010-000	SERVICES AND SUPPLIES	1,500.00
190-273-52010-000	EMPLOYEES BENEFITS	1,404.14
190-273-53010-000	SERVICES AND SUPPLIES	100.00
190-273-53010-058	CONTRACT SERVICES	3,133.66
190-273-55010-000	CAPITAL OUTLAY	5,250.00
	Grand Total:	**2,115,581.72**

Project Account Summary

Project Account Key		Payment Amount
None		2,115,581.72
	Grand Total:	**2,115,581.72**

Fund Balance Report

Eureka County, Nevada

As Of 10/06/2026

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
010 - GENERAL FUND	52,945,864.29	1,997,875.44	13,297,727.80	41,646,011.93
012 - PROPERTY SALE TRUST FUND	47,824.86	0.00	0.00	47,824.86
014 - RETIREE HLTH INS PREM FD	2,595,144.59	518,147.24	105,018.12	3,008,273.71
015 - FUTURE RESERVE FUND	13,007,319.35	77,083.85	0.00	13,084,403.20
020 - ROAD FUND	4,881,568.74	1,286,701.91	893,451.67	5,274,818.98
025 - REG TRANSPORTATION COMM	13,567,909.41	5,540,480.76	1,557,802.45	17,550,587.72
030 - AGRICULTURAL EXTENSION	791,182.02	25,587.42	0.00	816,769.44
035 - AGRICULTURAL DIST #15	452,513.15	35,960.27	94,028.55	394,444.87
040 - BLDG OPER&MAINT RES FUND	4,868,231.44	140,035.89	19,114.00	4,989,153.33
042 - CAPITAL PROJECTS FUND	8,221,855.02	152,778.35	-13,656.35	8,388,289.72
044 - TOWN OF EUREKA FUND	1,480,469.92	31,290.83	18,077.06	1,493,683.69
045 - EUREKA WTR/SWR UTLTY FD	21,079,916.91	1,587,203.42	895,967.36	21,771,152.97
046 - CRESCENT VALLEY TOWN	297,783.49	7,853.58	20,111.70	285,525.37
048 - CV WATER UTILITY FUND	3,245,169.62	52,840.17	58,396.26	3,239,613.53
050 - EUREKA CO TV DISTRICT	1,126,126.68	43,218.44	41,972.02	1,127,373.10
060 - DIAMOND VALLEY WEED DIST	244,282.68	29,984.70	26,212.07	248,055.31
070 - DIAMOND VALLEY RODENT	400,974.58	12,495.40	2,270.05	411,199.93
077 - FFY05YUCCAMT DIRECT PYMT	0.00	0.00	0.00	0.00
100 - RECREATION FUND	697,216.79	18,853.83	36,144.28	679,926.34
110 - TOURISM FUND	49,912.69	1,593.80	6,493.00	45,013.49
120 - DEVIL'S GATE WATER DIST	2,499,275.87	36,388.65	30,558.13	2,505,106.39
125 - WATER MITIGATION FUND	4,172,566.50	-814,852.44	457,894.38	2,899,819.68
127 - NAT RES MULT USE FUND	1,954,780.99	21,996.87	0.00	1,976,777.86
150 - RANGE IMPROVEMENT DIST 1	28,526.19	151.20	0.00	28,677.39
155 - RANGE IMPROVEMENT DIST 6	111,813.55	631.19	1,500.00	110,944.74
160 - DEPT OF MINERAL RESOURCE	0.00	130,290.00	130,290.00	0.00
165 - EUREKA CO. GAME BOARD	2,676.20	15.20	227.17	2,464.23
170 - ACCIDENT INDIGENT FUND	515.80	31,086.56	0.00	31,602.36
175 - EUREKA CO INDIGENT FUND	579,706.76	11,533.30	557.98	590,682.08
180 - HOSP CO INDG HOSP FUND	900,423.17	26,145.81	0.00	926,568.98
190 - LANDFILL FUND	5,948,799.48	687,029.57	131,527.58	6,504,301.47
220 - ASSR TECH FND NRS361.530	2,963,277.40	38,590.42	11,932.27	2,989,935.55
225 - RECORDER TECHNOLOGY FUND	116,851.09	1,922.36	0.00	118,773.45
226 - TREASURER TECH FUND	2,579.80	15.35	0.00	2,595.15
227 - DISTRICT COURT IMP FUND	17,499.23	501.74	0.00	18,000.97
230 - JUSTICE COURT A A FUND	81,699.56	1,018.59	0.00	82,718.15
233 - JUV COURT A A FUND	52,169.84	461.85	0.00	52,631.69
235 - JUST CRT FACILITY FUND	215,492.01	2,020.40	0.00	217,512.41
240 - FORENSIC FEE	1,203.01	7.12	0.00	1,210.13
250 - STATE OF NEVADA	3,429.15	677,487.61	72.34	680,844.42
320 - SCHOOL GENERAL FUND	48,016.53	1,552,523.97	1,556,365.63	44,174.87
996 - UB UNAPPLIED CREDIT	0.00	0.00	0.00	0.00
Report Total:	**149,702,568.36**	**13,964,950.62**	**19,380,055.52**	**144,287,463.46**

Pooled Cash Report

Eureka County, Nevada

For the Period Ending 10/31/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
010-000-10101-000	CLAIM ON CASH - GENERAL FUND	42,148,143.01	(778,722.90)	41,369,420.11
012-000-10101-000	CLAIM ON CASH - PROPERTY SALE TRUST FUND	47,824.86	0.00	47,824.86
014-000-10101-000	CLAIM ON CASH - RETIREE HLTH INS PREM FD	3,020,849.77	(31,814.72)	2,989,035.05
015-000-10101-000	CLAIM ON CASH - FUTURE RESERVE FUND	12,987,975.64	0.00	12,987,975.64
020-000-10101-000	CLAIM ON CASH - ROAD FUND	5,374,514.30	(117,255.13)	5,257,259.17
025-000-10101-000	CLAIM ON CASH - REG TRANSPORTATION COMM	18,392,390.79	(953,758.46)	17,438,632.33
030-000-10101-000	CLAIM ON CASH - AGRICULTURAL EXTENSION	804,930.24	0.00	804,930.24
035-000-10101-000	CLAIM ON CASH - AGRICULTURAL DIST #15	391,390.21	(331.58)	391,058.63
040-000-10101-000	CLAIM ON CASH - BLDG OPER&MAINT RES FUND	4,963,717.36	(11,109.00)	4,952,608.36
042-000-10101-000	CLAIM ON CASH - CAPITAL PROJECTS FUND	8,325,906.86	0.00	8,325,906.86
044-000-10101-000	CLAIM ON CASH - TOWN OF EUREKA FUND	1,484,504.16	(2,321.58)	1,482,182.58
045-000-10101-000	CLAIM ON CASH - EUREKA WTR/SWR UTLTY FD	1,961,056.66	(151,149.89)	1,809,906.77
046-000-10101-000	CLAIM ON CASH - CRESCENT VALLEY TOWN	284,468.96	(1,120.20)	283,348.76
048-000-10101-000	CLAIM ON CASH - CV WATER UTILITY FUND	711,965.87	(1,877.38)	710,088.49
050-000-10101-000	CLAIM ON CASH - EUREKA CO TV DISTRICT	1,122,791.52	(3,700.43)	1,119,091.09
060-000-10101-000	CLAIM ON CASH - DIAMOND VALLEY WEED DIST	249,030.95	(1,962.47)	247,068.48
070-000-10101-000	CLAIM ON CASH - DIAMOND VALLEY RODENT	408,231.93	0.00	408,231.93
100-000-10101-000	CLAIM ON CASH - RECREATION FUND	678,348.65	(3,500.00)	674,848.65
110-000-10101-000	CLAIM ON CASH - TOURISM FUND	44,653.10	0.00	44,653.10
120-000-10101-000	CLAIM ON CASH - DEVIL'S GATE WATER DIST	1,024,849.55	(245.72)	1,024,603.83
125-000-10101-000	CLAIM ON CASH - WATER MITIGATION FUND	3,214,114.90	(345,483.63)	2,868,631.27
127-000-10101-000	CLAIM ON CASH - NAT RES MULT USE FUND	1,962,256.29	0.00	1,962,256.29
150-000-10101-000	CLAIM ON CASH - RANGE IMPROVEMENT DIST 1	28,558.19	0.00	28,558.19
155-000-10101-000	CLAIM ON CASH - RANGE IMPROVEMENT DIST 6	111,906.68	(1,500.00)	110,406.68
160-000-10101-000	CLAIM ON CASH - DEPT OF MINERAL RESOURCE	0.00	0.00	0.00
165-000-10101-000	CLAIM ON CASH - EUREKA CO. GAME BOARD	2,446.43	0.00	2,446.43
170-000-10101-000	CLAIM ON CASH - ACCIDENT INDIGENT FUND	31,162.21	0.00	31,162.21
175-000-10101-000	CLAIM ON CASH - EUREKA CO INDIGENT FUND	586,374.58	0.00	586,374.58
180-000-10101-000	CLAIM ON CASH - HOSP CO INDG HOSP FUND	919,853.61	0.00	919,853.61
190-000-10101-000	CLAIM ON CASH - LANDFILL FUND	6,479,030.68	(16,442.77)	6,462,587.91
220-000-10101-000	CLAIM ON CASH - ASSR TECH FND NRS361.530	2,969,243.44	(903.72)	2,968,339.72
225-000-10101-000	CLAIM ON CASH - RECORDER TECHNOLOGY FUND	117,907.20	0.00	117,907.20
226-000-10101-000	CLAIM ON CASH-TREASURER TECH FUND	2,576.03	0.00	2,576.03
227-000-10101-000	CLAIM ON CASH - DISTRICT COURT AA FUND	17,871.24	0.00	17,871.24
230-000-10101-000	CLAIM ON CASH - JUSTICE COURT A A FUND	82,112.48	0.00	82,112.48
233-000-10101-000	CLAIM ON CASH - JUV COURT A A FUND	52,243.65	0.00	52,243.65
235-000-10101-000	CLAIM ON CASH - JUST CRT FACILITY FUND	215,914.89	0.00	215,914.89
240-000-10101-000	CLAIM ON CASH - FORENSIC FEE	1,201.21	0.00	1,201.21
250-000-10101-000	CLAIM ON CASH - STATE OF NEVADA	675,842.31	0.00	675,842.31
320-000-10101-000	CLAIM ON CASH - SCHOOL GENERAL FUND	22,101.86	0.00	22,101.86
996-000-10101-000	CLAIM ON CASH - UB UNAPPLIED CASH	29,480.94	(7,493.29)	21,987.65
TOTAL CLAIM ON CASH		121,949,743.21	(2,430,692.87)	119,519,050.34
CASH IN BANK				
Cash in Bank				
999-000-10102-000	CASH IN BANK - COUNTY CHECKING	(1,142.78)	0.00	(1,142.78)
999-000-10103-000	CASH IN BANK - DEPOSIT ACCOUNTS	184,056.56	0.00	184,056.56
999-000-10104-000	CASH IN BANK - CONCENTRATION	4,234,139.77	0.00	4,234,139.77
999-000-10105-000	CASH IN BANK - SILVER MONEY MARKET	3,791,465.71	0.00	3,791,465.71
999-000-10106-000	CASH IN BANK - LOCAL GOVERNMENT INVESTMEN	19,276,793.99	0.00	19,276,793.99
999-000-10107-000	CASH IN BANK - MEEDER INVESTMENT	99,592,353.32	0.00	99,592,353.32

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
999-000-10109-000	CASH IN BANK - NEW COUNTY CHECKING	(5,127,923.36)	(2,430,692.87)	(7,558,616.23)
999-000-11501-000	UB UNAPPLIED CREDIT	0.00	0.00	0.00
TOTAL: Cash in Bank		121,949,743.21	(2,430,692.87)	119,519,050.34
Wages Payable				
999-000-20200-000	WAGES PAYABLE	0.00	0.00	0.00
TOTAL: Wages Payable		0.00	0.00	0.00
TOTAL CASH IN BANK		121,949,743.21	(2,430,692.87)	119,519,050.34
DUE TO OTHER FUNDS				
999-000-24910-000	DUE TO OTHER FUNDS	121,949,743.21	(2,430,692.87)	119,519,050.34
TOTAL DUE TO OTHER FUNDS		121,949,743.21	(2,430,692.87)	119,519,050.34

Claim on Cash	119,519,050.34	**Claim on Cash**	119,519,050.34	**Cash in Bank**	119,519,050.34
Cash in Bank	119,519,050.34	**Due To Other Funds**	119,519,050.34	**Due To Other Funds**	119,519,050.34
Difference	0.00	**Difference**	0.00	**Difference**	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
010-000-29300-000	ACCOUNTS PAYABLE	(65,906.53)	158,324.50	92,417.97
012-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
014-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
015-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
020-000-29300-000	ACCOUNTS PAYABLE	(8,945.72)	25,266.71	16,320.99
025-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
030-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
035-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
040-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
042-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
044-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
045-000-29300-000	ACCOUNTS PAYABLE	(980.06)	3,417.07	2,437.01
046-000-29300-000	ACCOUNTS PAYABLE	(57.89)	105.59	47.70
048-000-29300-000	ACCOUNTS PAYABLE	(1,518.69)	2,853.99	1,335.30
050-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
060-000-29300-000	ACCOUNTS PAYABLE	(595.66)	1,311.40	715.74
070-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
100-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
110-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
120-000-29300-000	ACCOUNTS PAYABLE	(211.21)	392.41	181.20
125-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
127-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
150-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
155-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
160-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
165-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
170-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
175-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
180-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
190-000-29300-000	ACCOUNTS PAYABLE	(608.24)	3,085.18	2,476.94
220-000-29300-000	ACCOUNTS PAYABLE	(501.82)	842.11	340.29
225-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
226-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
227-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
230-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
233-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
235-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
240-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
250-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
320-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
TOTAL ACCOUNTS PAYABLE PENDING		(79,325.82)	195,598.96	116,273.14
DUE FROM OTHER FUNDS				
999-000-16010-000	DUE FROM GENERAL FUND	65,906.53	(158,324.50)	(92,417.97)
999-000-16012-000	DUE FROM PROPERTY SALE TRUST FUND	0.00	0.00	0.00
999-000-16014-000	DUE FROM RETIREE HLTH INS PREM FD	0.00	0.00	0.00
999-000-16015-000	DUE FROM FUTURE RESERVE FUND	0.00	0.00	0.00
999-000-16020-000	DUE FROM ROAD FUND	8,945.72	(25,266.71)	(16,320.99)
999-000-16025-000	DUE FROM REG TRANSPORTATION COMM	0.00	0.00	0.00
999-000-16030-000	DUE FROM AGRICULTURAL EXTENSION	0.00	0.00	0.00
999-000-16035-000	DUE FROM AGRICULTURAL DIST #15	0.00	0.00	0.00
999-000-16040-000	DUE FROM BLDG OPER&MAINT RES FUND	0.00	0.00	0.00
999-000-16042-000	DUE FROM CAPITAL PROJECTS FUND	0.00	0.00	0.00
999-000-16044-000	DUE FROM TOWN OF EUREKA FUND	0.00	0.00	0.00
999-000-16045-000	DUE FROM EUREKA WTR/SWR UTLTY FD	980.06	(3,417.07)	(2,437.01)
999-000-16046-000	DUE FROM CRESCENT VALLEY TOWN	57.89	(105.59)	(47.70)
999-000-16048-000	DUE FROM CV WATER UTILITY FUND	1,518.69	(2,853.99)	(1,335.30)
999-000-16050-000	DUE FROM EUREKA CO TV DISTRICT	0.00	0.00	0.00
999-000-16060-000	DUE FROM DIAMOND VALLEY WEED DIST	595.66	(1,311.40)	(715.74)
999-000-16070-000	DUE FROM DIAMOND VALLEY RODENT	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
999-000-16110-000	DUE FROM TOURISM FUND	0.00	0.00	0.00
999-000-16111-000	DUE FROM RECREATION FUND	0.00	0.00	0.00
999-000-16120-000	DUE FROM DEVIL'S GATE WATER DIST	211.21	(392.41)	(181.20)
999-000-16125-000	DUE FROM WATER MITIGATION FUND	0.00	0.00	0.00
999-000-16127-000	DUE FROM NAT RES MULT USE FUND	0.00	0.00	0.00
999-000-16150-000	DUE FROM RANGE IMPROVEMENT DIST 1	0.00	0.00	0.00
999-000-16155-000	DUE FROM RANGE IMPROVEMENT DIST 6	0.00	0.00	0.00
999-000-16160-000	DUE FROM DEPT OF MINERAL RESOURCE	0.00	0.00	0.00
999-000-16165-000	DUE FROM EUREKA CO. GAME BOARD	0.00	0.00	0.00
999-000-16170-000	DUE FROM ACCIDENT INDIGENT FUND	0.00	0.00	0.00
999-000-16175-000	DUE FROM EUREKA CO INDIGENT FUND	0.00	0.00	0.00
999-000-16180-000	DUE FROM HOSP CO INDG HOSP FUND	0.00	0.00	0.00
999-000-16190-000	DUE FROM LANDFILL FUND	608.24	(3,085.18)	(2,476.94)
999-000-16220-000	DUE FROM ASSR TECH FND NRS361.530	501.82	(842.11)	(340.29)
999-000-16225-000	DUE FROM RECORDER TECHNOLOGY FUND	0.00	0.00	0.00
999-000-16230-000	DUE FROM JUSTICE COURT A A FUND	0.00	0.00	0.00
999-000-16233-000	DUE FROM JUV COURT A A FUND	0.00	0.00	0.00
999-000-16235-000	DUE FROM JUST CRT FACILITY FUND	0.00	0.00	0.00
999-000-16240-000	DUE FROM FORENSIC FEE	0.00	0.00	0.00
999-000-16250-000	DUE FROM STATE OF NEVADA	0.00	0.00	0.00
999-000-16320-000	DUE FROM SCHOOL GENERAL FUND	0.00	0.00	0.00
TOTAL DUE FROM OTHER FUNDS		79,325.82	(195,598.96)	(116,273.14)
ACCOUNTS PAYABLE				
999-000-29300-000	ACCOUNTS PAYABLE	(79,325.82)	195,598.96	116,273.14
TOTAL ACCOUNTS PAYABLE		(79,325.82)	195,598.96	116,273.14

AP Pending	116,273.14	**AP Pending**	116,273.14	**Due From Other Funds**	116,273.14
Due From Other Funds	116,273.14	**Accounts Payable**	116,273.14	**Accounts Payable**	116,273.14
Difference	0.00	**Difference**	0.00	**Difference**	0.00

From: Nicholas Collins
To: Katelyn Ziemann
Subject: [EXTERNAL] CVHAB
Date: Tuesday, September 29, 2026 11:43:27 AM

CAUTION: This Message originated outside your organization.

To whom it may concern,

My name is Nicholas Collins. I am a member of the Crescent Valley Health Advisory Board. I would like to remove myself from my position and return as an alternate. I request that Laura shivers takes my place.

Thank you

From: Laura Shivers
To: Katelyn Ziemann
Subject: [EXTERNAL] CVMAB
Date: Tuesday, September 29, 2026 11:49:33 AM

CAUTION: This Message originated outside your organization.

Katelyn,
I would like to be moved from alternate to board member on the Crescent Valley Medical Advisory Board. Can you please refer this email to the Eureka County Commissioners.
Sincerely,
Laura Shivers

Yahoo Mail: Search, Organize, Conquer

PO Box 430, Roseville, CA 95678 916-338-7070 FAX 916-344-5957

QUOTATION

Customer: Eureka
Attention: Misty
Phone:
Quote #: 26-09-10 Flex - 3 - 1YR
TERM: 1 YEAR - Pre-Paid
DATES: Start Date: 12/5/2026 - END DATE: 12/4/2027

Date: 09/10/26

From: David Lincoln,
Office: 916-338-7070
Fax: 916-344-5957
Dave_lincoln@questsys.com

Comments:

Replace Sub269459 with NEW sub for 1 Year term

Tax	Part #	Description	Qty	Price	Ext Price
NO	A-FLEX-3	COLLABORATION FLEX PLAN 3.0	1		
NO	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	131		
NO	A-FLEX-NUCL-P	NU Webex Calling Professional	83	112.50	9,337.50
NO	A-FLEX-NUCL-E	NU WEBEX CALLING WORKSPACE FOR COMMON AREA	40	67.50	2,700.00
NO	A-FLEX-CVI-ROOMS	WEBEX VIDEO INT FOR MS TEAMS CVI PER ACTIVE DEVICE	3	504.90	1,514.70
NO	A-AUD-VOIP	Included VoIP (1)	1		
NO	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	8		
NO	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	8		
NO	A-AUD-NU-BCCB	NU MEETINGS BRIDGE COUNTRY CALL BACK AUDIO (1)	8	36.00	288.00
NO	A-FLEX-C-PRO	Webex Calling Entitlement	83		
NO	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	40		
NO	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	123		
NO	A-FLEX-NBR-STG	WEBEX CLOUD RECORDING STORAGE ENTITLEMEN	8		
NO	A-FLEX-FILESTG-ENT	File Storage Entitlement	1820		
NO	A-FLEX-PROPACK-ENT	PRO PACK FOR CISCO CONTROL HUB ENTITLEMENT	91		
NO	A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement (1)	91		
NO	A-FLEX-CVI-RMS-ENT	Webex Video Int for MS Teams CVI Active Device Ent	4		
NO	A-FLEX-ERC	Emergency Response Center Call fee per location se	1		
NO	A-FLEX-NUM-MC	NU Meetings - Meetings Center	8	180.00	1,440.00
NO	A-FLEX-MTGC-ENT	Meetings Entitlement	8		

Price per device per month

1.1 LICENSING INFORMATION: Customer is renting licensing through Quest. Customer is responsible for deployment, monitoring, troubleshooting, and management.
1.2 Where applicable, Customer subject to licensing platform terms.
1.3 Services, terms, and conditions are subject to change by Cisco. Please refer to Cisco's website for current terms and conditions regarding licensing, features, and EULA conditions. https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf
1.3 Where applicable,. Customer agrees to payment for any usage or overage fees during Licensing Term.
1.4 Customer is to notify Quest sixty (60) days prior to the Licensing Term expiration date. If Customer has not notified Quest in writing of its election to extend or terminate this Agreement, this Agreement will automatically renew for an additional twelve (12) month term at the then published fees plus applicable fees at time of renewal, if necessary.
1.5 Customer hereby orders the services set forth above and agrees to the terms and conditions herein as part of the Service Terms (Exhibit A) and which are incorporated by reference with this order form. Link to exhibit A: https://www.questsys.com/pdf/Managed_Services_TandC.pdf

SUBTOTAL:	$15,280.20	
Calling	$12,037.50	$8.16
Webex Meetings	$1,728.00	$18.00
Webex Rooms	$1,514.70	$42.08
TOTAL:	$15,280.20	

Signature:		Date:	
Name:			
Title:			
PO # (if necessary):			

Quest
TECHNOLOGY MANAGEMENT

We have prepared a quote for you

VAC To Tank Hill Fiber Installation

Quote # 022955 Version 2

Prepared for:

Eureka County

Prepared by:

Pete Grellus

Products

Description	Price	Qty	Ext. Price
FX Outdoor Loose Tube OS2 144 Fibers OSP Sub-Units(12F) Dry Black	$2.22	2500	$5,550.00
CORNING Closet Connector Housing (CCH), 1U, Rack Mount, Empty, Accepts 2 Panels/Cassettes/Modules, Black with Clear Cover	$316.24	1	$316.24
CORNING CCH Panel, 6-F, LC Duplex, Multimode, Loaded, for CCH Enclosure	$73.16	2	$146.32
COMMSCOPE Fiber Connector, OS2, LC/UPC, Blue Housing, 900µm, No Polish/No Epoxy	$18.05	14	$252.70
HEAT SHRINK SPLICE PROTECTOR 25PK	$24.78	6	$148.68
COMMSCOPE Round Fiber Closure FOSC-450, 6 Port, 7.08 in Dia x 19.29 in L, Black	$295.00	2	$590.00
Mule Tape	$299.72	1	$299.72
Misc, Consumables	$590.00	1	$590.00
		Subtotal:	**$7,893.66**

Project

Scope of Work	Price
Provide, install, terminate, test and label (2500) feet of single mode 144 count outdoor rated fiber from the VAC to Tank Hill building. Fiber will be installed in a customer provided underground conduit. At the VAC, the 144 count fiber will be straight spliced in an existing vault. At Tank Hill, 138 strands will be straight spliced in a FOSC and 6 strands will be terminated in a new fiber enclosure in an existing rack. **General:** Permit fees are not included in this quote and will be billed at cost plus a fee for processing. **Due to recent fluctuations in the global marketplace, pricing may be subject to change without notice.** The material items will be subject to change based on availability. Any work outside the scope of work will be at an additional charge. All work will be completed during regular business hours.	

Subtotal: **$15,145.00**

Shipping

Description	Price	Qty	Ext. Price
Freight Charges **Shipping will be added at the time of the bill.**	$0.00	1	$0.00

Subtotal: **$0.00**

Sales Tax

Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.

VAC To Tank Hill Fiber Installation

Prepared by:

Quest
Pete Grellus
(916) 338-7070
pete_grellus@questsys.com

Prepared for:

Eureka County
10 S Main Street
Eureka, NV 89316
Misty Rowley

MRowley@eurekacountynv.gov

Quote Information:

Quote #: 022955
Version: 2
Delivery Date: 09/15/2026
Expiration Date: 10/06/2026

Quote Summary

Description	Amount
Products	$7,893.66
Project	$15,145.00
Total:	**$23,038.66**

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.
In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.
I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described in the proposal.

Quest

Signature: Pete Grellus

Name: Pete Grellus

Title:

Date: 09/15/2026

Eureka County

Signature:

Name: Misty Rowley

Date:

Shipping and Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.

Signature:

Name: Misty Rowley

Date:

	A	B	C	D	E	F
1	Eureka County Room Tax Entities					
2	amount paid per year					
3		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-25
4						
5	Sure Stay	107,410.65	112,524.29	110,601.72	122,038.15	14,549.93
6	Sundown Lodge	30,032.34	20,824.60	20,414.69	25,047.55	5,143.24
7	Silver Sky Lodge	816.80	924.80	1,065.60	1,129.60	137.60
8	Ruby Hill Motel	531.20	608.00	371.04	750.80	160.00
9	D&D Rentals (C & R HILLS, LLC)	2,288.00	2,433.20	1,873.60	1,046.82	45.60
10	Colonnade Hotel	2,731.20	2,438.40			281.52
11	Stone Church	480.96	595.49			
12	Cozy Cabin	22.73	310.97			
13						
14						
15						AS OF SEPT
16						
17	Total Revenue					
18	8 % Received	144,313.88	140,659.75	134,326.65	150,012.92	20,317.89
19	7 % for Rec Board	126,273.72	123,077.28	117,535.82	131,261.30	17,778.16
20	5/8 % Tourism	11,275.10	10,989.04	10,494.25	11,719.76	1,587.34
21	3/8 % State of NV	6,765.06	6,593.43	6,296.58	7,031.86	952.40
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

Date:09/28/2026
Prepared by: J. Dominguez
Reviewed by:

EUREKA COUNTY
TREASURER'S REPORT
For the Month of August 2026

General Fund

July 31, 2026	42,718,351.02
Total Activity	1,120,603.92
August 31, 2026	43,838,954.94

Date:09/28/2026
Prepared by: J. Dominguez
Reviewed by: _____

EUREKA COUNTY
TREASURER'S REPORT
For the Month of August 2026

Combined balance per all bank and investment account statements, August 31, 2026	$ 126,894,752.79	*(see below)*
Deposits in transit	119,193.70	
Outstanding checks	(1,142.78)	
Less: Outstanding New Acct Checks	(40,711.50)	
Bank balance, adjusted	126,972,092.21	
Balance per Tyler, August 31, 2026	126,972,092.21	
PBA Balance, adjusted	126,972,092.21	
Difference	-	

Eureka County
Apportionments, by Fund

Date 09/28/2026
Prepared by: J. Dominguez
Reviewed by:

For the Month of August 2026

Fund Number	Fund Name	Real Prop #1 Apportionments	Real Prop #2 Apportionments	Real Prop #3 Apportionments	Personal Prop #1 Apportionments	Personall Prop #2 Apprortionments
010	General	953,394.87	60,668.16	55,530.28	168.06	564.00
015	Future Reserve	0.01	0.54	0.01		
020	Road	199148.16	8,871.89	8,832.45	26.37	112.19
025	Reg Transportation Comm	364,821.55	16,833.67	16,843.06	50.97	207.81
030	Agricultural Extension	17,105.96	1,110.02	1,001.62	3.02	10.19
035	Agricultural Dist #15	8,353.90	507.93	484.98	0.83	4.44
040	Building Maint & Oper	97,870.41	3,423.71	3,706.28	9.66	52.78
042	Capital Improvement Fund	85,509.77	5,450.04	4,984.05	15.08	50.55
044	Town of Eureka Fund	3,913.98	6,686.08	7,905.54	23.34	31.31
046	Crescent Valley Town	1,325.84	1,933.94	442.09	2.23	148.38
050	Eureka County TV District	14,539.83	944.19	851.25	2.57	8.62
060	Diamond Valley Weed District	7,913.30	10,923.01	4,672.06		
070	Diamond Valley Rodent	1,498.11	4,166.43	2,125.90		
120	Devil's Gate Water District	1,043.42	6,111.46	1,563.55		
125	Water Mitigation	33,339.57	1,598.09	1,548.85	4.64	19.01
127	Nat Res Mult Use Fund	8,554.92	562.04	502.85	1.50	5.13
170	Accident Indigent Fund	25,656.22	1,651.09	1,498.97	4.53	15.21
175	Eureka Co Indigent Fund	5,647.93	380.53	334.00	1.01	3.42
180	Eureka Co. Indg Hosp Fund	17,105.40	1,107.51	1,001.01	3.02	10.16
190	Landfill Fund	117,708.25	7,052.28	6,789.09	21.10	70.38
250	Lwr Reese Rvr	146.39				
250	DV Water	32,944.35	54,315.41	31,221.68		
250	Maggie Creek Water	23972.21				
250	Pine Valley	10,804.40	2,671.10	308.43		
250	Crescent Valley Water	391.69				
250	WhirlWind Water	162.60				
250	Humboldt Water	24,279.15	6,401.92			
250	State of Nevada	290,722.06	18,471.93	16,930.91	51.27	171.54
250	Kobeh Valley	94.62	1,509.10	1,471.27		
250	Boulder Flat	63,242.71	14.12	13.75		
320	School Dist	1,282,586.55	81,422.80	74,677.84	226.16	756.54
010	Property Tax Overpayment	9.01	42.03	23.39		
010	Penalties	108.66	878.72	203.16		
010	6% Collect Fee	58,145.21	915.43	918.47	40.12	146.23
220	2% Collect Fee	19,381.27	304.52	305.82	13.37	48.74
	TOTAL APPORTIONMENTS	$ 3,771,442.28	$ 306,929.69	$ 246,692.61	$ 668.85	$ 2,436.63

TOTAL $ 4,328,170.06

Date 09/28/26
Prepared by: J. Dominguez
Reviewed by:

Eureka County
Expenditures
For the Month of August 2026
General County Checking

Date	Description	Amount
8/4/2026	AP	3,030,576.01
8/5/2026	PERS	244,584.73
8/7/2026	PAYROLL	264,430.67
8/7/2026	DIRECT PAYABLE	62,588.36
8/7/2026	INSURANCE	170,903.57
8/11/2026	SPECIAL AP	166,230.84
8/18/2026	AP	1,191,126.25
8/21/2026	PAYROLL	284,477.33
8/21/2026	DIRECT PAYABLE	70,875.32
	Total expenditures	5,485,793.08

Date:9/28/2026
Prepared by: J. Dominguez
Reviewed by:

Eureka County
Revenue
For the Month of August 2026

Receipt	Received From	Description	Amount
R057462	ST OF NV	JULY DMV	$1,437.65
R057463	LEANNA CANTRELL	EMPLOYEE HEALTH BENEFITS (13TH PAYMENT)	$506.14
R057464	LEANNA CANTRELL	EMPLOYEE HEALTH BENEFITS (14TH PAYMENT)	$506.13
R057465	PERS	EMPLOYEE RETIREMENT	$12,984.75
R057467	MCEWEN	ROAD MAINTENANCE	$22,487.50
R057471	ST OF NV	ALLERGAN (OPIOIDS) #4 OF 7	$2,197.39
R057472	ST OF NV	DISTRIBUTORS (OPIOIDS) #6 OF 18	$7,554.18
R057473	ST OF NV	TEVA (OPIOIDS) #3 OF 20	$2,529.64
R057474	CHURCH OF JESUS CHRIST OF LDS	SPECIAL WATER ASSESSMENT	$4.47
R057475	LANDER GENERAL TV	JULY RACK SPACE RENT	$800.00
R057476	SKYFIBER TV	AUGUST RACK SPACE RENT	$360.00
R057477	EUREKA COUNTY SCHOOL DISTRICT	SPECIAL WATER ASSESSMENT	$53.76
R057478	T-MOBILE TV	AUGUST RACK SPACE RENT	$1,850.00
R057479	MT. WHEELER TV	AUGUST RACK SPACE RENT	$200.00
R057480	WHITE PINE TV	AUGUST SHARED POWER	$100.00
R057481	BRIAN SHOAF	CREDIT CARD USE - REPAY	$103.96
R057482	EUREKA MOLY	SPECIAL WATER ASSESSMENT	$25,087.91
R057483	REAL PROPERTY	AUGUST MONTHLY #1	$3,771,433.27
R057484	TRINA WEBSTER	RETURN CHECK FEE	$25.00
R057485	SYLVIA BRASWELL	RETURN CHECK FEE	$25.00
R057486	ST OF NV	JULY GAMING TAX	$54.71
R057487	PERSONAL PROPERTY	AUGUST MONTHLY #1	$668.85
R057488	REAL PROPERTY	AUGUST MONTHLY #2	$306,887.66
R057518	REAL PROPERTY	AUGUST MONTHLY #2 - OVERPAYMENT	$42.03
R057521	STEWART TITLE	DEVILS GATE (007-320-04) TAX PAYMENT	$6,904.60
R057522	PERSONAL PROPERTY	AUGUST MONTHLY #2	$2,436.63
R057523	REAL PROPERTY	AUGUST MONTHLY #3	$246,692.61
R057524	SENIOR CENTER	AUGUST MONTHLY	$2,612.00
R057525	SENIOR CENTER	JULY GRANT MONTHLY	$2,151.18
R057526	DISTRICT COURT	AUGUST MONTHLY	$1,009.64
R057527	RECORDER	AUGUST MONTHLY	$142,443.00
R057543	ROOM TAX	JULY MONTHLY	$17,009.10
R057544	SHERIFF	AUGUST MONTHLY	$1,186.98
R057546	MUSEUM	AUGUST MONTHLY	$1,075.69
R057556	JUVENILE PROBATION	AUGUST MONTHLY	$749.75
R057568	JUSTICE COURT	AUGUST MONTHLY	$14,537.00
R057597	EUREKA FACILITIES	AUGUST MONTHLY	$635.00
R057640	ST OF NV	NV MEDICAID (TRUE-UP)	$12.91
R057649	ST OF NV	FEMA MONEY (EAGLE WAY) 2024	$144,579.47
R057655	EUREKA FAIR BOARD	AUGUST MONTHLY	$23,276.00
R057662	EUREKA FAIR EXHIBIT HALL	AUGUST MONTHLY	$50.00
R057764	EMS	AUGUST MONTHLY	$9,800.13
R057766	REAL PROPERTY	AUGUST MONTHLY #1 - OVERPAYMENT	$9.01
	PUBLIC WORKS	MONTHLY DISTRIBUTION FY27	$233,260.44
		JOURNAL ENTERIES	
JN03695	ST OF NV	OVER DIDS MAX CONTRIBUTION APR-JUN 2026	$71,536.30
JN03697	ST OF NV	JUNE GAMING TAX PY26	$3,055.22
JN03699	ST OF NV	MAY FUEL 2026	$72,730.75
JN03701	ST OF NV	JUNE FUEL 2026	$71,458.00
JN03705	ROOM TAX	JUNE (SURE STAY) MONTHLY	$15,166.24
JN03707	ST OF NV	JUNE CONSOLIDATED TAX	$1,058,066.86
JN03709	ST OF NV	VOTING SYSTEM LICENSING FY26	$2,255.43
JN03711	POOL PACT	RISK MANAGEMENT EDUCATION GRANT	$4,000.00
JN03713	ST OF NV	N-1 TAYLOR GRAZING DISTRICT PY25	$15,979.30
JN03717	SENIOR CENTER	APRIL GRANT MONTHLY	$1,229.90
JN03719	ST OF NV	SECURED DISTRIBUTION 25-26	$7,670.85
JN03722	ST OF NV	UNSECURED & CARLINES DISTRIBUTION 25-26	$3,383.82
JN03750	REAL PROPERTY	OVER/UNDER PMT	$0.67
	MEEDER	AUGUST INTEREST	$278,851.86
	LGIP	AUGUST INTEREST	$61,445.41
	MMA	AUGUST INTEREST	$348.85
	PUBLIC WORKS	MONTHLY DISTRIBUTION FY26	$7,383.02
			$6,682,893.62

Eureka County, Nevada

Treasurers Report

Summary

Date Range: 08/01/2026 - 08/31/2026

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
010 - GENERAL FUND	42,718,351.02	1,644,163.14	1,224,592.07	-1,107,816.75	406,783.90	43,838,954.94	43,838,954.94	0.00
012 - PROPERTY SALE TRUST FUND	47,824.86	0.00	0.00	0.00	0.00	47,824.86	47,824.86	0.00
014 - RETIREE HLTH INS PREM FD	3,065,866.01	8,346.06	20,069.97	0.00	236.81	3,053,905.29	3,053,905.29	0.00
015 - FUTURE RESERVE FUND	12,953,670.61	35,495.58	0.00	-2.52	1,193.07	12,987,975.64	12,987,975.64	0.00
020 - ROAD FUND	5,453,393.23	255,072.75	186,974.85	-123,913.55	1,942.51	5,643,462.17	5,643,462.17	0.00
025 - REG TRANSPORTATION COMM	19,522,550.33	450,820.83	243.75	-21,689.10	944,168.28	19,050,648.23	19,050,648.23	0.00
030 - AGRICULTURAL EXTENSION	824,747.55	21,430.61	0.00	-50.43	41,298.35	804,930.24	804,930.24	0.00
035 - AGRICULTURAL DIST #15	450,760.31	33,797.18	75,053.00	-25.22	41.53	409,488.18	409,488.18	0.00
040 - BLDG OPER&MAINT RES FUND	4,853,371.83	118,650.12	0.00	-151.31	450.90	4,971,722.36	4,971,722.36	0.00
042 - CAPITAL PROJECTS FUND	8,250,566.76	118,763.47	0.00	-252.18	43,675.55	8,325,906.86	8,325,906.86	0.00
044 - TOWN OF EUREKA FUND	1,469,349.80	22,662.29	2,854.68	-2,767.26	958.52	1,490,966.15	1,490,966.15	0.00
045 - EUREKA WTR/SWR UTLTY FD	3,954,982.67	34,814.44	32,281.87	-4,127.67	1,295,277.31	2,666,365.60	2,666,365.60	0.00
046 - CRESCENT VALLEY TOWN	285,951.41	4,644.80	3,252.74	-578.44	6.99	287,914.92	287,914.92	0.00
048 - CV WATER UTILITY FUND	699,285.81	21,701.81	13,061.17	-2,604.89	848.70	709,682.64	709,682.64	0.00
050 - EUREKA CO TV DISTRICT	1,118,698.62	22,762.53	7,503.54	-4,632.69	2,049.30	1,136,541.00	1,136,541.00	0.00
060 - DIAMOND VALLEY WEED DIST	239,032.55	24,210.68	7,274.37	-1,032.95	20.54	256,981.27	256,981.27	0.00
070 - DIAMOND VALLEY RODENT	399,639.68	8,906.10	0.00	-1,032.95	1,346.80	408,231.93	408,231.93	0.00
077 - FFY05YUCCAMT DIRECT PYMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100 - RECREATION FUND	657,535.46	16,742.83	6,937.28	-13,270.46	62.82	680,548.65	680,548.65	0.00
110 - TOURISM FUND	44,521.83	1,450.87	2,500.00	-1,184.86	4.46	44,653.10	44,653.10	0.00
120 - DEVIL'S GATE WATER DIST	1,012,615.83	18,520.64	10,882.38	-650.46	1,164.88	1,019,739.67	1,019,739.67	0.00
125 - WATER MITIGATION FUND	4,105,948.45	45,324.44	26,292.50	-100.88	899,848.12	3,225,233.15	3,225,233.15	0.00
127 - NAT RES MULT USE FUND	1,947,421.23	14,989.11	0.00	-25.24	179.29	1,962,256.29	1,962,256.29	0.00
150 - RANGE IMPROVEMENT DIST 1	22,787.33	78.05	0.00	-5,694.91	2.10	28,558.19	28,558.19	0.00
155 - RANGE IMPROVEMENT DIST 6	101,341.05	305.83	0.00	-10,269.27	9.47	111,906.68	111,906.68	0.00
160 - DEPT OF MINERAL RESOURCE	20,490.00	109,800.00	20,490.00	0.00	0.00	109,800.00	109,800.00	0.00
165 - EUREKA CO. GAME BOARD	2,581.92	6.91	86.20	0.00	-25.07	2,527.70	2,527.70	0.00
170 - ACCIDENT INDIGENT FUND	2,260.54	28,826.02	0.00	-75.65	0.00	31,162.21	31,162.21	0.00
175 - EUREKA CO INDIGENT FUND	576,994.46	8,744.61	480.28	-1,246.54	53.05	586,452.28	586,452.28	0.00
180 - HOSP CO INDG HOSP FUND	898,129.43	21,753.88	0.00	-50.43	80.13	919,853.61	919,853.61	0.00
190 - LANDFILL FUND	6,386,027.78	152,195.38	29,630.11	-353.06	408.10	6,508,538.01	6,508,538.01	0.00
220 - ASSR TECH FND NRS361.530	2,949,100.65	28,180.68	3,491.64	-221.10	272.09	2,973,738.70	2,973,738.70	0.00
225 - RECORDER TECHNOLOGY FUND	116,845.69	1,072.23	0.00	0.00	10.72	117,907.20	117,907.20	0.00
226 - TREASURER TECH FUND	2,568.93	7.10	0.00	0.00	0.00	2,576.03	2,576.03	0.00
227 - DISTRICT COURT IMP FUND	17,725.01	147.84	0.00	0.00	1.61	17,871.24	17,871.24	0.00
230 - JUSTICE COURT A A FUND	81,664.56	455.41	0.00	0.00	7.49	82,112.48	82,112.48	0.00
233 - JUV COURT A A FUND	52,039.67	208.78	0.00	0.00	4.80	52,243.65	52,243.65	0.00

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
235 - JUST CRT FACILITY FUND	215,024.59	910.07	0.00	0.00	19.77	215,914.89	215,914.89	0.00
240 - FORENSIC FEE	1,197.93	3.28	0.00	0.00	0.00	1,201.21	1,201.21	0.00
250 - STATE OF NEVADA	87,249.31	592,797.79	-8,346.16	-710.92	68.77	689,035.41	689,035.41	0.00
320 - SCHOOL GENERAL FUND	132,765.92	1,439,669.89	112,913.00	-3,782.74	-2,248.94	1,465,554.49	1,465,554.49	0.00
996 - UB UNAPPLIED CREDIT	32,641.42	0.00	0.00	0.00	1,436.33	31,205.09	31,205.09	0.00
Report Total:	**125,775,522.04**	**5,308,434.03**	**1,778,519.24**	**-1,308,314.43**	**3,641,659.05**	**126,972,092.21**	**126,972,092.21**	**0.00**

Pooled Cash Report

Eureka County, Nevada

For the Period Ending 8/31/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
010-000-10101-000	CLAIM ON CASH - GENERAL FUND	42,718,351.02	1,120,603.92	43,838,954.94
012-000-10101-000	CLAIM ON CASH - PROPERTY SALE TRUST FUND	47,824.86	0.00	47,824.86
014-000-10101-000	CLAIM ON CASH - RETIREE HLTH INS PREM FD	3,065,866.01	(11,960.72)	3,053,905.29
015-000-10101-000	CLAIM ON CASH - FUTURE RESERVE FUND	12,953,670.61	34,305.03	12,987,975.64
020-000-10101-000	CLAIM ON CASH - ROAD FUND	5,453,393.23	190,068.94	5,643,462.17
025-000-10101-000	CLAIM ON CASH - REG TRANSPORTATION COMM	19,522,550.33	(471,902.10)	19,050,648.23
030-000-10101-000	CLAIM ON CASH - AGRICULTURAL EXTENSION	824,747.55	(19,817.31)	804,930.24
035-000-10101-000	CLAIM ON CASH - AGRICULTURAL DIST #15	450,760.31	(41,272.13)	409,488.18
040-000-10101-000	CLAIM ON CASH - BLDG OPER&MAINT RES FUND	4,853,371.83	118,350.53	4,971,722.36
042-000-10101-000	CLAIM ON CASH - CAPITAL PROJECTS FUND	8,250,566.76	75,340.10	8,325,906.86
044-000-10101-000	CLAIM ON CASH - TOWN OF EUREKA FUND	1,469,349.80	21,616.35	1,490,966.15
045-000-10101-000	CLAIM ON CASH - EUREKA WTR/SWR UTLTY FD	3,954,982.67	(1,288,617.07)	2,666,365.60
046-000-10101-000	CLAIM ON CASH - CRESCENT VALLEY TOWN	285,951.41	1,963.51	287,914.92
048-000-10101-000	CLAIM ON CASH - CV WATER UTILITY FUND	699,285.81	10,396.83	709,682.64
050-000-10101-000	CLAIM ON CASH - EUREKA CO TV DISTRICT	1,118,698.62	17,842.38	1,136,541.00
060-000-10101-000	CLAIM ON CASH - DIAMOND VALLEY WEED DIST	239,032.55	17,948.72	256,981.27
070-000-10101-000	CLAIM ON CASH - DIAMOND VALLEY RODENT	399,639.68	8,592.25	408,231.93
100-000-10101-000	CLAIM ON CASH - RECREATION FUND	657,535.46	23,013.19	680,548.65
110-000-10101-000	CLAIM ON CASH - TOURISM FUND	44,521.83	131.27	44,653.10
120-000-10101-000	CLAIM ON CASH - DEVIL'S GATE WATER DIST	1,012,615.83	7,123.84	1,019,739.67
125-000-10101-000	CLAIM ON CASH - WATER MITIGATION FUND	4,105,948.45	(880,715.30)	3,225,233.15
127-000-10101-000	CLAIM ON CASH - NAT RES MULT USE FUND	1,947,421.23	14,835.06	1,962,256.29
150-000-10101-000	CLAIM ON CASH - RANGE IMPROVEMENT DIST 1	22,787.33	5,770.86	28,558.19
155-000-10101-000	CLAIM ON CASH - RANGE IMPROVEMENT DIST 6	101,341.05	10,565.63	111,906.68
160-000-10101-000	CLAIM ON CASH - DEPT OF MINERAL RESOURCE	20,490.00	89,310.00	109,800.00
165-000-10101-000	CLAIM ON CASH - EUREKA CO. GAME BOARD	2,581.92	(54.22)	2,527.70
170-000-10101-000	CLAIM ON CASH - ACCIDENT INDIGENT FUND	2,260.54	28,901.67	31,162.21
175-000-10101-000	CLAIM ON CASH - EUREKA CO INDIGENT FUND	576,994.46	9,457.82	586,452.28
180-000-10101-000	CLAIM ON CASH - HOSP CO INDG HOSP FUND	898,129.43	21,724.18	919,853.61
190-000-10101-000	CLAIM ON CASH - LANDFILL FUND	6,386,027.78	122,510.23	6,508,538.01
220-000-10101-000	CLAIM ON CASH - ASSR TECH FND NRS361.530	2,949,100.65	24,638.05	2,973,738.70
225-000-10101-000	CLAIM ON CASH - RECORDER TECHNOLOGY FUND	116,845.69	1,061.51	117,907.20
226-000-10101-000	CLAIM ON CASH-TREASURER TECH FUND	2,568.93	7.10	2,576.03
227-000-10101-000	CLAIM ON CASH - DISTRICT COURT AA FUND	17,725.01	146.23	17,871.24
230-000-10101-000	CLAIM ON CASH - JUSTICE COURT A A FUND	81,664.56	447.92	82,112.48
233-000-10101-000	CLAIM ON CASH - JUV COURT A A FUND	52,039.67	203.98	52,243.65
235-000-10101-000	CLAIM ON CASH - JUST CRT FACILITY FUND	215,024.59	890.30	215,914.89
240-000-10101-000	CLAIM ON CASH - FORENSIC FEE	1,197.93	3.28	1,201.21
250-000-10101-000	CLAIM ON CASH - STATE OF NEVADA	87,249.31	601,786.10	689,035.41
320-000-10101-000	CLAIM ON CASH - SCHOOL GENERAL FUND	132,765.92	1,332,788.57	1,465,554.49
996-000-10101-000	CLAIM ON CASH - UB UNAPPLIED CASH	32,641.42	(1,436.33)	31,205.09
TOTAL CLAIM ON CASH		125,775,522.04	1,196,570.17	126,972,092.21
CASH IN BANK				
Cash in Bank				
999-000-10102-000	CASH IN BANK - COUNTY CHECKING	(1,142.78)	0.00	(1,142.78)
999-000-10103-000	CASH IN BANK - DEPOSIT ACCOUNTS	11,890.20	107,303.50	119,193.70
999-000-10104-000	CASH IN BANK - CONCENTRATION	5,668,243.10	(1,434,103.33)	4,234,139.77
999-000-10105-000	CASH IN BANK - SILVER MONEY MARKET	1,791,116.86	2,000,348.85	3,791,465.71
999-000-10106-000	CASH IN BANK - LOCAL GOVERNMENT INVESTMEN	19,215,348.58	61,445.41	19,276,793.99
999-000-10107-000	CASH IN BANK - MEEDER INVESTMENT	99,313,501.46	278,851.86	99,592,353.32

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
999-000-10109-000	CASH IN BANK - NEW COUNTY CHECKING	(223,435.38)	182,723.88	(40,711.50)
999-000-11501-000	UB UNAPPLIED CREDIT	0.00	0.00	0.00
TOTAL: Cash in Bank		125,775,522.04	1,196,570.17	126,972,092.21
Wages Payable				
999-000-20200-000	WAGES PAYABLE	0.00	0.00	0.00
TOTAL: Wages Payable		0.00	0.00	0.00
TOTAL CASH IN BANK		125,775,522.04	1,196,570.17	126,972,092.21
DUE TO OTHER FUNDS				
999-000-24910-000	DUE TO OTHER FUNDS	125,775,522.04	1,196,570.17	126,972,092.21
TOTAL DUE TO OTHER FUNDS		125,775,522.04	1,196,570.17	126,972,092.21

Claim on Cash	126,972,092.21	**Claim on Cash**	126,972,092.21	**Cash in Bank**	126,972,092.21
Cash in Bank	126,972,092.21	**Due To Other Funds**	126,972,092.21	**Due To Other Funds**	126,972,092.21
Difference	0.00	**Difference**	0.00	**Difference**	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
010-000-29300-000	ACCOUNTS PAYABLE	484,790.01	(415,136.40)	69,653.61
012-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
014-000-29300-000	ACCOUNTS PAYABLE	236.81	(236.81)	0.00
015-000-29300-000	ACCOUNTS PAYABLE	1,193.07	(1,193.07)	0.00
020-000-29300-000	ACCOUNTS PAYABLE	11,143.92	(2,028.18)	9,115.74
025-000-29300-000	ACCOUNTS PAYABLE	944,168.28	(944,168.28)	0.00
030-000-29300-000	ACCOUNTS PAYABLE	41,298.35	(41,298.35)	0.00
035-000-29300-000	ACCOUNTS PAYABLE	41.53	(41.53)	0.00
040-000-29300-000	ACCOUNTS PAYABLE	450.90	(450.90)	0.00
042-000-29300-000	ACCOUNTS PAYABLE	43,675.55	(43,675.55)	0.00
044-000-29300-000	ACCOUNTS PAYABLE	958.52	(958.52)	0.00
045-000-29300-000	ACCOUNTS PAYABLE	1,296,152.79	(1,295,333.01)	819.78
046-000-29300-000	ACCOUNTS PAYABLE	130.14	(6.99)	123.15
048-000-29300-000	ACCOUNTS PAYABLE	2,019.92	(872.88)	1,147.04
050-000-29300-000	ACCOUNTS PAYABLE	2,069.40	(2,069.40)	0.00
060-000-29300-000	ACCOUNTS PAYABLE	616.17	(20.54)	595.63
070-000-29300-000	ACCOUNTS PAYABLE	1,346.80	(1,346.80)	0.00
100-000-29300-000	ACCOUNTS PAYABLE	62.82	(62.82)	0.00
110-000-29300-000	ACCOUNTS PAYABLE	4.46	(4.46)	0.00
120-000-29300-000	ACCOUNTS PAYABLE	1,397.12	(1,189.06)	208.06
125-000-29300-000	ACCOUNTS PAYABLE	899,848.12	(899,848.12)	0.00
127-000-29300-000	ACCOUNTS PAYABLE	179.29	(179.29)	0.00
150-000-29300-000	ACCOUNTS PAYABLE	2.10	(2.10)	0.00
155-000-29300-000	ACCOUNTS PAYABLE	9.47	(9.47)	0.00
160-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
165-000-29300-000	ACCOUNTS PAYABLE	0.00	25.07	25.07
170-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
175-000-29300-000	ACCOUNTS PAYABLE	53.05	(53.05)	0.00
180-000-29300-000	ACCOUNTS PAYABLE	80.13	(80.13)	0.00
190-000-29300-000	ACCOUNTS PAYABLE	1,884.61	(547.86)	1,336.75
220-000-29300-000	ACCOUNTS PAYABLE	773.88	(272.09)	501.79
225-000-29300-000	ACCOUNTS PAYABLE	10.72	(10.72)	0.00
226-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
227-000-29300-000	ACCOUNTS PAYABLE	1.61	(1.61)	0.00
230-000-29300-000	ACCOUNTS PAYABLE	7.49	(7.49)	0.00
233-000-29300-000	ACCOUNTS PAYABLE	4.80	(4.80)	0.00
235-000-29300-000	ACCOUNTS PAYABLE	19.77	(19.77)	0.00
240-000-29300-000	ACCOUNTS PAYABLE	0.00	0.00	0.00
250-000-29300-000	ACCOUNTS PAYABLE	779.69	(68.77)	710.92
320-000-29300-000	ACCOUNTS PAYABLE	(2,248.94)	2,248.94	0.00
TOTAL ACCOUNTS PAYABLE PENDING		3,733,162.35	(3,648,924.81)	84,237.54
DUE FROM OTHER FUNDS				
999-000-16010-000	DUE FROM GENERAL FUND	(484,790.01)	415,136.40	(69,653.61)
999-000-16012-000	DUE FROM PROPERTY SALE TRUST FUND	0.00	0.00	0.00
999-000-16014-000	DUE FROM RETIREE HLTH INS PREM FD	(236.81)	236.81	0.00
999-000-16015-000	DUE FROM FUTURE RESERVE FUND	(1,193.07)	1,193.07	0.00
999-000-16020-000	DUE FROM ROAD FUND	(11,143.92)	2,028.18	(9,115.74)
999-000-16025-000	DUE FROM REG TRANSPORTATION COMM	(944,168.28)	944,168.28	0.00
999-000-16030-000	DUE FROM AGRICULTURAL EXTENSION	(41,298.35)	41,298.35	0.00
999-000-16035-000	DUE FROM AGRICULTURAL DIST #15	(41.53)	41.53	0.00
999-000-16040-000	DUE FROM BLDG OPER&MAINT RES FUND	(450.90)	450.90	0.00
999-000-16042-000	DUE FROM CAPITAL PROJECTS FUND	(43,675.55)	43,675.55	0.00
999-000-16044-000	DUE FROM TOWN OF EUREKA FUND	(958.52)	958.52	0.00
999-000-16045-000	DUE FROM EUREKA WTR/SWR UTLTY FD	(1,296,152.79)	1,295,333.01	(819.78)
999-000-16046-000	DUE FROM CRESCENT VALLEY TOWN	(130.14)	6.99	(123.15)
999-000-16048-000	DUE FROM CV WATER UTILITY FUND	(2,019.92)	872.88	(1,147.04)
999-000-16050-000	DUE FROM EUREKA CO TV DISTRICT	(2,069.40)	2,069.40	0.00
999-000-16060-000	DUE FROM DIAMOND VALLEY WEED DIST	(616.17)	20.54	(595.63)
999-000-16070-000	DUE FROM DIAMOND VALLEY RODENT	(1,346.80)	1,346.80	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
999-000-16110-000	DUE FROM TOURISM FUND	(4.46)	4.46	0.00
999-000-16111-000	DUE FROM RECREATION FUND	(62.82)	62.82	0.00
999-000-16120-000	DUE FROM DEVIL'S GATE WATER DIST	(1,397.12)	1,189.06	(208.06)
999-000-16125-000	DUE FROM WATER MITIGATION FUND	(899,848.12)	899,848.12	0.00
999-000-16127-000	DUE FROM NAT RES MULT USE FUND	(179.29)	179.29	0.00
999-000-16150-000	DUE FROM RANGE IMPROVEMENT DIST 1	(2.10)	2.10	0.00
999-000-16155-000	DUE FROM RANGE IMPROVEMENT DIST 6	(9.47)	9.47	0.00
999-000-16160-000	DUE FROM DEPT OF MINERAL RESOURCE	0.00	0.00	0.00
999-000-16165-000	DUE FROM EUREKA CO. GAME BOARD	0.00	(25.07)	(25.07)
999-000-16170-000	DUE FROM ACCIDENT INDIGENT FUND	0.00	0.00	0.00
999-000-16175-000	DUE FROM EUREKA CO INDIGENT FUND	(53.05)	53.05	0.00
999-000-16180-000	DUE FROM HOSP CO INDG HOSP FUND	(80.13)	80.13	0.00
999-000-16190-000	DUE FROM LANDFILL FUND	(1,884.61)	547.86	(1,336.75)
999-000-16220-000	DUE FROM ASSR TECH FND NRS361.530	(773.88)	272.09	(501.79)
999-000-16225-000	DUE FROM RECORDER TECHNOLOGY FUND	(10.72)	10.72	0.00
999-000-16230-000	DUE FROM JUSTICE COURT A A FUND	(9.10)	9.10	0.00
999-000-16233-000	DUE FROM JUV COURT A A FUND	(4.80)	4.80	0.00
999-000-16235-000	DUE FROM JUST CRT FACILITY FUND	(19.77)	19.77	0.00
999-000-16240-000	DUE FROM FORENSIC FEE	0.00	0.00	0.00
999-000-16250-000	DUE FROM STATE OF NEVADA	(779.69)	68.77	(710.92)
999-000-16320-000	DUE FROM SCHOOL GENERAL FUND	2,248.94	(2,248.94)	0.00
TOTAL DUE FROM OTHER FUNDS		(3,733,162.35)	3,648,924.81	(84,237.54)
ACCOUNTS PAYABLE				
999-000-29300-000	ACCOUNTS PAYABLE	3,733,162.35	(3,648,924.81)	84,237.54
TOTAL ACCOUNTS PAYABLE		3,733,162.35	(3,648,924.81)	84,237.54

AP Pending	84,237.54	**AP Pending**	84,237.54	**Due From Other Funds**	84,237.54
Due From Other Funds	84,237.54	**Accounts Payable**	84,237.54	**Accounts Payable**	84,237.54
Difference	0.00	**Difference**	0.00	**Difference**	0.00

MAIN CONFERENCE

THURSDAY, NOVEMBER 12, 2026 - 8:00 AM TO 4:30 PM

Reunion Ballrooms E-H

8:00 AM to 8:20 AM - Opening Ceremonies, Opening Session: Janel Rodriguez & Mark Andrews (Forever 15 Project)

8:20 AM - Opening Keynote Partner Demonstration and Introduction by CEIA USA

8:30 AM to 11:20 AM (break from 9:45-10:00)- **Plenary Session #1**: Jermaine Galloway, the Tall Cop, *New and Emerging Opioid Trends and Other Drug Trends*

11:30 AM to 1:00 PM - **Lunch and Plenary Session #2:** Dr. Matthew Curran, *From Controlled Substances to Convenience Store Shelves*

Reunion Ballroom A

1:15 PM to 2:45 PM - **Breakout Session #1:** Jake Boyd, *Protecting Children Through Interdiction: A Law Enforcement Overview*

Reunion Ballroom B

1:15 PM to 2:45 PM - **Breakout Session #1:** Dr. Matthew Curran, *How To Use Food Safety and Other Laws to Regulate New and Emerging Drugs / Substances*

Reunion Ballroom C

1:15 PM to 2:45 PM - **Breakout Session #1:** Erin Wick, *Comprehensive Student Support: Modern Approaches That Deliver*

Reunion Ballrooms E-H

1:15 PM to 2:45 PM - **Breakout Session #1:** Dr. Kelly Olson, *Lay of the Land: Encouraging Signs and Persistent Challenges Dot the Terrain of America's Evolving Drug Use Epidemic*

2:45 PM to 3:00 PM BREAK

Reunion Ballroom A

3:00 PM to 4:15 PM - **Breakout Session #2:** David Gomez**,** *Screens, Substances, AI / Synthetic Reality*

Reunion Ballroom B

3:00 PM to 4:15 PM - **Breakout Session #2:** Jody Heavilin & Kenneth Williams, *Addressing the Rapidly Evolving Alcohol Landscape Through Policy and Strategic Partnerships*

Reunion Ballrooms C

3:00 PM to 4:15 PM - **Breakout Session #2**: Kym Laube, *Building Protection and Reducing Risk*

Reunion Ballroom E-H

3:00 PM to 4:15 PM - **Breakout Session #2:** Joseph O. Jones, Ph.D., *Cychlorphine: Real-Time Surveillance of an Emerging Synthetic Opioid Class*

Reunion Ballrooms E-H

4:15 PM - Closing / Raffle (must be present to win)

FRIDAY, NOVEMBER 13, 2026 - 8:00 AM TO 4:30 PM

Reunion Ballrooms E-H

8:00 AM to 8:15 AM - Opening, Sponsor, Agenda

8:15 AM to 9:30 AM - **Plenary Session #4:** Robert Hayes & Rich Grosfelt, *From Weed to Shrooms: What We Need To Know About Psilocybin Legalization and Dosing*

Reunion Ballrooms E-H

9:45 AM to 11:00 AM - **Breakout Session #3:** Israel Morrow, *How Society Drug Trends Reflect an Alcohol Trend Shift*

Reunion Ballroom A

9:45 AM to 11:00 AM - **Breakout Session #3:** Rebecca Chiasson, *"Tox Dirty to Me" Understanding and Deciphering Toxicology Results*

Results

Reunion Ballroom B

9:45 AM to 11:00 AM - **Breakout Session #3:** Ben Gillenwater, *What Professionals Need To Know About Threats, Dangers, and Warning Signs of Kids on the Internet*

Reunion Ballrooms C

9:45 AM to 11:00 AM - **Breakout Session #3:** Julie Dreifaldt, *Cutting Through the Hype: THC, Psychedelics, and the Misleading Messages Today's Youth are Hearing*

Reunion Ballrooms E-H

11:30 AM to 1:00 PM - **Lunch and Plenary Session #5:** Kym Laube, *Prevention, Enforcement, Recovery, and Education: How the Connection Can Save Lives*

1:00 PM to 1:15 PM - BREAK

Reunion Ballrooms E-H

1:15 PM to 2:45 PM - **Breakout Session #4:** Rich Grosfelt, *Fake Prescription Pills and Fentanyl: What's Next? An Update on the Current Opioid Situation*

Reunion Ballroom A

1:15 PM to 2:45 PM - **Breakout Session #4:** Mark Baxter, *Fake IDs, Real Lives: The Latest Tools & Tactics for Preventing Bad Decisions*

Reunion Ballroom B

1:15 PM to 2:45 PM - **Breakout Session #4:** Jennifer Beasley, *From Posts to School Safety: How Schools/Campus Professionals Can Keep Students Safe Through Social Media and Conversation*

Reunion Ballroom C

1:15 PM to 2:45 PM - **Breakout Session #4:** Kyle McCall, *From Enforcement to Assessment: Clinical Thinking in Drug-Related Field Encounters*

2:45 PM to 3:00 PM BREAK

Reunion Ballrooms E-H

3:00 PM to 4:15 PM - **Plenary Session #6:** Steven H. Fischer & 2nd Special Agent, *From the Lab to the Streets: A Law Enforcement Perspective on Methamphetamine*

4:15 PM to 4:30 PM - Closing / Evaluation / Certificates of Attendance / Raffle

EUREKA COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST FORM

The Eureka County Board of Commissioners meets the first and third Tuesday of each month beginning at 9:30 a.m. Requests for an agenda item must be submitted seven calendar days prior to the meeting.

- NOTE: Content of the Board's agenda is subject to approval by the Chairman.
- Topics may be limited to those that are relevant to, or within the authority of, the County Commission.
- Completing this form does not guarantee that the requested item will appear on the published agenda.

1. Person or Organization requesting agenda item: (Printed name and signature)

Stephen Zimmerman

2. Contact Information (email address, telephone, mailing address):

szimmerman@eurekacountynv.gov - 775-237-5450 - P.O. Box 11, Eureka, NV 89316

3. Date of Commission meeting for which you are making this request:

10/6/2026

4. Agenda Item:

Discuss, approve or deny out of state travel for Stephen Zimmerman and Marilyn Strickland-Adams to travel to Dallas, TX on November 11-13, 2026 for the Emerging Drug Trends Conference.

5. Select one: ☒ FOR POSSIBLE ACTION ☐ FOR DISCUSSION ONLY

For ACTION items, please describe the specific action you are requesting from the Board:

Approve out of state travel for Stephen Zimmerman and Marilyn Strickland-Adams to go to the Emerging Drug Trends Conference in Dallas, TX on November 11-13, 2026

6. List any supporting materials and attach copies to this request form:

Emerging Drug Trends Conference Schedule.

7. Provide any additional information that may be helpful in relation to your agenda request:

Return completed form to:
Eureka County Clerk Recorder
Katherine J. Bowling
10 S. Main St./PO Box 540
Eureka, NV 89316
(775) 237-5263
CountyCommission@eurekacountynv.gov

EUREKA COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST FORM

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1. Person or Organization requesting agenda item: (Printed name and signature)

Stephen Zimmerman

2. Contact Information (email address, telephone, mailing address):

szimmerman@eurekacountynv.gov - 775-237-5450 - P.O. Box 11, Eureka, NV 89316

3. Date of Commission meeting for which you are making this request:

10/6/2026

4. Agenda Item:

Discuss, approve, or deny adopting a Proclamation declaring October 26th – 29th, as Red Ribbon Week commemorating the National Drug Prevention Campaign, with local events and activities sponsored by Eureka County Juvenile Probation. (For Possible Action)

5. Select one: ☒ FOR POSSIBLE ACTION ☐ FOR DISCUSSION ONLY

For ACTION items, please describe the specific action you are requesting from the Board:

Proclaim Eureka County's participation in Red Ribbon Week to join along with the Eureka County School Board of Trustees.

6. List any supporting materials and attach copies to this request form:

Red Ribbon Week Proclamation

7. Provide any additional information that may be helpful in relation to your agenda request:

Return completed form to:
Eureka County Clerk Recorder
Katherine J. Bowling
10 S. Main St./PO Box 540
Eureka, NV 89316
(775) 237-5263
CountyCommission@eurekacountynv.gov

EUREKA COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM REQUEST FORM

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- Completing this form does not guarantee that the requested item will appear on the published agenda.

1. Person or Organization requesting agenda item: (Printed name and signature)

Stephen Zimmerman

2. Contact Information (email address, telephone, mailing address):

szimmerman@eurekacountynv.gov - 775-237-5450 - P.O. Box 11, Eureka, NV 89316

3. Date of Commission meeting for which you are making this request:

10/6/2026

4. Agenda Item:

Discuss, approve or deny a temporary credit limit increase on the County purchasing cared issued to Steve Zimmerman, in the amount of $2,000 ($3,000 total), for the months of October of 2026 for the purchases of registration costs and hotel costs for the Emerging Drug Trends Conference in Dallas, TX on November 11-13/ 2026..

5. Select one: ☒ FOR POSSIBLE ACTION ☐ FOR DISCUSSION ONLY

For ACTION items, please describe the specific action you are requesting from the Board:

Approve temporary credit card increase for Stephen Zimmerman to pay for conference registration and hotel costs for the conference.

6. List any supporting materials and attach copies to this request form:

Emerging Drug Trends Conference Schedule.

7. Provide any additional information that may be helpful in relation to your agenda request:

Return completed form to:
Eureka County Clerk Recorder
Katherine J. Bowling
10 S. Main St./PO Box 540
Eureka, NV 89316
(775) 237-5263
CountyCommission@eurekacountynv.gov

PROCLAMATION
2026 RED RIBBON WEEK

WHEREAS, The NATIONAL RED RIBBON WEEK CAMPAIGN, will be observed October 23-31, 2026 in Eureka County, and shall be known as "Red Ribbon Week"; and

WHEREAS, The Eureka County Juvenile Probation Department will be the chairperson of the county wide focus on a "Drug Free America"; and

WHEREAS, The Red Ribbon Campaign is a comprehensive drug-abuse prevention education program designed to create awareness, build coalitions, and support healthy, drug-free lifestyles; and

WHEREAS, The Red Ribbon Campaign is a catalyst to mobilize communities into action and create a drug-free environment in every neighborhood in Nevada by wearing and displaying red ribbons during the week-long campaign; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners and the School Board of Trustees of Eureka, Nevada do hereby support and set October 23-31, 2026, as "RED RIBBON WEEK", and encourage all citizens to participate in drug awareness and education activities, making a visible statement that we are strongly committed to a drug-free healthy lifestyle.

BE IT FURTHER RESOLVED, that the Board of County Commissioners and the School Board Trustees of Eureka, Nevada encourages all students, faculty, employees, administration, and elected officials, to pledge to remain drug free with this year's theme –

"MAKE A DIFFERENCE, BE A HERO, STAY DRUG FREE"

_____ Dated: _____
President, Eureka County School Board of Trustees

ATTEST: _____
Clerk

_____ Dated: _____
Chairman, Eureka County Commissioners

ATTEST: _____
Clerk

FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
EUREKA COUNTY ON BEHALF OF
THE EUREKA COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as COUNTY, and **EUREKA COUNTY** on behalf of the **EUREKA COUNTY SHERIFF'S OFFICE,** hereinafter referred to as USER.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, COUNTY and USER may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, USER desires to acquire the assistance of COUNTY in providing USER the use of COUNTY'S Forensic Support Facilities and Services;

WHEREAS, COUNTY desires to provide its assistance to USER in regard to the use of COUNTY'S Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, COUNTY shall provide for USER forensic analyses within the existing capabilities of COUNTY as set forth in **EXHIBIT A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of COUNTY change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

COUNTY staff shall be available, upon reasonable notice should USER require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for USER pursuant to this Agreement.

A. For Fiscal Year 2026/2027 USER agrees to pay COUNTY in accordance with the Fee Schedule attached as **EXHIBIT B** and as described in **EXHIBIT C** retroactive to July 1, 2026 to June 30, 2027. USER will pay for each service COUNTY provides to USER for forensic services requested between July 1, 2026 and June 30, 2027, rather than a flat fee. Services will be billed at the rate charged when the service was requested regardless of when the request was fullfilled or completed.

1052

B. USER will be invoiced quarterly for work completed and the COUNTY will include information related to all services provided by the COUNTY to the USER. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by COUNTY. USER shall designate where COUNTY shall send invoices and notify COUNTY where invoice must be sent.

C. In the event, during any fiscal year covered by this Agreement, COUNTY shall increase its forensic laboratory services beyond those set-forth in **EXHIBIT B**, the parties agree to negotiate, in good faith, an increase in the fees charged by COUNTY to USER to compensate COUNTY for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in fees shall be due and payable in full within 30 days after execution of said addendum.

D. In the event that the governing body of COUNTY fails to obligate any funds necessary to carry out the duties created hereunder beyond COUNTY's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

E. During the term of this Agreement, in the event that COUNTY shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of COUNTY to perform for USER, USER shall reimburse COUNTY in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by COUNTY for any such consultation services.

F. COUNTY shall provide testimony in any legal proceedings for forensic work completed by the COUNTY for the USER as outlined in EXHIBIT A without additional fees.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection this Agreement, including the services to be provided pursuant to this Agreement.

COUNTY agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any negligent act or omission to act on the part of any officers, employees, and agents of COUNTY in connection with COUNTY's services to be provided pursuant to this Agreement.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2026 and terminate as of June 30, 2027 for items submitted between July 1, 2026 and June 30, 2027.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice. USER will be provided a final bill up to date to the termination date.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to COUNTY. Any such renewal shall be contingent upon the parties agreeing to the fees to be charged by COUNTY to USER.

5. GOVERNING LAW AND VENUE: This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court in and for the State of Nevada for all actions arising out of this Agreement. The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under Chapter 41 of Nevada Revised Statutes in all cases.

6. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

7. ASSIGNMENT: Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of all parties.

8. RECORD KEEPING: COUNTY and USER will maintain complete records to comply with Nevada Public Records Act pursuant to NRS Chapter 239. COUNTY has legal obligation to disclose documents in its legal custody and control unless a record is confidential by statutory or common law.

9. BREACH: Failure of either party to perform any obligation of this Agreement shall be deemed a breach. In the event of a breach, the non-breaching party must notify the breaching party and give thirty (30) day notice to remedy the breach. If the breach is not remedied after thirty days, the non-breaching party may terminate this Agreement and may pursue legal remedies.

DATE: 7/28/26

BY:
WASHOE COUNTY SHERIFF

DATE: August 25, 2026

BY:
CHAIR
WASHOE COUNTY COMMISSION

DATE: August 25, 2026

ATTEST:
WASHOE COUNTY CLERK

DATE: _____

BY: _____
EUREKA COUNTY SHERIFF
MILES UMINA

DATE: _____

BY: _____
CHAIR
EUREKA COUNTY COMMISSION

DATE: _____

BY: _____
EURKEA COUNTY CLERK

Exhibit A

Scope of Work

Accredited forensic services provided by the Washoe County Sheriff's Office – Forensic Science Division (FSD) and covered within this agreement can be found on the FSD's Scope of Accreditation. The Scope of Accreditation is attached to this Exhibit or can be found on the Washoe County Sheriff's Office website.

Crime Scene Response (24 hours a day / 7 days a week response)
The FSD responds to the following types of crimes

- Arson with loss of life and serial arsonist
- Homicide
- Attempted homicide
- Officer Involved Shootings (OIS)
- Questionable deaths with detective involvement
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon
- Battery with substantial bodily injury
- High loss burglary
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected

Toxicology
Refer to the Washoe County Sheriff's Office website for a list of drugs the Toxicology Section can screen and confirm.

For any questions contact the Washoe County Sheriff's Office Forensic Science Division Director:

Steven Johnson
sjohnson@washoecounty.gov
775-328-2800

ANAB

ANSI National Accreditation Board

CERTIFICATE OF ACCREDITATION

The ANSI National Accreditation Board

Hereby attests that

Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd., Reno, Nevada 89512 USA

Fulfills the requirements of

ISO/IEC 17025:2017

Accreditation Requirements for Forensic Testing and Calibration (2023)

FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020

FBI Quality Assurance Standards for DNA Databasing Laboratories:2020

In the field of

Forensic Testing

This certificate is valid only when accompanied by a current scope of accreditation document.
The current scope of accreditation can be verified at www.anab.org.

Pamela L. Sale, Vice President, Forensics

Expiry Date: 31 October 2026
Certificate Number: FT-0040

ANAB

ANSI National Accreditation Board

ilac-MRA

ANAB
ANSI National Accreditation Board

SCOPE OF ACCREDITATION TO:
ISO/IEC 17025:2017
Accreditation Requirements for Forensic Testing and Calibration (2023)
FBI Quality Assurance Standards for Forensic DNA Testing Laboratories:2020
FBI Quality Assurance Standards for DNA Databasing Laboratories:2020

Washoe County Sheriff's Office Forensic Science Division

911 Parr Blvd.
Reno, Nevada 89512 USA

FORENSIC TESTING

ISO/IEC 17025 Accreditation Granted: 29 May 2014

Certificate Number: FT-0040 Certificate Expiry Date: 31 October 2026

Discipline: Biology		
Component/Parameter	**Item**	**Key Equipment/Technology**
DNA Profile Determination	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
DNA Profile Determination (Database Samples)	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
Individual Characteristic Database	DNA Profile	National DNA Index System (NDIS)
Physical Comparison	DNA Profile	Software Program
Qualitative Determination	Body Fluid Epithelial Cell	Capillary Electrophoresis Chemical Fluorescence Spectroscopy General Microscopy Immunoassay

Discipline: Rapid DNA		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
DNA Profile Development	Short Tandem Repeat (STR)	Capillary Electrophoresis

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Discipline: Firearms and Toolmarks		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
Distance Determination	Firearm Physical Item	Chemical General Microscopy Measuring Equipment
Function Evaluation	Air Gun Firearm	Dead Weight Measuring Equipment Visual
Individual Characteristic Database	Ammunition	National Integrated Ballistic Information Network (NIBIN)
Physical Comparison	Ammunition	General Microscopy Visual
Qualitative Determination	Ammunition Firearm Metal Nitrate/Nitrite Tool	Chemical General Microscopy Measuring Equipment Reference Collection
Serial Number Restoration	Physical Item	Chemical General Microscopy Magnetic Visual
Trajectory Determination	Inspection/Test Result Physical Item	Measuring Equipment

Discipline: Friction Ridge		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
Enhancement	Ridge Detail	Chemical Physical Software Program
Individual Characteristic Database	Ridge Detail	Next Generation Identification System (NGI)
Physical Comparison	Ridge Detail	Software Program Visual
Qualitative Determination	Blood	Chemical

Discipline: Scene Investigation		
Component/Parameter	**Item**	**Key Equipment/Technology**
Field Sampling	Physical Item	Not Applicable
Enhancement	Physical Item	Chemical

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		Physical Software Program
Qualitative Determination	Body Fluid Metal Physical Item	Chemical Metal Detector Visual

Discipline: Seized Drugs		
Component/Parameter	**Item**	**Key Equipment/Technology**
Qualitative Determination	Botanical Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Raman Spectroscopy Visual
Weight Measurement	Botanical Liquid Solid	Balance

Discipline: Toxicology – General Testing		
Component/Parameter	**Item**	**Key Equipment/Technology**
Qualitative Determination	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Qualitative Determination (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography
Quantitative Measurement	Ante-Mortem Biological Item	Gas Chromatography Immunoassay Liquid Chromatography Mass Spectrometry
Quantitative Measurement (Volatiles)	Ante-Mortem Biological Item	Gas Chromatography

When published on a forensic service provider's Scope of Accreditation, ANAB has confirmed the competence required to develop and validate methods and perform on-going quality assurance for accredited activities. For a listed component/parameter, the forensic service provider may add or modify methods for activities without formal notice to ANAB for items and key equipment/technology listed. Contact the forensic service provider for information on the method utilized for accredited work.

Pamela L. Sale
Vice President, Forensics

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Exhibit B – Fiscal Year 27 Fee Schedule

Service Name	FY27 Rates
DNA FEES	
DNA – Reference Sample (Rate per Sample)	$456
DNA – Per Sample (Rate per Evidence Samples)	$1606
DNA – Stop at Quantification or Interpretation Only (Rate per Sample)	$1103
DNA – Sexual Assault Kit (Kit includes 1 Reference and 3 Evidence Samples)	$1912
DNA – Report Only	$274
DNA – Per Hour	$137
FIREARMS FEES	
Firearms – Per Hour	$164
CRIME SCENE FEES	
Crime Scene – 4 Staff	$30,261
Crime Scene – 3 Staff	$9,782
Crime Scene – 2 Staff	$4,163
Crime Scene – 1 Staff	$2,579
Crime Scene – Per Hour	$131
LATENT PRINT FEES	
Latent Print Comparisons – Per Hour	$124
Latent Print Processing – Per Hour	$131
OTHER FEES	
Controlled Substances – Per Assignment (Up to 5 Exhibits)	$834
TOXICOLOGY FEES	
Toxicology (Alcohol, Blood Test) – Per Sample	$157
Toxicology (Drug Screen, Blood Test) – Per Sample	$350*
Toxicology (Drug Confirmation, Blood Test) – Per Sample	$536

*Drug Screens will be performed as part of an OTS Grant and the cost of this service will not be billed to the submitting agency.

Exhibit C – Description of Services

Service Name	Description
DNA Fees	
DNA – Reference Sample	The fee to analyze one reference sample. Multiple reference samples may be required per assignment, and this charge will be applied per submitted sample.
DNA – Per Sample	The fee to analyze one evidential DNA sample through the interpretation and report writing process. Multiple evidential samples may be collected from a single piece of evidence, and this charge will be applied for each sample processed.
DNA – Stop at Quantification (Lab)	The fee for an evidential DNA sample that does ***not*** move forward to the interpretation process, and the DNA analysis is stopped at the quantification step.
DNA – Interpretation Only	The fee to compare a DNA profile to a previously generated profile with no laboratory work performed.
DNA – Sexual Assault Kit	The fee to process one DNA Sexual Assault Kit. The "Kit" includes testing for one reference sample and up to three evidential samples. Any additional reference samples will be charged at the ***Reference Sample*** rate and additional evidential samples will be charged at the ***Per Sample*** or ***Stop at Quantification*** rate, as appropriate.
DNA – Report Only	The fee to generate a report ***without*** any other work performed by the laboratory. This typically occurs when a case is outsourced to another laboratory.
DNA – Hour	The hourly rate used for work ***not*** outlined in the above charges. This typically occurs when items of evidence are screened for biological samples, but no samples are collected and forwarded for DNA analysis. In this example, the hourly rate will be used for the time spent screening the evidence and writing the report.
DNA Assignment Example	An agency submits a case with three evidence items and two reference samples. Three biological samples were collected from one item of evidence, and two biological samples were collected from each of the other two evidence items (total of ***seven*** evidence samples). **Five** evidence samples were processed through the interpretation and report writing process, **two** evidence samples were stopped at quantification, and the **two** reference samples were processed. The agency would be billed for: **DNA – Per Sample** x 5 samples **DNA – Stop at Quantification** x 2 samples **DNA – Reference Sample** x 2 The number of biological samples collected necessary to support the testing request will be determined by the laboratory.

Latent Print Fees	
Latent Print Comparisons – Per Hour	The hourly rate used for all work performed in the latent print comparison section.
Latent Print Processing – Per Hour	The hourly rate used for all work performed in the latent print processing section.

Firearms Fees	
Firearms – Per Hour	The hourly rate used for all work performed in the firearms sections, including trajectory analysis.

Exhibit C – Description of Services

Crime Scene Fees	
Crime Scene – 1 Staff	The fee for a request for Crime Scene service for **X** number of analysts. A request for service may include one or multiple scenes or multiple requests for service. The rate charged will be for the number of analysts needed to complete each request for service per case. For example, one request for service may have four small scenes (primary, secondary, victim, and suspect) and would only require one analyst to manage that request. In this example, the agency would be charged the ***Crime Scene - 1 Staff*** rate. Conversely, a request for service may include one large scene which requires 3 analysts (i.e. large shooting scene with multiple weapons, multiple shooting locations within the scene, and a large volume of evidence to collect and process on scene). In this example, the agency would be charged with the ***Crime Scene - 3 Staff*** rate. Most of the requests for Crime Scene services only require one or two analysts. A case could have multiple requests for service. Using the first example, after the first request was processed with one analyst, the agency added a separate request for vehicle processing. This request only requires one analyst, and the agency would be charged a second, ***Crime Scene - 1 Staff*** rate. Suspect and victim processing may be considered a separate scene when additional staff is requested by the agency for processing. Using the first example again, if one analyst is working on the primary scene and the agency requests a second analyst to process a suspect, the agency will be charged at the ***Crime Scene - 1 Staff*** rate for the initial request and the ***Crime Scene - 1 Staff*** rate for the secondary request (suspect processing). The number of analysts needed to work a scene will be determined by the laboratory and will be based on the complexity of the scene. Each scene will typically be worked start to finish before moving to another scene.
Crime Scene – 2 Staff	
Crime Scene – 3 Staff	
Crime Scene – 4 Staff	
Crime Scene – Per Hour	The hourly rate used to travel to a scene outside of Washoe County. The agency will be charged from Portal to Portal.

Controlled Substances Fees	
Controlled Substances – Per Assignment	Fee for a completed assignment, ***up to five exhibits*** tested. Exhibits are tested as needed to support the highest criminal charge(s). When more than five exhibits are tested, additional assignments will be created. Exhibits are substances with the same general makeup (white powder, crystalline substance, black tar material, etc.) and multiple similar items from the same evidence package can be one exhibit or a single item of evidence may contain multiple exhibits if different.

Toxicology Fees	
Toxicology (Alcohol, Blood Test)	Fee for each completed blood alcohol test. Cases with three-part blood draws will be charged for each alcohol blood draw tested.
Toxicology (Drug Screen, Blood Test)	Fee to screen a blood sample for the presence of controlled substances.
Toxicology (Drug Confirmation, Blood Test)	Fee to confirm the presence of controlled substances in a blood sample. A ***Drug Screen*** will occur prior to a ***Drug Confirmation***. When a request is submitted to analyze a blood sample for alcohol and drugs and the alcohol result is greater than 0.100, only a ***Drug Screen*** will be performed. The agency can make an additional ***Drug Confirmation*** request to confirm the drugs identified in the ***Drug Screen***.

McCuen Construction, Inc. Lic CA #880160 NV #0085540
COMMERCIAL, GENERAL ENGINEERING AND BUILDING CONTRACTOR
McCuen Construction, Inc. 3269 Swetzer Road, Loomis CA 95650 Ph: 916-652-7824 Fax: 916-652-7602

CHANGE ORDER REQUEST No.

PROJECT NAME: Eureka SRE Building and Windsocks
PROJECT NO: 25-105 DATE: 05/07/26
Owner: Eureka County Public Works

PUBLIC WORKS DIRECTOR: Jeb Rowley
PRIME CONTRACTOR: McCuen Construction Inc.

Description: Sawcut, demo/remove existing concrete valley gutter. Excavate 6" depth and install 6" new base. Form and pour 1,700 SF of 6" concrete drainage swale.

	General Contractor Direct Costs	
	Additive Costs	
A	Equipment	$ -
B	Material	$ -
C	Labor	$ -
D	Subtotal of Additive Cost	$ -
	Deductive Cost (*use minus sign to denote negative figures)*	
E	Labor	$ -
F	Material	$ -
G	Equipment	$ -
H	Subtotal of Deductive Cost	$ -
I	General Contractor's Total Direct Cost (Line D + H)	$ -
J	General Contractor's Mark-up (15%)	$ -
K	**Total General Contractor Direct Costs + Mark-up (Line I + J)**	$ -

L	**Subcontractor's**		**Costs**
	Element	$	87,991.00
		Total:	$ 87,991.00
L.1	Total of all Subcontractor Direct Costs	$	87,991.00
M	Subcontractor Mark-up		Included Above

N	General Contractor's Mark-up on Subcontractor Work (7% of Line "L.1" Total)	$	6,159.37
O	**Subtotal General Contractor Change Request** (Line K + L + M + N)	**$**	**94,150.37**
P	**Total General Contractor Change Request** (Line K + L + M + N + O)	**$**	**94,150.37**

Additional Days Requested: 0

Comments:

END OF DOCUMENT

Proposal Eureka Airport-Concrete Valley Gutter Addition

Date: 05/07/2026

Thank you for the opportunity to provide pricing for this project. Element Construction hereby submits this proposal, which includes the following items of work, with exceptions as noted:

Description of work

• Mobilization	$2,800.00
Option #1	
• Sawcut, demo/remove existing concrete valley gutter.	$9,436.00
• Form, install owner supplied rebar and pour 1,700SF of 8” thick concrete drainage swale.	$64,920.00
Total for option #1	**$77,156.00**
Option #2	
• Sawcut, demo/remove existing concrete valley gutter and excavate down 8” for new base.	$11,475.00
• Supply, install and compact 8” of type II base.	$8,796.00
• Form, install owner supplied rebar and pour 1,700SF of 8” thick concrete drainage swale.	$64,920.00
Total for option #2	**$87,991.00**

Notes

-Element Construction herby proposes to furnish all mobilization labor and supervision necessary to complete the above listed terms of work.
-Element Construction is not responsible for cracking, shrinkage, discoloration or crazing.
-This proposal is only good for 15 days.
-Existing valley gutter assumed at 6" with rebar. Any deviation from this must be negotiated prior to work being completed.
-Quoted with saw cutting along each side of the existing valley gutter and removing concrete only. No asphalt patching included.

Not Included in this Proposal

1. The cost of any changes in the scope of work not defined before this proposal was offered.
2. Does not include site fencing or traffic control.
3. Does not include any survey or quality control.
4. Does not include ground heater or winter conditions.
5. Does not include any asphalt patching.

Please feel free to contact me if you have any questions. Thank you for giving us the opportunity to be of service to you.

Sincerely,

Jesse Lednisky

Acceptance

The undersigned hereby authorizes Element Construction to furnish all materials and labor required to complete the work mentioned in the hereinabove proposal and understands what all is included. The undersigned agrees to pay the amount stated in the said proposal upon presentation of billing.

Name_____ Signature_____

Company_____ Date_____

SIERRA NEVADA CONSTRUCTION, INC.

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic. 25565 CA lic. 593393

May 6, 2026

Project: Eureka County – Snow Removal Equipment Storage Building
Subject: Valley Gutter Replacement

Mr. Mori,

Sierra Nevada Construction (SNC) is pleased to provide pricing for the replacement of 1,700 square feet of concrete valley gutter at the Eureka Airport. The pricing is based on a continuous slope from the flowline to the edge of asphalt. It also assumes that No. 6 rebar will be supplied by Eureka County; however, the pricing does include No. 4 bars bent for use as horizontal cross-member reinforcement. Concrete is 4000 PSI

8" Reinforced Valley Gutter	**1700 SF**	**$49.50/SF**	**$84,150.00**

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.

NOTICE OF AWARD

Date of Issuance: 9/24/2026

Owner:	**Eureka County**	Owner's Contract No.:	**EU-2026-544**
Engineer:	**Lumos & Associates, Inc.**	Engineer's Project No.:	**12577.000**
Project:	**Eureka Airport (05U) – Valley Gutter Replacement**	IIJA Project No:	**3-32-0007-023-2026**
		Contract Name:	
Bidder:	**Sierra Nevada Construction, Inc.**		
Bidder's Address:	**2055 East Greg Street**		
	Sparks, NV 89435		

6TO BIDDER:

You are notified that Owner has accepted your Bid dated [__**September 24, 2026**_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Work generally includes but is not limited to: remove and replace approximately 1,700 square feet of concrete valley gutter.

The Contract Price of the awarded Contract is: $ **84,150** *[note if subject to unit prices, or cost-plus]*

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

[1] set of the Drawings will be delivered electronically, separately from the other Contract Documents upon request.

You must comply with the following conditions precedent within **10** days of the date of receipt of this Notice of Award:

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

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

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

Owner: _____

(Authorized Signature)

By: _____

(Printed Name)

Title: _____

Copy: Engineer

++ END OF NOTICE OF AWARD++

PERFORMANCE BOND

CONTRACTOR *(name and address)*:
Sierra Nevada Construction, Inc.
2055 East Greg Street
Sparks, NV 89435

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Eureka County
701 S. Main Street
Eureka, NV 89316

CONSTRUCTION CONTRACT
Effective Date of the Agreement: 10/1/2026
Amount: $84,150
Description *(name and location)*: Eureka Airport (05U) – Valley Gutter Replacement

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

Sierra Nevada Construction, Inc.
2055 East Greg Street
Sparks, NV 89435

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Eureka County
701 S. Main Street
Eureka, NV 89316

CONSTRUCTION CONTRACT
Effective Date of the Agreement: 10/1/2026
Amount: $84,150
Description *(name and location)*: Eureka Airport (05U) – Valley Gutter Replacement

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the

state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Eureka County ("Owner") and Sierra Nevada Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a 1,700 square foot concrete valley gutter

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Eureka Airport (05U) – Valley Gutter Reconstruction Project.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Lumos & Associates, Inc.

3.02 The Owner has retained Lumos & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 31st, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 10, 2026.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ 2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate established in NRS 338.515 ~~of _____ percent per annum~~.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages i to 64, inclusive).
5. Supplementary Conditions (pages 1 to 31, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: Eureka Airport Valley Gutter
8. Addenda (numbers ___ to ___, inclusive). Bidder to Fill In
9. Exhibits to this Agreement (enumerated as follows): Bidder to Fill In
    a. Contractor's Bid (pages ___ to ___, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Eureka County	
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
	License No.: *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

NOTICE TO PROCEED

Owner:	Eureka County	Owner's Contract No.:	**EU-2026-544**
Contractor:	Sierra Nevada Construction, Inc.	IIJA Project No:	**3-32-0007-023-2026**
Engineer:	Lumos & Associates	Engineer's Project No.:	12577.00
Project:	Eureka Airport (05U) – Valley Gutter Replacement	Contract Name:	
		Effective Date of Contract:	10/1/2026

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [__October 1, _____, 2026_]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, the contractor may begin submitting materials, material procurement, and permits.

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

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1

1.01 Defined Terms 1

1.02 Terminology 5

Article 2 – Preliminary Matters 6

2.01 Delivery of Bonds and Evidence of Insurance 6

2.02 Copies of Documents 6

2.03 Before Starting Construction 6

2.04 Preconstruction Conference; Designation of Authorized Representatives 7

2.05 Initial Acceptance of Schedules 7

2.06 Electronic Transmittals 7

Article 3 – Documents: Intent, Requirements, Reuse 8

3.01 Intent 8

3.02 Reference Standards 8

3.03 Reporting and Resolving Discrepancies 8

3.04 Requirements of the Contract Documents 9

3.05 Reuse of Documents 10

Article 4 – Commencement and Progress of the Work 10

4.01 Commencement of Contract Times; Notice to Proceed 10

4.02 Starting the Work 10

4.03 Reference Points 10

4.04 Progress Schedule 10

4.05 Delays in Contractor's Progress 11

Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 12

5.01 Availability of Lands 12

5.02 Use of Site and Other Areas 12

5.03 Subsurface and Physical Conditions 13

5.04 Differing Subsurface or Physical Conditions 13

5.05 Underground Facilities 15

5.06 Hazardous Environmental Conditions at Site 16

Article 6 – Bonds and Insurance 18
6.01 Performance, Payment, and Other Bonds 18
6.02 Insurance—General Provisions 19
6.03 Contractor's Insurance 20
6.04 Owner's Liability Insurance 22
6.05 Property Insurance 22
6.06 Waiver of Rights 24
6.07 Receipt and Application of Property Insurance Proceeds 25
Article 7 – Contractor's Responsibilities 25
7.01 Supervision and Superintendence 25
7.02 Labor; Working Hours 26
7.03 Services, Materials, and Equipment 26
7.04 "Or Equals" 26
7.05 Substitutes 27
7.06 Concerning Subcontractors, Suppliers, and Others 29
7.07 Patent Fees and Royalties 30
7.08 Permits 31
7.09 Taxes 31
7.10 Laws and Regulations 31
7.11 Record Documents 32
7.12 Safety and Protection 32
7.13 Safety Representative 33
7.14 Hazard Communication Programs 33
7.15 Emergencies 33
7.16 Shop Drawings, Samples, and Other Submittals 33
7.17 Contractor's General Warranty and Guarantee 35
7.18 Indemnification 36
7.19 Delegation of Professional Design Services 37
Article 8 – Other Work at the Site 37
8.01 Other Work 37
8.02 Coordination 38
8.03 Legal Relationships 38
Article 9 – Owner's Responsibilities 39
9.01 Communications to Contractor 39

9.02 Replacement of Engineer 39
9.03 Furnish Data 39
9.04 Pay When Due 39
9.05 Lands and Easements; Reports, Tests, and Drawings 39
9.06 Insurance 40
9.07 Change Orders 40
9.08 Inspections, Tests, and Approvals 40
9.09 Limitations on Owner's Responsibilities 40
9.10 Undisclosed Hazardous Environmental Condition 40
9.11 Evidence of Financial Arrangements 40
9.12 Safety Programs 40
Article 10 – Engineer's Status During Construction 40
10.01 Owner's Representative 40
10.02 Visits to Site 40
10.03 Project Representative 41
10.04 Rejecting Defective Work 41
10.05 Shop Drawings, Change Orders and Payments 41
10.06 Determinations for Unit Price Work 41
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work 41
10.08 Limitations on Engineer's Authority and Responsibilities 41
10.09 Compliance with Safety Program 42
Article 11 – Amending the Contract Documents; Changes in the Work 42
11.01 Amending and Supplementing Contract Documents 42
11.02 Owner-Authorized Changes in the Work 43
11.03 Unauthorized Changes in the Work 43
11.04 Change of Contract Price 43
11.05 Change of Contract Times 44
11.06 Change Proposals 44
11.07 Execution of Change Orders 45
11.08 Notification to Surety 46
Article 12 – Claims 46
12.01 Claims 46
Article 13 – Cost of the Work; Allowances; Unit Price Work 47
13.01 Cost of the Work 47

13.02 Allowances 49
13.03 Unit Price Work 50
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 51
14.01 Access to Work 51
14.02 Tests, Inspections, and Approvals 51
14.03 Defective Work 52
14.04 Acceptance of Defective Work 52
14.05 Uncovering Work 52
14.06 Owner May Stop the Work 53
14.07 Owner May Correct Defective Work 53
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 54
15.01 Progress Payments 54
15.02 Contractor's Warranty of Title 57
15.03 Substantial Completion 57
15.04 Partial Use or Occupancy 58
15.05 Final Inspection 58
15.06 Final Payment 58
15.07 Waiver of Claims 60
15.08 Correction Period 60
Article 16 – Suspension of Work and Termination 61
16.01 Owner May Suspend Work 61
16.02 Owner May Terminate for Cause 61
16.03 Owner May Terminate For Convenience 62
16.04 Contractor May Stop Work or Terminate 62
Article 17 – Final Resolution of Disputes 63
17.01 Methods and Procedures 63
Article 18 – Miscellaneous 63
18.01 Giving Notice 63
18.02 Computation of Times 63
18.03 Cumulative Remedies 63
18.04 Limitation of Damages 64
18.05 No Waiver 64
18.06 Survival of Obligations 64
18.07 Controlling Law 64

18.08 Headings 64

Notice to Bidders:

These Standard General Conditions are based substantially on EJCDC C-700 and have been modified to accommodate the Federal Aviation Administration's federal funding requirements for the project. Please refer to the Supplementary Conditions, C-800, for further clarification on modifications to the general conditions.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

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

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site

and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial

Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this

Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by,

arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

    a. shall certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design,

        2) be similar in substance to that specified, and

        3) be suited to the same use as that specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from that specified, and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the

Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the

performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if

any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly

or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and

Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

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

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal;
6. the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or

alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual

rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On

the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in

contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents

governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing

Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or

indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application 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 incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for 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, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. the Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. the Contract Price has been reduced by Change Orders;

   i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

   j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

    a. all documentation called for in the Contract Documents;

    b. consent of the surety, if any, to final payment;

    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

    d. a list of all disputes that Contractor believes are unsettled; and

    e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When

exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY 2

ARTICLE 2 – PRELIMINARY MATTERS 2

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK 3

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS 3

ARTICLE 6 – BONDS AND INSURANCE 3

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES 5

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION 6

ARTICLE 11 – OWNER'S RESPONSIBILITIES 9

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK 9

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD 10

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES 11

ARTICLE 19 – FEDERAL AVIATION ADMINISTRATION FEDERAL FUNDING PROVISIONS 12

I. SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition), as modified by Eureka County for this construction contract. All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 **Add the following language at the end of the last sentence of Paragraph 1.01.A.8:**

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

SC-1.01.A.48 **Add the following language at the end of the last sentence of Paragraph 1.01.A.48:**

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-1.01.A.49 **Add the following new Paragraph after Paragraph 1.01.A.48:**

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 **Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:**

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor [1] copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.06 Electronic Transmittals

SC-2.06.B. Delete Paragraph 2.06.B and replace it with the term [Deleted]

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01.A. Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever is earlier.

SC-4.05 Delays in Contractor's Progress

SC-4.05.C.2 Amend 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text:

Abnormal Weather Conditions

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC 6.03 **Add the following new paragraph immediately after Paragraph 6.03.J:**

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:		**Statutory**
Federal, if applicable (e.g., Longshoreman's):		**Statutory**
Jones Act coverage, if applicable:		
Bodily injury by accident, each accident	**$**	**1,000,000**
Bodily injury by disease, aggregate	**$**	**1,000,000**
Employer's Liability:		
Bodily injury, each accident	**$**	**1,000,000**
Bodily injury by disease, each employee	**$**	**1,000,000**
Bodily injury/disease aggregate	**$**	**1,000,000**
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	**$**	**1,000,000**
Foreign voluntary worker compensation		**Statutory**

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	**$**	**2,000,000**
Products - Completed Operations Aggregate	**$**	**2,000,000**
Personal and Advertising Injury	**$**	**1,000,000**
Each Occurrence (Bodily Injury and Property Damage)	**$**	**1,000,000**

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:		
Each person	**$**	**1,000,000**
Each accident	**$**	**1,000,000**

Property Damage:

Each accident	**$**	**1,000,000**
[or]		
Combined Single Limit of	**$**	**1,000,000**

4. Excess or Umbrella Liability:

Per Occurrence	**$**	**2,000,000**
General Aggregate	**$**	**2,000,000**

5. Contractor's Pollution Liability:

Each Occurrence	**$**	**N.A.**
General Aggregate	**$**	**N.A.**

☒ **If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract**

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.

7. Contractor's Professional Liability:

Each Claim	**$**	**N.A.**
Annual Aggregate	**$**	**N.A.**

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7 a.m. – 7 p.m.

2. Owner's legal holidays are State of Nevada Holidays.

SC-7.02.B. Delete Paragraph 7.02 B. in its entirety, and insert the following:

B. In the absence of any Laws or Regulations to the contrary, Contractor may, with approval of the Owner, perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Owner's sole discretion.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on any legal holiday or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are

unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.04.A. Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitting.

SC-7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and"; and adding a period at the end of Paragraph a.3.

SC-7.04.A.1 Delete Paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC-7.06.B Delete Paragraph 7.06.B its entirety and insert the following in its place:

[Deleted]

SC-7.06.E Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that".

SC-7.10.D Add the following new paragraph immediately after Paragraph 7.10.C:

Contractor shall comply with NRS chapter 338, inclusive.

SC-7.10.E Add the following new paragraph immediately after Paragraph 7.10.D:

Effective January 1, 2020, contractors and subcontractors are required to comply with Senate Bill 207 (2019), i.e. the Apprenticeship Utilization Act, if and when engaged in "vertical construction" and/or "horizontal construction" on a "public work" as those terms are defined in NRS chapter 338. Upon request of a contractor or subcontractor and submittal of any necessary supporting documentation, Owner will submit a request to the Labor Commissioner to modify or waive the percentage of hours of labor provided by one or more apprentices for "good cause." For additional information, please contact the Nevada Labor Commissioner or visit its website at http://labor.nv.gov/.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Project Representative (PR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding PR's actions.

1. General: PR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. PR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. PR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. **Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**

4. **Liaison:**

   a. **Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**

   b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

   c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**

5. **Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

6. **Shop Drawings and Samples:**

   a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

   b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

   c. **Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which PR believes that the submittal has not been approved by Engineer.**

7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with PR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

8. **Review of Work and Rejection of Defective Work:**

   a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

   b. **Report to Engineer whenever PR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

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

    a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

    b. **Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.**

10. **Records:**

    a. **Prepare a report for each day onsite, or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, activities of the day, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

    b. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**

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

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

14. **Completion:**

    a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**

    b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**

    c. **Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

C. The PR shall not:

1. **Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**
2. **Exceed limitations of Engineer's authority as set forth in the Contract Documents.**
3. **Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**
4. **Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**
5. **Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
7. **Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
8. **Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 11 – OWNER'S RESPONSIBILITIES

SC 11.07.C Add the following new Paragraph after Paragraph 11.07.B:

All Contract Change Orders must be concurred in writing by Owner before they are effective.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to the lesser of $50,000 or 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.01.B Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: "a bill of sale, invoice, or other."

SC 15.01.B.3 Add the following language at the end of paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

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

SC 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If both the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC 15.02.A Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16 Delete ARTICLE 16 in its entirety.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of the *American Arbitration Association*, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

SC-19 Add the following new Article and subsections immediately after Paragraph 18.08

ARTICLE 19 – FEDERAL AVIATION ADMINISTRATION FEDERAL FUNDING CONTRACT PROVISIONS

A. ACCESS TO RECORDS AND REPORTS

1. **The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed**

B. BREACH OF CONTRACT TERMS

1. **Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.**

   Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

   The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

1. **A hard copy of the Certificate of Compliance with FAA Buy American Preference Form is contained herein.**

D. GENERAL CIVIL RIGHTS PROVISIONS

1. **In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.**

   This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. **The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract**

3. **If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.**

4. **The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.**

E. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

1. **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:**

   a. **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);**

   b. **49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;**

   c. **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);**

   d. **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 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);**

   e. **The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);**

   f. **Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);**

   g. **The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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);**

   h. **Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;**

   i. **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).**

F. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

1. **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:**

   a. **Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.**

   b. **Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.**

   c. **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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.**

   d. **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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.**

   e. **Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:**

      1) **Withholding payments to the Contractor under the contract until the Contractor complies; and/or**

      2) **Cancelling, terminating, or suspending a contract, in whole or in part.**

   f. **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 Sponsor or the Federal Aviation Administration 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 Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.**

G. CLEAN AIR AND WATER POLLUTION CONTROL

1. **Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.**

   Contractor must include this requirement in all subcontracts that exceed $150,000.

H. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements.**

   a. **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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.**

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.**

   a. **In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 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 clause.**

3. **Withholding for Unpaid Wages and Liquidated Damages.**

   a. **The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of**

4. **Subcontractors.**

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

I. DAVIS-BACON REQUIREMENTS

1. **Minimum Wages.**

   (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of

Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

(C) 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 shall 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.

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.**

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

3. **Payrolls and Basic Records.**

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

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

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

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

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

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

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. **Apprentices and Trainees.**

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

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than

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

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

5. **Compliance with Copeland Act Requirements.**

   The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. **Subcontracts.**

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

7. **Contract Termination: Debarment.**

   A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.**

   All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes Concerning Labor Standards.**

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

10. **Certification of Eligibility.**

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

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

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

J. CERTIFICATION OF CONTRACTORS REGARDING DEBARMENT AND SUSPENSION

1. **The successful bidder, by administering each contractor and subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:**

    1) **Checking the System for Award Management at website: http://www.sam.gov.**

    2) **Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.**

    3) **Inserting a clause or condition in the covered transaction with the lower tier contract.**

    4) **A hard copy of the Certificate of Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusions Form is contained herein.**

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

K. PRIME CONTRACTS (CONTRACTS COVERED BY A DBE PROGRAM)

1. **Solicitation Language (Solicitations with No DBE Contract Goal)**

    a. **The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of Eureka County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.**

2. **Contract Assurance (49 CFR § 26.13; mandatory text provided)**

    a. **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, including any amendments thereto, 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.**

3. **Prompt Payment (49 CFR § 26.29; acceptable/sample text provided)**

   a. **The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the prime contractor receives from Eureka County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Eureka County. This clause applies to both DBE and non-DBE subcontractors.**

4. **Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

   The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

   The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

   [Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

   Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

   The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

   In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

L. DISTRACTED DRIVING

1. **In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.**

   In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

M. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

1. **The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.**

N. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

1. **Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].**

O. FEDERAL FAIR LABOR STANDARDS ACT

1. **All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.**

2. **The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.**

P. CERTIFICATION REGARDING LOBBYING

1. **The Bidder or Offeror 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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 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.**

c. **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

d. **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.**

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 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.**

Q. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

1. **All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.**

R. PROCUREMENT OF RECOVERED MATERIALS

1. **Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:**

   a. **The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or**

   b. **The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.**

2. **The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:**

a. **Not reasonably available within a timeframe providing for compliance with the contract performance schedule;**

b. **Fails to meet reasonable contract performance requirements; or**

c. **Is only available at an unreasonable price.**

S. SEISMIC SAFETY

1. **The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.**

T. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

1. **The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.**

Certifications

1) **The applicant represents that it is (✓) is not (✓) a corporation that has 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.**

2) **The applicant represents that it is (✓) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.**

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is 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.

U. TERMINATION OF CONTRACT

1. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. **Contractor must immediately discontinue work as specified in the written notice.**
2. **Terminate all subcontracts to the extent they relate to the work terminated under the notice.**
3. **Discontinue orders for materials and services except as directed by the written notice.**
4. **Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.**
5. **Complete performance of the work not terminated by the notice.**
6. **Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.**

Owner agrees to pay Contractor for:

1. **Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;**
2. **Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;**
3. **Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and**
4. **Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.**

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

2. TERMINATION FOR CAUSE

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

V. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within title 49 united states code section 47112. Covered veterans include Vietnam-era veterans, Persian gulf veterans, Afghanistan Iraq war veterans, disabled veterans, and small business concerns (as

defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

W. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. **is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);**
2. **has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and**
3. **has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.**

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. **who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or**
2. **whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or**
3. **who incorporates in the public works project any product of a foreign country on such USTR list.**

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an

erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

X. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1. **The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or**
2. **To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.**

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

- **a) The People's Republic of China.**
- **b) The Russian Federation.**
- **c) The Islamic Republic of Iran.**
- **d) The Democratic People's Republic of Korea.**
- **e) The Bolivarian Republic of Venezuela.**
- **f) The Republic of Cuba.**
- **g) Any other country the Secretary determines necessary.**

3. **Contract Types – the Sponsor must include this provision in all AIP-funded contracts and lowertier contracts. Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on March 17, 2026 Page 76 Use of Provision - No mandatory text provided. The Sponsor's language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and subconsultant" for professional service agreements as appropriate.**
4. **The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.**

Y. EMPLOYEE PROTECTION FROM REPRISAL

1. In accordance with 2 cfr § 200.217 and 41 u.s.c. § 4712, the contractor and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information that the employee reasonably believes is evidence of:

   a. Gross mismanagement of a federal contract or grant;
   b. Gross waste of federal funds;
   c. An abuse of authority relating to a federal contract or grant;
   d. A substantial and specific danger to public health or safety; or
   e. A violation of law, rule, or regulation related to a federal contract or grant, including the competition for or negotiation of a contract.

2. The contractor shall inform its employees, in writing, of their whistleblower rights and protections under 41 u.s.c. § 4712.

3. The contractor shall include the substance of this provision in all subcontracts entered into for performance of the work and shall require each subcontractor to provide the required written notification to its employees.

Z. DOT/FAA PROJECT SIGNAGE

1. Upon written request from the Owner, the Federal Aviation Administration, or the United States Department of Transportation, the Contractor shall furnish, install, maintain, and remove project signage consistent with the format, content, dimensions, materials, location, and installation requirements prescribed by DOT or FAA.

2. The Contractor shall not install any sign representing that the project is federally funded unless the sign has been requested or approved in writing by the Owner.

3. Unless otherwise directed in writing by the Owner, the Contractor shall remove the signage upon completion of the Work or at such other time as directed by the Owner.

4. The cost of complying with this provision shall be included in the Contract Price unless the Owner's written request materially changes the requirements reasonably ascertainable as of the Effective Date of the Contract, in which case any adjustment shall be addressed in accordance with the Contract Documents.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.

b) To faithfully comply with providing U.S. domestic products.

c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (**Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver –The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

Certification of Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusions

The Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this federally assisted transaction.

The Contractor shall provide immediate written notice to the Owner if, at any time before completion of the Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous because of changed circumstances.

If the Contractor is unable to make this certification, the Contractor shall provide a written explanation to the Owner before execution of the Contract. Submission of an explanation does not automatically permit award of the Contract. The Owner must determine, in coordination with the Federal Aviation Administration when required, whether the Contractor is eligible to participate in the federally assisted project.

Contractor Legal Name: _____

Contractor UEI, if applicable: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

JOE LOMBARDO
GOVERNOR

DR. KRISTOPHER SANCHEZ
DIRECTOR

BRETT K. HARRIS, ESQ.
LABOR COMMISSIONER

STATE OF NEVADA

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409
OFFICE OF THE LABOR COMMISSIONER
3340 WEST SAHARA AVENUE
LAS VEGAS, NV 89102
PHONE: (702) 486-2650
FAX (702) 486-2660
EMAIL: PUBLICWORKS@LABOR.NV.GOV

2026 PREVAILING WAGE RATES
NORTHERN NEVADA RURAL REGION

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

Amendment #07 Effective 8/7/26

DATE OF DETERMINATION: October 1, 2025

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER $100,000 BID/AWARDED OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026

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 rates.

Air Balance Technician 4
Alarm Installer 5
Boilermaker 6
Bricklayer 7
Carpenter 9
Cement Mason 10
Electrician – Communication Technician 11
Electrician – Lineman 13
Electrician – Neon Sign 15
Electrician – Wireman 16
Elevator Constructor 17
Fence Erector 19
Flag Person 20
Floor Coverer 21
Glazier 23
Highway Striper 24
Hod Carrier-Brick Mason 25
Hod Carrier-Plasterer Tender 26
Ironworker 28
Laborer 32
Lubrication And Service Engineer (Mobile And Grease Rack) 33
Mechanical Insulator 34
Millwright 36
Operating Engineer 40
Operating Engineer – Steel Fabricator & Erector 40
Operating Engineer – Pile Driver 41
Painter 43
Pile Driver (Non-Equipment) 45
Plasterer 46
Plumber/Pipefitter 47
Refrigeration 48
Roofer 49
Sheet Metal Worker 52
Soils and Material Tester 53
Sprinkler Fitter 54
Surveyor 55
Taper 56
Tile/Terrazzo Worker/Marble Mason Finisher 58
Tile/Terrazzo Worker/Marble Mason 60
Traffic Barrier Erector 61
Truck Driver 62
Well Driller 63

Group Classifications

Labor Group Classifications 64
Operating Engineers 68

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.

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……93.36
Air Balance Technician-Foreman[1]……99.35
Air Balance Technician-General Foreman[2]……105.33

ADD ZONE RATE

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

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

ADD PREMIUM PAY

All work performed outside the regular working hours[3] and performed during the regular work week[4] shall be at one and one-half (1.5) times the straight time rate of pay. Sunday and Holidays shall be paid at double (2x) the straight time of pay. When employees work more than 60 hours in a work week it will be at double (2x) time.

RECOGNIZED HOLIDAYS[5]

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays.

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.

[1] General Foreman, Foreman and Stewards who maintain current First Aid/CPR Completion Certificates shall receive an additional Fifty Cents ($.50) over their base wage.
[2] General Foreman, Foreman and Stewards who maintain current First Aid/CPR Completion Certificates shall receive an additional Fifty Cents ($.50) over their base wage.
[3] 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.
[4] Five (5) consecutive eight (8) hour days, beginning with Monday and ending with Friday of each week.
[5] If a holiday falls on Saturday, the Friday preceding shall be the recognized holiday, if a holiday falls on Sunday the Monday following shall be the recognized holiday

Craft: ALARM INSTALLER (Non-Union Rate)[1]

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

Alarm Installer……..…….41.41

JOB DESCRIPTION:

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.

[1] Job description copied from O*NET OnLine

Craft: BOILERMAKER (Non-union Rate)[1]

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

Boilermaker…..……..……..…….76.62

JOB DESCRIPTION:

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.

[1] Job description copied from O*NET OnLine

Craft: BRICKLAYER (Union Rate)

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

Bricklayer Journeyman……..……..……64.38
Bricklayer Foreman-10 person…..……..……65.38
Bricklayer Foreman-11-20 person……..……66.38
Bricklayer Foreman- 21-40 person……..……..67.38
Bricklayer Foreman-41 or persons……..……..68.38
Bricklayer General Foreman……..……..69.38

ZONE PAY[1]

Expense payments 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

ADD PREMIUM PAY

Standard workday is eight (8) continuous hours of work between the hours of 5:30 am and 4:30 pm. The first ten (10) hours performed on Saturday[2] 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)[3]. Sundays[4] and Holidays shall be paid at double (2x) the straight time of pay.

The normal starting time for the first shift shall be between 5:30-10:00 am. If two work shifts are established, employees working on the second shift shall receive eight (8) hours times the basic straight time rate plus an additional fifty cents ($.50) per hour for each of those eight (8) hours. If three (3) work shifts are established, the third shift shall consist of seven (7) hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents ($3.25) for each of those seven hours. Time worked in excess of seven (7) hours on the third shift shall be paid at the appropriate overtime rate[5].

RECOGNIZED HOLIDAYS[6] New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day.

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,

[1] 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.
[2] Regardless of whether or not the Employer has already made forty (40) hours of work available during the preceding work week.
[3] Exceptions: The Saturday falls on a Union recognized holiday – then all hours should be paid at double (2x)
[4] 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).
[5] One and one half (1.5) the straight time rate
[6] Any holiday falling on Sunday will be observed on the Monday following, any holiday falling on Saturday will be observed the preceding Friday

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

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

ADD PREMIUM PAY

Regular workweek is Monday through Friday; working hours are between 5:30 am and 5:00 pm[1]. Saturday work shall be paid 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.

RECOGNIZED HOLIDAYS[2]

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

JOB DESCRIPTION Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement, Carpenters Local 971.

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 Pile Drivers' materials.

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.

All carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction, including but not limited to plastics and such work in connection with new methods of construction or use of materials.

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

[1] Earlier start time must be arranged.
[2] Holidays falling on Sundays shall be observed on the following Monday, holidays falling on Saturdays shall be observed on the prior Friday

Craft: CEMENT MASON (Union Rate)

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

Cement Mason - Journeyman…….……..…….56.92
Cement Mason - Foreman……..……61.42

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	75 to 150 miles	$6.00
Zone 3	150 to 300 miles	$7.00
Zone 4	More than 300 miles	$8.00

ADD PREMIUM PAY

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).

RECOGNIZED HOLIDAYS[1]

New Year's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day the day after Thanksgiving, and 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.

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 heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
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.

[1] Holidays falling on Sundays shall be observed the following Monday

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

Communication Installer…….55.51
Communication Technician……...61.88
Senior Technician……66.13

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

SHIFT DIFFERENTIAL[1]
First shift (day shift) is between 8:00 a.m. and 4:30 p.m. and is paid at the regular hourly rate. Second shift (swing shift)[2] is between 4:30 pm and 12:30 am and is paid at the regular hourly rate plus 17.3% for all hours worked. Third shift (graveyard shift)[2] is between 12:30 am and 8:00 am and is paid at the regular hourly rate plus 31.4% for all hours worked[3].

RECOGNIZED HOLIDAYS[4]
New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

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

[1] 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.
[2] 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.
[3] There is no pyramiding of overtime rates, and double (2x) the straight rate is the maximum for any hour worked.
[4] 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.

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……..……63.91
Lineman-Journeyman…..……..…….....98.31
Lineman-Foreman……..……..106.34
Lineman-General Foreman……..……..……..114.47
Lineman-Equipment Man……..……..77.38

ADD PREMIUM PAY
Workday is eight (8) hours work between 8:00 am and 4:30 pm. Monday through Friday is the work week. 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.

SHIFT DIFFERENTIAL
First shift (day shift)[1] is paid at the regular hourly rate. Second shift (swing shift)[2] is paid at regular hourly rate plus 10%.Third shift (graveyard shift)[3] is between 12:30 am and 8:00 am and is paid at regular hourly rate plus 15%[4].

RECOGNIZED HOLIDAYS[5]
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Thanksgiving Day and the Friday following, and Christmas Day

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.

[1] Between 8:00 am and 4:30 pm
[2] Between 4:30 pm and 12:30 am
[3] Between 12:30 am and 8:00 am
[4] There is no pyramiding of overtime rates and double the straight rate is the maximum for any hour worked.
[5] Holidays falling on Saturdays and Sundays do not require the employers to observe those holidays on a Friday or Monday

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

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

In connection with all of the above items, it shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN (Non-Union Rate) [1]

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

Electrician Neon Sign Journeyman……..……..63.15

JOB DESCRIPTION:

- 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.

[1] Job description copied from O*NET OnLine

Craft: ELECTRICIAN WIREMAN (Union Rate)

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

Wireman……..……...……..……..78.49
Wireman-Cable Splicer…....…….....86.44
Wireman Forman…..……..……..……86.44
Wireman General Foreman…..……..……91.99

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

Workday is eight (8) consecutive hours between 6:00 am and 6:00 pm. Work week is Monday through Friday. The first two (2) hours worked outside of these hours shall be paid at time and one-half (1.5) of the regular straight time rate. 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.

SHIFT DIFFERENTIAL

[1]First shift (day shift) is eight (8) consecutive hours worked between 8:00 am and 4:30 pm. Day shift is paid at the regular hourly rate. Second shift (swing shift) is eight (8) consecutive hours worked between 4:30 pm and 1:00 am and should be paid at regular hourly rate plus 17.3% for all hours worked. Third shift (graveyard shift) is eight (8) consecutive hours worked between 12:30 am and 9:00 am and should be paid at regular hourly rate plus 31.4% for all hours worked.[2]

RECOGNIZED HOLIDAYS[3]

New Year's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, 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.

[1] Any shift starting time may be varied by up to two (2) hours.
[2] Double the straight time rate is the max rate paid, no pyramiding of overtime rates
[3] Holidays falling on Saturday shall be observed on the previous Friday. Holidays falling on Sunday shall be observed on the following Monday

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 hour, calculated from Washoe County Courthouse, Reno Nevada:

Free Zone	0 to 12 miles	$0.00
Zone 1	12 to 17 miles	$31.47
Zone 2	17 to 22 miles	$62.94
Zone 3	22 to 27 miles	$94.41
Zone 4	27+ miles	$111.00

ADD PREMIUM PAY
Workday is eight (8) hours worked between 6:00 am and 5:00 pm. Work week is Monday through Friday. 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.

RECOGNIZED HOLIDAYS[1]
New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day.

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.

[1] 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.

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……..……..……53.28

ADD ZONE RATE[1]
In addition to FENCE ERECTOR, add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

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

ADD PREMIUM PAY
Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am. Saturdays should be paid at one and one-half (1.5) the regular straight time and Sundays, Holiday time worked, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular rate.

SHIFT DIFFERENTIAL
Second (swing) and third (graveyard) shifts shall be paid 12.5% differential.

RECOGNIZED HOLIDAYS[2]
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Except from Laborers Local 169.

(SEE LABORERS GROUP 3)

[1] No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.
[2] If any of these holidays fall on Sunday, the Monday following shall be considered a holiday

Craft: FLAG PERSON (Union Rate)

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

Flag Person…….51.16

ADD ZONE RATE[1]

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

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

ADD PREMIUM PAY

Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am. Saturdays should be paid at one and one-half (1.5) the regular straight time and Sundays, Holiday time worked, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular rate.

SHIFT DIFFERENTIAL

Second (swing) and third (graveyard) shifts shall be paid 12.5% differential.

RECOGNIZED HOLIDAYS[2]

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

JOB DESCRIPTION: 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)

[1] No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.
[2] If any of these holidays fall on Sunday, the Monday following shall be considered a holiday

Craft: FLOOR COVERER (Union Rate)

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

Floor Coverer Journeyman…….62.04
Floor Coverer Foreman…..…….66.30

ADD ZONE RATE

In addition to FLOOR COVERER rates add the applicable amounts per day calculated based on road miles from the Washoe County Court House[1].

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

ADD PREMIUM PAY

Workday is between the hours of 6:00 am and 6:00 pm.[2] All work performed on Saturday up to eight (8) hours shall be paid at time and one-half (1.5) the base wage. 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) the base rate.

RECOGNIZED HOLIDAYS[3]

Memorial Day, New Year's Day, Fourth of July, Labor Day, Admission Day (last Friday in October), Thanksgiving Day, and the Friday after, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and The Independent Flooring Contractors of Northern Nevada

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.

[1] Excludes the City limits of Fallon and the Fallon NAS.
[2] Any hours worked between 6:00 pm and 6:00 am is Shift Work and should be paid at twenty percent (20%) above the base wage.
[3] 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.

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)[1]

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

Glazier Journeyman……34.27

JOB DESCRIPTION:

- 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.

[1] Job description copied from O*NET OnLine

Craft: Highway Striper (Union Rate)

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

Highway Striper……55.78
Highway Striper Foreman……56.28

ADD ZONE RATE[1]

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

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

ADD PREMIUM PAY

Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am. Saturdays should be paid at one and one-half (1.5) the regular straight time, and Sundays, holiday time worked, and all hours worked over twelve (12) in a day are to be paid at double (2x) the regular rate.

SHIFT DIFFERENTIAL

Second (swing) and third (graveyard) shifts shall be paid 12.5% differential.

RECOGNIZED HOLIDAYS[2]

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

JOB DESCRIPTION: Excerpt from 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)

[1] No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.
[2] If any of these holidays fall on Sunday, the Monday following shall be considered a holiday

Craft: Hod Carrier-Brick Mason Tender (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes

Brick Mason Journeyman……..53.53
Brick Mason Foreman……53.93

ADD ZONE RATE[1]
In addition to HOD CARRIER-BRICK MASON TENDER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

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

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
Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am. Saturdays should be paid at one and one-half (1.5) the regular straight time, and Sundays, holiday time worked and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular rate.

SHIFT DIFFERENTIAL
Second (swing) and third (graveyard) shifts shall be paid 12.5% differential.

RECOGNIZED HOLIDAYS[2]
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day

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

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

[1] No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.
[2] If any of these holidays fall on Sunday, the Monday following shall be considered a holiday

Craft: Hod Carrier-Plasterer Tender (Union Rate)
Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer Tender-Journeyman……..53.87
Plasterer Tender- Gun Tender……..54.87
Plasterer Tender-Foreman…….55.23

ADD ZONE RATE[1]
In addition to HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

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

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
Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am. Saturdays should be paid at one and one-half (1.5) the regular straight time, and Sundays, holiday time worked and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular rate.

SHIFT DIFFERENTIAL
Second (swing) and third (graveyard) shifts shall be paid 12.5% differential.

RECOGNIZED HOLIDAYS[2]
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day

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

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

[1] No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.
[2] If any of these holidays fall on Sunday, the Monday following shall be considered a holiday

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 the Reno City Hall.

60 – 75 miles	$20.00 per day
75 – 100 miles	$25.00 per day
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 the Reno City Hall:

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

Workday is eight (8) hours 5:00 am to 5:00 pm[1] Monday through Friday[2]. Time and one-half (1.5) to be paid 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.

SHIFT DIFFERENTIAL

1. 2nd shift add 6% of hourly wage[3]
2. 3rd shift add 13% of hourly wage[4]
3. Dedicated shift add 6% of hourly wage[5]

RECOGNIZED HOLIDAYS[6]

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

JOB CLASSIFICATION: Excerpt from Agreement between NV AGC and DC of Ironworkers, Local 118.

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

[1] Day shift may start earlier than 5:00 am if the Union is notified prior to making the change in start time.
[2] 1st shift is to start between 5:00 am and 9:00 am
[3] 2nd shift shall start not later than 5:30 pm
[4] 3rd shift shall start not later than 2:30 am
[5] Shift outside of regular work day of not less than three (3) days at eight (8) hours worked per day
[6] All holidays falling on Sunday will be observed on the following Monday, all holidays falling on Friday will be observed the preceding Friday

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	47.87
Furniture Mover	49.37
Group 1	53.03
Group 1A	51.16
Group 2	53.13
Group 3	53.28
Group 3A	56.71
Group 4	53.53
Group 4A	56.03
Group 5	53.83
Group 5A	55.78
Group 5A Foreman	56.28
Group 6 Nozzlemen, Rodmen	52.83
Gunmen, Materialmen	52.83
Reboundmen	53.18
Gunite Foreman	54.23

ADD ZONE RATE[1]

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

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

ADD PREMIUM PAY

Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am. Saturdays should be paid at one and one-half (1.5) the regular straight time, and Sundays, holiday time worked and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular rate.

SHIFT DIFFERENTIAL

Second (swing) and third (graveyard) shifts shall be paid 12.5% differential.

RECOGNIZED HOLIDAYS[2]

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

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

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

(SEE GROUP LABORER CLASSIFICATIONS)

[1] No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada.
[2] If any of these holidays fall on Sunday, the Monday following shall be considered a holiday

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

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

Lubrication and Service Engineer (mobile and grease rack)…….78.18

ADD ZONE RATE

In addition to LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) rates add the applicable amounts per hour calculated based on a 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

Regular shift is eight (8) consecutive hours starting between 5:00 am and 10:00 am. 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[1] 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[2], holidays, and over twelve (12) hours in one (1) day shall be paid at two (2) times the appropriate hourly rate.

SHIFT DIFFERENTIAL

Add 12.5% to base rate for “Special/Night” Shift[3]

RECOGNIZED HOLIDAYS[4]

New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25).

(SEE OPERATING ENGINEERS LOCAL 3 GROUP 7)

[1] On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.
[2] On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.
[3] Work done outside the regular shift hours
[4] Holidays falling on Sunday shall be overserved the following Monday

Craft: Mechanical Insulator (Union Rate)

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

Mechanical Insulator-Mechanic…….....…….83.27
Mechanical Insulator-Foreman….. ...…….89.27
Mechanical Insulator-General Foreman ..…….91.27

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

Workday commences at 8:00 am[1]. One and one-half (1.5) times the minimum hourly wage rate 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.

SHIFT DIFFERENTIAL[2]

Shift Work: 1st Shift[3] paid at regular straight wage rate. 2nd Shift[4] to be paid at 110% of the regular wage rate for the hours worked, plus one-half hour (0.5). 3rd Shift[5] to be paid at 115% of the regular wage rate for the hours worked, plus one (1) hour.

RECOGNIZED HOLIDAYS[6]

New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day[7], Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

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

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,

[1] May be changed to between 5 am and 8 am if particular job conditions permit
[2] 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.
[3] Starts at 8:00 am and ends and 4:30 pm.
[4] Starts at 4:30 pm and ends at 12:30 am.
[5] Starts at 12:30 am and ends at 8:00 am.
[6] 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.
[7] Triple (3) the regular straight time should be paid for all time worked on Labor Day

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 from City Hall in Reno, Nevada. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall to respective dispatch points.

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

ADD PREMIUM PAY

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (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.

SHIFT DIFFERENTIAL

Two Shift Operation: Two dollars ($2.00) per hour for work on the second shift[1].
Three Shift Operation: Two dollars ($2.00) per hour for work on the second shift[2]. Three dollars and 25/100 ($3.25) per hour for work on the third shift[3].

RECOGNIZED HOLIDAYS

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

[1] Eight (8) or ten (10) hours of continuous employment between the hours of 6:00 p.m. and 6:00 a.m. except for meal period.
[2] Eight (8) hours of continuous employment between the hours of 6:00 p.m. and 6:00 a.m. except for meal period.
[3] Eight (8) consecutive hours of employment, except for an unpaid meal period.

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.....73.16
Group 1A.....75.92
Group 2.....76.45
Group 3.....76.72
Group 4.....77.46
Group 5.....77.77
Group 6.....77.93
Group 7.....78.18
Group 8.....78.72
Group 9.....79.09
Group 10.....79.44
Group 10A.....79.63
Group 11.....79.87
Group 11A.....81.51
Group 11B.....82.32
Foreman.....81.51
Add 12.5% to base rate for "Special/Night" Shift[1]

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.....88.46
Group 1 Truck Crane Oiler.....82.29
Group 1 Oiler.....80.33
Group 2.....86.95
Group 2 Truck Crane Oiler.....82.04
Group 2 Oiler.....80.12
Group 3.....85.71
Group 3 Truck Crane Oiler.....81.82
Group 3 Oiler.....79.90
Group 3 Hydraulic.....81.49
Group 4.....83.98
Group 5.....82.88
Add 12.5% to base rate for "Special/Night" Shift

Add Operating Engineers Zone Pay
Add Premium Pay

[1] Work done outside the regular shift hours

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

Group 1……87.93
Group 1 Truck Crane Oiler……82.42
Group 1 Oiler……80.53
Group 2……86.39
Group 2 Truck Crane Oiler……82.26
Group 2 Oiler……80.35
Group 3……84.94
Group 3 Truck Crane Oiler……82.04
Group 3 Oiler……80.12
Group 4……83.43
Group 5……82.32
Group 6……79.04
Group 7……80.25
Group 8……79.29

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 a 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
Regular shift is eight (8) consecutive hours starting between 5:00 am and 10:00 am. 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[1] and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double (2x) time on commercial building construction, in which case double (2x) time shall be paid. All work performed on Sundays[2], holidays, and over twelve (12) hours in one (1) day shall be paid at two (2) times the appropriate hourly rate.

SHIFT DIFFERENTIAL
Add 12.5% to base rate for "Special/Night" Shift[3]

RECOGNIZED HOLIDAYS[4]
New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25).

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:

[1] On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.
[2] On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.
[3] Work done outside the regular shift hours
[4] Holidays falling on Sunday shall be overserved the following Monday

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……..……..56.14
Spray Painter…….58.14
Paperhanger……..……...58.90
Specialty Pay (Faux Finish, Graining, Marbelizing)…….58.11
Swing Stage……..……..…….58.64
Protective Coating Application-Brush……...…….58.64
Protective Coating Application-Industrial Spray……..……60.64
Foreman (3 or More) $2.50 above highest paid journeyman being supervised
Foreman (6 or more) $3.50 above highest paid journeyman being supervised

ADD ZONE RATE

In addition to PAINTER rates add the applicable amounts per day calculated based on road miles from the Washoe County Court House[1].

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

ADD PREMIUM PAY

Workday is from 6:00 am to 6:00 pm. Regular workweek is Monday through Friday. The first four (4) hours worked outside a regular constituted shift[2] 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[3] and holidays are to be paid at two (2) times the straight time.

SHIFT DIFFERENTIAL

Shift work[4] is to be paid ten percent (10%) above the employee's Taxable Net Wage.

RECOGNIZED HOLIDAYS[5]

New Year's Day, Memorial Day, Fourth of July, Labor Day, Admission Day (last Friday of October), Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and Independent Painting Contractors of Northern Nevada.

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.

[1] Excludes the City limits of Fallon and the Fallon NAS.
[2] Regular constituted shift is a 5/8 or 4/10 schedule.
[3] Work beginning after 9:00 pm on Sunday and ends on Monday is considered Monday work.
[4] Shift work is work performed outside the regular workday.
[5] 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.

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) [1]

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 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

JOB DESCRIPTION:

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.

[1] Job description copied from O*NET OnLine

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[1]
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.

SHIFT DIFFERENTIAL
Multiple shifts may be established for three (3) or more consecutive working days[2]. 2nd shift shall be paid at 6.5% over the regular rate and 3rd shift shall be paid at 13% over the regular rate. 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[3]
New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

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.

[1] Additional Premium Pay: Nozzle Man w/Certification=$2.50 above base rate. First Rod Man Pay= $1.50 above base rate. High Time Pay= $2.50 above base rate.
[2] The Union must be notified in writing twenty-four (24) hours in advance.
[3] If any holidays fall on Sunday, the Monday following shall be considered the holiday

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

Plumber/Pipefitter-Journeyman..……..…….81.10
Plumber/Pipefitter-Foreman.……..……86.44
Plumber/Pipefitter-General Foreman.……..…….91.78

ADD ZONE RATE[1]
In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	$0.00
Zone 2	Over 75 miles	$8.00

ADD PREMIUM PAY
Normal start time is between 5:00 am and 8:00 am. The first two (2) hours of overtime and work on Saturdays to be paid at one and one half (1.5) the straight time rate. After the first two (2) overtime hours, Sundays, holidays, and all hours worked over twelve (12) shall be paid at double time (2x).

RECOGNIZED HOLIDAYS[2]
New Year's Day, Memorial Day, July 4th, Friday before Labor Day, Labor Day, Nevada Admission Day (last Friday of October), Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas, Christmas Day

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.

[1] 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
[2] 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

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

Refrigeration-Journeyman…….……..…… 69.64
Refrigeration -Foreman…….……..……73.95
Refrigeration -General Foreman.……..……78.26

ADD ZONE RATE[1]
In addition to REFRIGERATION MECHANIC rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	$0.00
Zone 2	Over 75 miles	$8.00

ADD PREMIUM PAY
Normal start time is between 5:00 am and 8:00 am. The first two (2) hours of overtime and work on Saturdays to be paid at one and one half (1.5) the straight time rate. After the first two (2) overtime hours, Sundays, holidays, and all hours worked over twelve (12) shall be paid at double time (2x).

RECOGNIZED HOLIDAYS[2]
New Year's Day, Memorial Day, July 4th, Friday before Labor Day, Labor Day, Nevada Admission Day (last Friday of October), Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas, Christmas Day.

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.

[1] 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
[2] 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

Craft: ROOFER (Union Rate)
(Does not include sheet metal roofs)
Prevailing wage rates include the base rate as well as all applicable fringes

Roofer-Journeyman……..……...……...……53.18
Roofer-Foreman……...61.33

ADD PREMIUM PAY
Any work performed in excess of ten (10) hours per day or forty hours per week shall be paid at the rate of one and one-half times (1.5) the regular straight time rate of pay. Two (2) times the regular wage shall be paid for all work performed on Sundays and holidays.

RECOGNIZED HOLIDAYS[1]
New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

JOB DESCRIPTION Excerpt from Roofers, Waterproofers, and Allied Workers Local 162.

Slate and Tile roofers shall include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. 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.
2. 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.
3. 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.
4. All cementing in, on or around the said slate or tile roof or promenade.
5. All laying of felt, paper, membranes, ice shields, vapor barriers or similar underlayments on substrates.
6. All dressing, punching and cutting of all roof slate or tile.
7. All operation of slate cutting or punching machinery.
8. 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.
9. All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.
10. All solar or photovoltaic cell-type roofing systems used to transform solar energy to electrical energy.

Composition roofers and damp and waterproof workers shall include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.
2. All waterproofing using bituminous products whether structures are above or below grade.
3. 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.
4. All kinds of asphalt and composition roofing and waterproofing.
5. All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.
6. 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.

[1] 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

7. All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.
8. All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing and/or waterproofing.
9. All rock asphalt and composition roofing.
10. All rock asphalt mastic when used for damp and waterproofing.
11. All prepared paper roofing.
12. All mineral surfaced roofing, including 90lb., and 818, whether nailed, mopped with bitumen, or applied with mastic or adhesive.
13. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating.
14. 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.
15. All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of structure.
16. All damp course, sheeting or coating on all foundation work.
17. All tarred floors.
18. All wood block floors that are set in and/or coated with bituminous products.
19. All waterproofing of shower pans and/or stalls.
20. All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.
21. All forms of insulation used as part of, or in connection with, roofing, waterproofing or dampproofing.
22. 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.
23. All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.
24. All types of coatings, toppings and finishes used on the roof surfaces.
25. All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.
26. All solar or photovoltaic cell-type roof membrane systems used to transform solar energy to electrical energy.

Composition roofers and damp and waterproof workers shall also include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. 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)

2. 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.
3. All base flashings, curb flashings and counter flashings of elasto-plastic composition as outlined
4. All components of elasto-plastic roofing systems used to seal the roof including but not limited to, compression seals, termination bars, caulking and sealants.

5. 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.
6. 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.
7. All types of aggregates, blocks, bricks, stones, or units of photovoltaic cell construction used to ballast these elasto-plastic systems.
8. 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.
9. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.
10. 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.
11. All sheet-type, elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.
12. 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.
13. All types of pre-formed panels and rolls used in waterproofing (Volclay, Bentonite etc.)
14. All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations.
15. All handling of roofing, damp and waterproofing materials.
16. All hoisting and storing of roofing, damp and waterproofing materials.
17. 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.
18. All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.
19. 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.
20. All operation of jeeper or holiday detectors.
21. All Zonolite or Cellular Concrete Roof Insulation and all materials, the machinery and equipment used to apply them.
22. 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

Effective: 8/7/26

Sheet Metal Worker Journeyman……..……83.70
Sheet Metal Worker -Foreman…….....88.96
Sheet Metal Worker -General Foreman……..……94.22

ADD ZONE RATE[1]

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

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

ADD PREMIUM PAY

Regular working day is between 6:00 am and 4:30 pm Monday through Friday[2]. 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.

SHIFT DIFFERENTIAL

Add 10% to taxable wage for "Second" (evening) Shift[3]; and 15% to the taxable wage for "Third" (graveyard) Shift[4]

RECOGNIZED HOLIDAYS[5]

New Year's Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day or days locally observed as such, and Sunday shall be recognized as holidays.

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.

[1] 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
[2] At the Employers discretion a regular work week, may include ten (10) hour days at four (4) days per week.
[3] 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.
[4] 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.
[5] 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

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.....51.34

Craft: SPRINKLER FITTER (Union Rate)

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

Sprinkler Fitter-Journeyman……..…….84.92
Sprinkler Fitter Foreman……..……...88.17
Sprinkler Fitter General Foreman…….90.42
Add 15% to base rate for "Second & Third" Shift[1]

ADD ZONE RATE

In addition to SPRINKLER FITTER rates add the applicable amounts per day, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 60 miles	$0.00
Zone 2	60 to 80 miles	$28.00
Zone 3	80 to 100 miles	$37.00
Zone 4	Over 100 miles	$140.00

ADD PREMIUM PAY

The standard workday and week shall be eight (8) consecutive hours of work between 6:00 am and 6:00 pm., Monday through Friday. Time worked on Sundays and holidays shall be double (2x) the regular rate of pay.

SHIFT DIFFERENTIAL

Add 15% to base rate for "Second & Third" Shift[2]

RECOGNIZED HOLIDAYS[3]:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

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.

[1] Work done outside regular shift hours.
[2] Work done outside regular shift hours
[3] 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

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[1] 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.

RECOGNIZED HOLIDAYS[2]

New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25).

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.

[1] Night shifts are all shifts starting between 4:00 pm and 4:00 am and shall be paid twelve and one-half percent (12.5%) differential in addition to his/her regular pay.

[2] Holidays falling on Sunday shall be observed the following Monday, holidays falling on Saturday shall be observed the preceding Friday

Craft: TAPER (Union Rate)

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

Taper-Journeyman……..……..63.36
Taper-Foreman.…..……..……..67.96

ADD ZONE RATE

In addition to TAPER rates add the applicable amounts per day calculated based on road miles from the Washoe County Court House[1].

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

ADD PREMIUM PAY

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. Saturday work will be paid at one and one-half (1.5) times the straight time rate for the first ten (10) hours, all additional hours shall be paid at double (2x). Sundays[2], holidays, and any hours over twelve (12) shall be paid at double (2x) the straight rate.

SHIFT DIFFERENTIAL

Second Shift, Afternoon Shift, seven (7) hours work for eight (8) hours pay at the regular rate of wages.
Third Shift, Graveyard Shift, six and one-half (6.5) hours work for eight (8) hours pay at the regular rate of wages.

RECOGNIZED HOLIDAYS[3]

New Year's Day, Memorial Day, Fourth of July, Labor Day, Admission Day (last Friday of October, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

JOB DESCRIPTION: Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada.

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.

[1]Excludes the City limits of Fallon and the Fallon NAS
[2] Any work beginning after 9:00 pm 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.
[3] No work shall be permitted on Labor Day or Christmas Day under any circumstances. Holidays falling on Saturday shall be observed the prior Friday. Holidays falling on Sunday, the Monday following shall be observed.

(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)[1]

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

Tile Setter/Terrazzo Works/Mable Mason - Finisher..……....43.46

JOB DESCRIPTION TILE FINISHER'S:

- 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.

[1] Job description copied from O*NET OnLine

- 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)[1]
Prevailing wage rates include the base rate as well as all applicable fringes

Tile Setter - Journeyman……...……....53.78
Terrazzo/Marble Mason - Journeyman ……...…….....55.32

TILE SETTERS' JOB DESCRIPTION:

- 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.

[1] Job description copied from O*NET OnLine

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

Traffic Barrier Erector…….53.03

ADD ZONE RATE[1]
In addition to **TRAFFIC BARRIER ERECTOR** rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse.

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

ADD PREMIUM PAY
Single shift jobs are eight (8) consecutive hours with a starting time between 5:30 am and 8:00 am. Saturdays should be paid at one and one-half (1.5) times the regular straight time, and Sundays, holiday time worked, and all hours worked over twelve (12) in one day are to be paid at double (2x) the regular rate

SHIFT DIFFERENTIAL
Second and third shifts shall be paid 12.5% differential[2].

RECOGNIZED HOLIDAYS[3]
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day

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

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)

[1]No remote area pay shall be paid within ten (10) miles of employee's permanent place of residence in the State of Nevada
[2] Work done outside the regular shift hours
[3] If any of these holidays fall on Sunday, the Monday following shall be considered a holiday

Craft: Truck Driver (Non-Union Rate)

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

Truck Driver……...……..…..…...38.53

JOB DESCRIPTION:

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)[1]

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

Well Driller……..……50.16

JOB DESCRIPTION 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.

[1] Job description copied from O*NET OnLine

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold 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 stablilization components.

Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker

- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry
  Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work.

Group 3A

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw
- Laser Screed
- Laser Level

- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

Group 4

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, production, purification, filtration and treatment facilities.

Group 4A

- Foreman

Group 5

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
  Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

Group 5A

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method preformed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways, streets and other such surfaces and all work performed in connection with removal of pavement.

Group 6

- 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, includes but is not limited to:

Group 1
- Engineer Assistant

Group 1A
- Oiler (Construction)
- Partsman

Group 2
- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

Group 3
- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

Group 4
- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

Group 5
- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

Group 6
- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
  Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

Group 8

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine
- Cast-In-Place Pipe-Laying Machine

- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

Group 9

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)

- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal 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
- 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: NV20260062 07/30/2026

State: Nevada

Construction Types: Heavy

Counties: Nevada Counties of
Eureka

Modification Number	Publication Date
0	06/22/2026
1	07/30/2026

SANV2025-001 10/01/2025

	Rates	Fringes
Ironworker: Journeyman	$ 51.85	39.12
Boilermaker: Journeyman	$ 76.62	0.00
Bricklayer: Journeyman	$ 45.94	18.44
Carpenter: Journeyman	$ 43.13	25.29
Cement Mason: Journeyman	$ 43.06	13.86
Electrician-Lineman: Equipment Specialist	$ 54.50	22.88
Electrician-Lineman: Groundman	$ 41.68	22.23
Electrician-Lineman: Lineman	$ 72.26	26.05
Electrician-Neon Sign: Journeyman	$ 63.15	0.00
Electrician-Wireman: Cable Splicer	$ 55.78	30.66
Electrician-Wireman: Wireman	$ 48.50	29.99
Flagperson: Journeyman	$ 33.58	17.58
Highway Stripers: Journeyman	$ 38.20	17.58
Laborers: (Group 6) Gunmen, Materialmen	$ 35.25	17.58
Laborers: (Group 6) Nozzleman, Rodmen	$ 35.25	17.58
Laborers: (Group 6) Reboundmen	$ 35.60	17.58
Laborers: Furniture Mover	$ 31.79	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 (Corcrete 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: Landscape.....$ 30.29 17.58

Lubrication and Service Engineer: Lubrication and Service Engineer (mobile and grease rack).....$ 43.33 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 Oiler.....$ 45.48 34.85

Operating Engineers Steel Fabricator & Erector: Group 1 Truck Crane Oiler.....$ 47.44 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 Oiler	$ 45.27	34.85
Operating Engineers Steel Fabricator & Erector: Group 2 Truck Crane Oiler	$ 47.19	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 Hydraulic	$ 46.64	34.85
Operating Engineers Steel Fabricator & Erector: Group 3 Oiler	$ 45.05	34.85
Operating Engineers Steel Fabricator & Erector: Group 3 Truck Crane Oiler	$ 46.97	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
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: 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-Cranes & Piledriver: Group 1 (Derrick Barge Pedestal mounted over 100 tons; Clamshells over 7 cu. Yds; Self-Propelled Boom Type Lifting Device, over 100 tons; Truck Crane or Crawler, land or barge mounted over 100 tons.)	$ 53.08	34.85
Operating Engineers-Cranes & Piledriver: Group 1 Oiler	$ 45.68	34.85
Operating Engineers-Cranes & Piledriver: Group 1 Truck Crane Oiler	$ 47.57	34.85
Operating Engineers-Cranes & Piledriver: Group 2 (Derrick Barge Pedestal mounted 45 tons up to an including 100 tons; Clamshells up to an 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 an including 100 tons.)	$ 51.54	34.85
Operating Engineers-Cranes & Piledriver: Group 2 Oiler	$ 45.50	34.85
Operating Engineers-Cranes & Piledriver: Group 2 Truck Crane Oiler	$ 47.41	34.85
Operating Engineers-Cranes & Piledriver: 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.)	$ 50.09	34.85
Operating Engineers-Cranes & Piledriver: Group 3 Oiler	$ 45.27	34.85
Operating Engineers-Cranes & Piledriver: Group 3 Truck Crane Oiler	$ 47.19	34.85
Operating Engineers-Cranes & Piledriver: Group 4 (Assistant Operator in lieu of Assistant to Engineer; Forklift, 10 tons and over; Heavy Duty Repairman/Welder)	$ 48.58	34.85
Operating Engineers-Cranes & Piledriver: Group 6 (Deck Engineer)	$ 44.19	34.85
Operating Engineers-Cranes & Piledriver: Group 8 (Deckhand; Fireman)	$ 44.44	34.85
Painter: Brush/Roller Painter	$ 39.43	16.71
Painter: Paperhanger	$ 42.19	16.71
Painter: Protective Coating-Application Brush	$ 41.93	16.71
Painter: Protective Coating-Application Industrial Spray	$ 43.93	16.71
Painter: Specialty Pay(Faux Finish,Graining,Marbelizing)	$ 41.40	16.71
Painter: Spray Painter	$ 41.93	16.71
Painter: Swing Stage	$ 41.93	16.71
Piledriver: Certified Welder	$ 44.63	25.29
Piledriver: Diver-Diving (Wet Pay)	$ 97.98	25.29
Piledriver: Journeyman Driverman	$ 43.63	25.29
Piledriver: Stand By Diver	$ 48.99	25.29
Piledriver: Tender	$ 47.99	25.29
Plumber/Pipefitter: Journeyman	$ 53.38	27.72
Roofer: Journeyman	$ 40.76	12.42
Sheet Metal Worker: Journeyman	$ 47.51	33.14
Tile Setter/Terrazzo Worker/Marble Mason:		

Terrazzo/Marble Mason - Journeyman	$ 55.32	0.00
Tile Setter/Terrazzo Worker/Marble Mason: Tile Setter - Journeyman	$ 53.78	0.00
Tile Setter/Terrazzo Works/Mable Mason - Finisher	$ 43.46	0.00
Traffic Barrier Erector	$ 35.45	17.58
Truck Driver	$ 38.53	0.00
Well Driller	$ 50.16	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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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SIERRA NEVADA CONSTRUCTION, INC.

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic. 25565 CA lic. 593393

May 6, 2026

Project: Eureka County – Snow Removal Equipment Storage Building
Subject: Valley Gutter Replacement

Mr. Mori,

Sierra Nevada Construction (SNC) is pleased to provide pricing for the replacement of 1,700 square feet of concrete valley gutter at the Eureka Airport. The pricing is based on a continuous slope from the flowline to the edge of asphalt. It also assumes that No. 6 rebar will be supplied by Eureka County; however, the pricing does include No. 4 bars bent for use as horizontal cross-member reinforcement. Concrete is 4000 PSI

8" Reinforced Valley Gutter	**1700 SF**	**$49.50/SF**	**$84,150.00**

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.

QUANTUM ELECTRIC, LLC
3151 MANZANITA LN.
ELKO, NEVADA 89801

PHONE: (775) 777-2000

quantumelectric@frontiernet.net

TO: Eureka County DATE: 9/14/2026

ATTN: Lynn Bundy
RE: Courthouse roof A/C unit replacement

We hereby propose to complete the referenced project as follows:

INCLUSIONS: Items included under this proposal.

- **Disconnect Roof A/C unit on courthouse roof**
- **Connect new A/C unit provided by Snyder Mechanical**

EXCLUSIONS: Items **not** included under this proposal.

- **Any after hours or weekend work**
- **Any permits of Fee's**

State of Nevada Contractors License No.: 0092278

Lump Sum Price: $1672.90

OFFERED BY: Brian Hill _____ ACCEPTED BY: _____ DATE: _____

Brian Hill
Project Manager / **VOID IF NOT ACCEPTED WITHIN 30 DAYS**

QUANTUM ELECTRIC, LLC
3151 MANZANITA LN.
ELKO, NEVADA 89801

PHONE: (775) 777-2000

quantumelectric@frontiernet.net

TO: Eureka County

DATE: 9/9/2026

ATTN: Lynn Bundy
RE: Senior Center split units

We hereby propose to complete the referenced project as follows:

INCLUSIONS: Items included under this proposal.

- **Provide power to (2) Split units**
- **Conduit, Wire, Breakers, and Miscellaneous electrical parts.**

EXCLUSIONS: Items **not** included under this proposal.

- **Any drywall patching or painting**

State of Nevada Contractors License No.: 0092278

Lump Sum Price: 3,463.30

OFFERED BY: _Brian Hill _____ ACCEPTED BY: _____ DATE: _____

Brian Hill
Project Manager / **VOID IF NOT ACCEPTED WITHIN 30 DAYS**

QUANTUM ELECTRIC, LLC
3151 MANZANITA LN.
ELKO, NEVADA 89801

PHONE: (775) 777-2000

quantumelectric@frontiernet.net

TO: Eureka County DATE: 9/9/2026

ATTN: Lynn Bundy
RE: Truck shop split unit

We hereby propose to complete the referenced project as follows:

INCLUSIONS: Items included under this proposal.

- **Install electrical circuit to Split unit in Truck shop**
- **Install conduit, wire and Disconnect**
- **Make connections to exterior unit**

EXCLUSIONS: Items **not** included under this proposal.

- **Control wire between Interior and exterior unit**

State of Nevada Contractors License No.: 0092278

Lump Sum Price: $4,980.63

OFFERED BY: _Brian Hill _____ ACCEPTED BY: _____ DATE: _____

Brian Hill
Project Manager / **VOID IF NOT ACCEPTED WITHIN 30 DAYS**

QUANTUM ELECTRIC, LLC
3151 MANZANITA LN.
ELKO, NEVADA 89801

PHONE: (775) 777-2000

quantumelectric@frontiernet.net

TO: Eureka County

DATE: 9/9/2026

ATTN: Lynn Bundy
RE: Hog pen booster well

We hereby propose to complete the referenced project as follows:

INCLUSIONS: Items included under this proposal.

- **Install electrical circuit to Split unit in Hog pen booster well**
- **Install conduit, wire and Disconnect**
- **Make connections to exterior unit**

EXCLUSIONS: Items **not** included under this proposal.

- **Control wire between Interior and exterior unit**

State of Nevada Contractors License No.: 0092278

Lump Sum Price: 2,722.75

OFFERED BY: _Brian Hill _____ ACCEPTED BY: _____ DATE: _____

Brian Hill
Project Manager / **VOID IF NOT ACCEPTED WITHIN 30 DAYS**

QUANTUM ELECTRIC, LLC
3151 MANZANITA LN.
ELKO, NEVADA 89801

PHONE: (775) 777-2000

quantumelectric@frontiernet.net

TO: Eureka County DATE: 9/9/2026

ATTN: Lynn Bundy
RE: Eureka Well #2

We hereby propose to complete the referenced project as follows:

INCLUSIONS: Items included under this proposal.

- **Install electrical circuit to Split unit in Well #2 Building**
- **Install conduit, wire and Disconnect**
- **Make connections to exterior unit**

EXCLUSIONS: Items **not** included under this proposal.

- **Control wire between Interior and exterior unit**

State of Nevada Contractors License No.: 0092278

Lump Sum Price: 2,485.82

OFFERED BY: Brian Hill _____ ACCEPTED BY: _____ DATE: _____

Brian Hill
Project Manager / **VOID IF NOT ACCEPTED WITHIN 30 DAYS**

SNYDER MECHANICAL
NV LICENSES : C-21 52871 | C-1 52869 | A20 58315

P.O. BOX 2775
4745 MANZANITA LANE
ELKO, NEVADA 89803
PHONE 775.738.5616
FAX 775.738.5344

September 3, 2026

Sent via email: lbundy@eurekacountynv.gov

Eureka County Public Works
Attn: Lynn Bundy
701 US-50
Eureka, NV 89316
(775) 318-0443

Re: Install Ductless Mini Splits

Snyder Mechanical offers you the following scope of work and estimates to install three ductless mini splits provided by and for the Eureka County Public Works Department.

Snyder Mechanical will install an existing Mitsubishi 2-Ton high wall heat pump for the Road Shop break room.

Snyder Mechanical will install an existing Mitsubishi 2.5-Ton high wall heat pump at the Hog Pen Booster Station. We will core a hole through the exterior wall for the refrigeration piping to the outdoor heat pump.

Snyder Mechanical will install the new Carrier 2.5-Ton high wall heat pump at the Main Well #2. We will core a hole through the exterior wall for the refrigeration piping to the outdoor heat pump.

All three of the outdoor heat pumps will be located on the exterior wall of each indoor unit. Snyder Mechanical will connect the refrigeration piping and control wiring to the equipment and complete a start-up on the equipment to ensure it is operating correctly.

Our price for the Road Shop installation is $1,888.00.

Our price for the Hog Pen Booster Station installation is $1,988.00

Our price for the Main Well #2 installation is $1,869.00

TERMS OF SERVICE

Installation Terms:
Once this proposal is approved and signed, the following terms are required.

SNYDER MECHANICAL
NV LICENSES : C-21 52871 | C-1 52869 | A20 58315

P.O. BOX 2775
4745 MANZANITA LANE
ELKO, NEVADA 89803
PHONE 775.738.5616
FAX 775.738.5344

Down payment is required prior to any materials or equipment being ordered. Down payment is also required for any scheduling of work. The down payment required is the amount of half (1/2) or greater than the contract amount.

The balance of the contract amount shall be paid as follows:

Net 15 days from the final installation/completion date.

Snyder Mechanical reserves the right to pursue all means necessary, both legal or general business practices, to collect any past due amounts. All past due amounts will incur interest charges of 15% per annum.

Client/Homeowner Authorization

9-9-2026
Date

Exclusions:

Fees or Permits.
All Line Voltage Electrical.
Sealing or Patching of roof penetrations.
Demolition or item removal to gain access to work area.

These prices are valid for not more than fourteen (14) days from the date of the proposal unless noted otherwise. Please contact me if you would like us to get started.

Respectfully Submitted,

Marc P Espinoza

SNYDER MECHANICAL
NV LICENSES : C-21 52871 | C-1 52869 | A20 58315

P.O. BOX 2775
4745 MANZANITA LANE
ELKO, NEVADA 89803
PHONE 775.738.5616
FAX 775.738.5344

September 3, 2026

Sent via email: lbundy@eurekacountynv.gov

Eureka County Public Works
Court House
10 S Main St.
Eureka, NV 89316
(775) 318-0443

Attn: Lynn Bundy

Re: Replace Court House RTU

Snyder Mechanical offers you the following scope of work and estimates to replace the Ttrane HVAC unit from the roof of the court house.

Snyder Mechanical will remove the Trane model TCD060C30CBC HVAC equipment from the roof.

Snyder Mechanical will furnish and install a new Carrier Model # 50FEQA06 Series roof top unit with an economizer. Per code, Snyder mechanical does include a duct detector. We do not include the interlocking of the duct detector the building's fire alarm or life safety systems. We will also furnish and install a KCC Manufacturing curb adapter to allow the new Carrier unit to fit onto the existing roof curb. Snyder Mechanical will disconnect and reconnect the natural gas piping.

Snyder Mechanical does *not* include disconnecting and reconnecting of the line voltage electrical, conduit, cable and accessories for this unit.

Snyder Mechanical will start up this system to ensure it is properly operating.

Our price for this installation is $16,473.00.

Exclusions:

Fees or Permits.
All Line Voltage Electrical.
Demolition or item removal to gain access to work area.

SNYDER MECHANICAL
NV LICENSES : C-21 52871 | C-1 52869 | A20 58315

P.O. BOX 2775
4745 MANZANITA LANE
ELKO, NEVADA 89803
PHONE 775.738.5616
FAX 775.738.5344

These prices are valid for not more than fourteen (14) days from the date of the proposal unless noted otherwise. Please contact me if you would like us to get started.

Respectfully Submitted,

Marc P Espinoza

TERMS OF SERVICE

Installation Terms:
Once this proposal is approved and signed, the following terms are required.

Down payment is required prior to any materials or equipment being ordered. Down payment is also required for any scheduling of work. The down payment required is the amount of half (1/2) or greater than the contract amount.

The balance of the contract amount shall be paid as follows:

Net 15 days from the final installation/completion date.

Snyder Mechanical reserves the right to pursue all means necessary, both legal or general business practices, to collect any past due amounts. All past due amounts will incur interest charges of 15% per annum.

Client/Homeowner Authorization

9-9-2026
Date

From: Lisa Schaefer
To: Lisa Schaefer
Subject: [EXTERNAL] NACCEO social media post
Date: Wednesday, September 30, 2026 8:57:29 AM
Attachments: NACCEO Social Media - Sept 29 2026.docx
NACCEO Youve Got Questions Graphic.png

CAUTION: This Message originated outside your organization.

Good morning NACCEO!

We've created our first social media post and graphic (attached) for NACCEO, and while we're having a bit of a challenge getting a Facebook page set up for the association, we wanted to get this first post in your hands so that you can still use it on your own county social media pages. Our first post is designed to establish NACCEO and its members as the source for accurate local election information. We'll be working on additional posts about the upcoming voter registration deadline, mail ballot distribution and early voting in the coming weeks as well.

We do want to be responsive to things that you are hearing on the ground as well, so if there are questions or issues that keep bubbling up, please pass those along to me so we can help with some additional posts.

Have a great rest of the week!

Lisa

Lisa Schaefer
Owner | RealTalk Strategies
717-649-1541
lisa@realtalkstrategies.com
www.realtalkstrategies.com

Lead Loud. Build Better.

From: NACO
To: County Commission
Subject: [EXTERNAL] NACO News 09-11-26
Date: Friday, September 11, 2026 2:55:38 PM

CAUTION: This Message originated outside your organization.

NACO NEWS

Weekly Updates and Information Important to Nevada's Counties

September 11, 2026

Join the NACO Team!

Health & Human Services Research & Policy Analyst

The Nevada Association of Counties (NACO) is looking for a Health & Human Services Research & Policy Analyst to join our team in Carson City.

Opioid Use Disorder Treatment in Rural Jails Free Operational Support & Peer Learning

Rural jails face the overdose crisis with fewer staff, less healthcare infrastructure, and fewer resources than larger systems. This free program brings practical, hands-on coaching to begin or expand medication for opioid use disorder directly to your facility — no cost, no travel required. Click here to learn more about this practical, no-cost coaching built for the realities of rural jails.

For information on the large metro area working group, click here.

This is a great opportunity for a professional who wants to work at the intersection of health and human services, public policy, research, and local government.

We're looking for someone with at least 2–4 years of progressively responsible experience in public administration, health and human services, government relations, research and policy analysis, or program management, or an equivalent combination of education and experience. A more experienced candidate may be hired as a Senior Research & Policy Analyst based on experience, qualifications, and capacity to assume greater responsibility upon hire. Click **here** to learn more and apply to join the NACO Team.

Upcoming Events & Meetings

NACO Annual Conference, Douglas County - **September 22-24**

UNR Field Day & Ag Expo - **September 25th, Reno**

Online Resources

- NACO Website
- 2026 NACO Directory
- National Association of Counties (NACo)
- Nevada Ethics Resources
- NACo County Explorer *Baseline county specific data on multiple topics.*

Educational Opportunities

National Association of Counties (NACo)

NACo Policy Insider Webinar Series: Understanding the Federal Landscape for Counties - **September 24**

NACo Knowledge Network - A Library of Virtual Content

Recordings of past NACO

Resource Advisory Councils (RAC) Call for Nominations

On Thursday, the Bureau of Land Management (BLM) published a notice in the federal register requesting nominations for 20 of the Bureau's statewide and regional RACs.

The RACs provide advice and recommendations to the BLM on land use planning and management of the National System of Public Lands within the geographic areas for which the RACs are organized. **Applications are due October 26, 2026**. Click **here** for Nevada specific information, explore the notice **here**.

News from the National Association of Counties (NACo)

Housing Shortages Limit Community Building in Rural Communities

Building housing in rural areas can be costly, but when housing supply doesn't meet local needs, persistent but less-measurable costs emerge that weaken the local networks and undermine the qualities that make communities attractive to year-round residents and visitors alike. When counties' housing markets price out workers, they lose a population that participates in civic live, volunteerism and community building. Learn more **here**.

NACo Hosts Policy Luncheon Series for Congressional Staff

NACo convened its invite-only congressional staff policy luncheon series this month, focused on grassroots advocacy strategies and the county role in mobilizing local voices on federal policy. The sessions brought together Hill staff from key committee and leadership offices to discuss NACo member engagement, recess outreach and the mechanics of effective in-district advocacy. Building this kind of direct relationship between county officials and Capitol Hill staff reflects NACo's core belief that federal policy works best when it is shaped by the people implementing it on the ground.

For more information on NACo Grass Roots Advocacy, access their Hub **here**, and get access to tools to help your county advocate in Washington.

House Begins Reauthorization Process for Drinking Water State Revolving Fund Program

On August 27, leaders on the U.S. House Committee on Energy and Commerce announced the beginning of the reauthorization process for the Drinking Water State Revolving Fund (DWSRF) by circulating a discussion draft of the Safe Drinking Water Infrastructure Improvement Act of 2026. The discussion draft would reauthorize the DWSRF through fiscal year (FY) 2031 and authorize $1.126 billion annually for the program.

Workshops can be viewed on the education and training page at nvnaco.org.

Employment Opportunities

Carson City - Churchill - Clark
Douglas - Elko - Esmeralda
Eureka - Humboldt - Lincoln
Lyon - Mineral - Nye - Pershing
Storey - Washoe - White Pine

If your county has open positions you would like us to showcase please email Amanda with the details.

Counties are owners, operators and regulators of public drinking water systems and use the DWSRF to access affordable financing and uphold federal water quality standards. Introducing reauthorization legislation is an important first step to ensure the program continues to serve counties and residents prior to its expiration on September 30, 2026. Learn more **here**.

NACO is Proud to Support These Programs Beneficial to Counties

Discover how these programs can benefit your county, your staff, and your community!

NACO Community Partnership Program

We are thankful for the support of these private sector partners in support of Nevada's Counties.

Prospector
ENGIE North America, NextEra Energy, WellPath

Silver
Griswold Receivers

For information on the NACO Community Partnership Program, please visit our website.

Nevada Association of Counties
For more information on NACO, our mission, and how we assist Nevada's counties visit www.nvnaco.org or contact us.

Constant Contact

From: NACO
To: County Commission
Subject: [EXTERNAL] NACO News 09-18-26
Date: Friday, September 18, 2026 11:37:41 AM

CAUTION: This Message originated outside your organization.

NACO NEWS

Weekly Updates and Information Important to Nevada's Counties

September 18, 2026

Join the NACO Team!

Health & Human Services Research & Policy Analyst

The Nevada Association of Counties (NACO) is looking for a Health & Human Services Research & Policy Analyst to join our team in Carson City.

This is a great opportunity for a professional who wants to work at the intersection of health and human services, public policy, research, and local government.

We're looking for someone with at least 2–4 years of progressively responsible experience in public administration, health and human services, government relations, research and policy analysis, or program management, or an equivalent combination of education and experience. A more experienced candidate

We look forward to seeing many of you in Douglas County for the 2026 NACO Annual Conference!

Due to the conference the NACO News will not be distributed next week.

Stay tuned to the October 2nd special edition for highlights of the conference!

News from the National Association of Counties (NACo)

HUD Expected to Revise Continuum of Care (COC) NOFO Following Court Decision

On September 11, the U.S. Department of Housing and Urban Development (HUD) issued a notice titled “Notice of Research Justifying Additional Incentives for Certain Activities to Reduce Homelessness.” The agency is seeking

may be hired as a Senior Research & Policy Analyst based on experience, qualifications, and capacity to assume greater responsibility upon hire. Click **here** to learn more and apply to join the NACO Team.

Upcoming Events & Meetings

NACO Annual Conference, Douglas County - **September 22-24**

UNR Field Day & Ag Expo - **September 25th, Reno**

Online Resources

- NACO Website
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Recordings of past NACO Workshops can be viewed on the education and training page at nvnaco.org.

Employment Opportunities

Carson City - Churchill - Clark Douglas - Elko - Esmeralda Eureka - Humboldt - Lincoln Lyon - Mineral - Nye - Pershing Storey - Washoe - White Pine

If your county has open positions you would like us to showcase please email Amanda with the details.

public comment regarding several eligible activities under the Continuum of Care (CoC) Program that it looks to promote through bonus payments and other incentives.

This follows a federal court decision last month to vacate a proposed CoC notice of funding opportunity (NOFO) for fiscal year (FY) 2026. The suspended NOFO would have directed a significant amount of program funding toward transitional housing and supportive service projects through a $1.3 billion set-aside, effectively limiting its use for permanent supportive housing projects. Learn more **here**.

NTIA Announces Planned Use of Portion of Remaining BEAD Funds

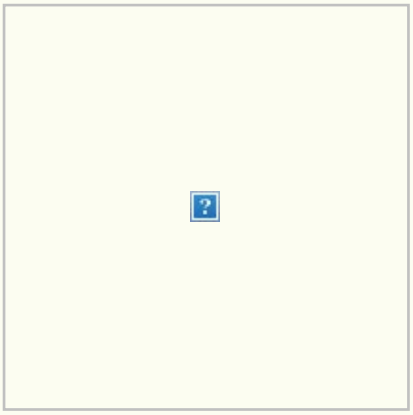
On September 3, the National Telecommunications and Information Administration (NTIA) announced the availability of additional funding under the Broadband Equity Access and Deployment (BEAD) program to serve remaining locations unserved by high-speed internet. The announcement, which was accompanied by a Supplemental Deployment Policy Notice detailing the next steps, represents a green light on a portion of BEAD program funding that was reserved from use after the Benefit of the Bargain bidding round administered by states last year following the BEAD program's restructuring guidance issued in June of 2025.

Counties remain in support of federal policies and program that help close the digital divide by subsidizing the deployment of high-speed broadband infrastructure in unconnected and underserved areas. Learn more **here**.

Census Bureau Proposes Permanent Changes to the 2030 Census

On September 10, the U.S Census Bureau published a proposed rule to the 2030 Decennial Census that would create two new parts of the 15 Code of Federal Regulations (CFR) that among other changes would a) define "usual residence" that excludes foreign persons previously counted that are not U.S. citizens or lawful residents, and b) would eliminate any questions about race, ethnicity and sexual orientation from the census questionnaire used to enumerate the population. The proposed ruling outlines only 30 days for public comments, which are due on October 13. Discover more **here**.

NACO is Proud to Support These Programs Beneficial to Counties



Discover how these programs can benefit your county, your staff, and your community!

NACO Community Partnership Program

We are thankful for the support of these private sector partners in support of Nevada's Counties.

Prospector
ENGIE North America, NextEra Energy, WellPath

Silver
Griswold Receivers

For information on the NACO Community Partnership Program, please visit our website.

Nevada Association of Counties
For more information on NACO, our mission, and how we assist Nevada's counties visit www.nvnaco.org or contact us.

Nevada Association of Counties | 304 S. Minnesota St. | Carson City, NV 89703 US

Unsubscribe | Update Profile | Constant Contact Data Notice

Constant Contact

From: SOS - PIO
To: SOS - PIO
Subject: [EXTERNAL] Nevada Secretary of State's Office releases 2026 Ballot Question Guide
Date: Tuesday, September 29, 2026 11:50:51 AM
Attachments: image001.png

CAUTION: This Message originated outside your organization.

FRANCISCO V. AGUILAR
NEVADA
SECRETARY of STATE

FOR IMMEDIATE RELEASE
September 29, 2026
CONTACT: Cecilia Heston
Public Information Officer
SOSPIO@sos.nv.gov

Nevada Secretary of State's Office releases 2026 Ballot Question Guide

CARSON CITY, NV – The Nevada Secretary of State's Office released the 2026 Ballot Question Guide to provide voters with information about the two statewide ballot questions and six county and city questions appearing on the 2026 General Election ballot.

"Voters will make decisions this November that could change the Nevada Constitution and directly affect their own communities," said Secretary of State Francisco Aguilar. "Nevadans deserve clear, nonpartisan information about what they are being asked to decide before they vote. The Secretary of State's Office wants to ensure all voters have access to this information, so the ballot guide will be available in several different languages, including American Sign Language for the first time."

Statewide Question 6 and Question 7 will be on the General Election ballot for the second time. Both ballot questions passed during the 2024 General Election and must be voted on for a second time. If they pass again during the 2026 General Election, they will amend the Nevada Constitution. There will be no statewide

questions 1–5 on the 2026 General Election ballot. There were a number of ballot initiatives circulated, but none of them gained enough valid signatures to qualify for the general election ballot.

For statewide Questions 6 and 7, the guide includes the ballot question, an explanation and digest, arguments for and against passage, rebuttals, a fiscal note and the full text of the proposed constitutional amendment. The guide also contains summaries of six local ballot questions appearing in Churchill, Douglas, Lincoln and Washoe counties, and Boulder City in Clark County. Voters should contact their county or city election office for additional information about local ballot questions.

The guide is available in Amharic, Arabic, Chinese, Farsi, Korean, Spanish, Tagalog, Thai, Vietnamese. In addition to these written translations, the Secretary of State's Office is providing American Sign Language (ASL) translations of statewide Question 6 and Question 7 for the first time.

The guide is being released as county election offices prepare to mail ballots. Ballots have gone out to military and overseas voters and other out-of-state voters. In-state mail ballots will be sent Oct. 5-8, depending on the county. All active registered voters will receive a mail ballot unless they have opted out.

2026 Statewide Ballot Questions Summary:

- Question 6: Proposes to amend the Nevada Constitution to make abortion access an individual right.
- Question 7: Proposes to amend the Nevada Constitution to require voter identification before voting in-person or by mail.

Both questions passed during the 2024 General Election. If approved by voters again in 2026, they will amend the Nevada Constitution.

2026 County and City Ballot Questions Summary:

- Churchill: Additional property tax for Fallon Churchill County Volunteer Fire Department equipment.
- Boulder City: One data center land-use question and one Capital Improvement Fund spending question.
- Douglas: Separating the combined clerk-ex officio treasurer into two elected offices.
- Lincoln: General obligation bonds for school facilities.

Washoe: Advisory road-use fee for electric and hybrid passenger vehicles.

The full ballot guide can be found here.

Important dates for the 2026 General Election

- Early Voting: Early voting runs from October 17 through October 30. County polling locations may be found here.
- Election Day: Election Day is November 3. Polls will be open from 7 a.m. to 7 p.m.
- Mail Ballots: October 20 is the last day to register or update an existing registration and be mailed a ballot. Mail ballots must be postmarked on or before Election Day and received by the county election official no later than November 7 to be counted. The SOS recommends mailing ballots at least one week before Election Day. Voters may also return their mail ballot at any official dropbox in their county.
    - Track your ballot: Voters can sign up to track their mail ballot on MyBallot.NV.gov.
- NVEASE: Nevada's Effective Absentee System for Elections will be available no later than Sept. 25 at NVEASE.gov. NVEASE is available for military and overseas citizens, Nevadans with a disability and Tribal members living on a reservation or colony in Nevada.
- Same-Day Voter Registration: Voters can register to vote or update their voter registration online at VOTE.NV.gov or in-person during early voting or on Election Day at a polling location.

Additional information about the 2026 Election Cycle can be found here.

For questions about voting, registration or the 2026 General Election, please contact the Nevada Secretary of State's Office Elections Division at (775) 687-VOTE (8683) or by email at nvelect@sos.nv.gov.

###

From: sunnydayschoolllc@gmail.com
To: County Commission
Subject: [EXTERNAL] Partnership proposal: free childcare for Las Vegas-area families
Date: Monday, September 14, 2026 10:49:08 AM

CAUTION: This Message originated outside your organization.

Dear Eureka County Commissioners,

I'm writing on behalf of Sunny Day Foundation, a Las Vegas-based 501(c)(3) nonprofit serving children and families. We're reaching out to counties across Nevada with a simple goal: help children in the Las Vegas area receive quality childcare at no cost to their families. If there's a better contact in your Human Services department for this, I'd appreciate being pointed in the right direction.

Childcare costs remain one of the biggest barriers for working parents. When care is free and reliable, parents can work steady hours, children get a safe and nurturing environment, and the whole community benefits.

We're asking Eureka County's Human Services department to consider supporting this effort — through grant funding, a subsidy partnership, or referrals of families who could benefit. The foundation would administer the support directly, covering childcare costs for qualifying families, and we're happy to align with county priorities, eligibility criteria, and reporting requirements.

Would you be open to a brief call next week to discuss how we could work together? I'd welcome the chance to share more about the program and answer any questions.

Thank you for the work you do for Nevada families.

Warm regards,
Yahya Holland
Fundraising Coordinator
Sunny Day Foundation
https://www.sunnyday.foundation/

Eureka County Recreation Board
September 22, 2026
9:00 A.M.

Posted September 16, 2026

NOTICE IS HEREBY GIVEN that the Eureka County Recreation Board will MEET:

PLACE: EUREKA COUNTY COURTHOUSE
COMMISSIONER CHAMBERS

AGENDA

1. ***Call to Order***

2. ***Approve Agenda. (For Possible Action)***

3. **** Public Comment & Discussion. (Discussion***

4. ***Review of Financial Status of Recreation Board. (Discussion)***

5. ***Correspondence. (Discussion)***

6. ***Review & Approve Minutes of Regular Meeting July 28, 2026. (For Possible Action)***

7. ***Deputy Clerk Recorder II – Katelyn Ziemann***
   This is regarding the County Commissioners requesting reports from the County Advisory boards. (For Discussion/Possible Action)

8. ***Nevada Outdoorsmen in Wheelchairs - Chad Bliss***
   Requesting $3,500.00 to assist with necessary expenses sponsoring hunting expedition for handicapped individuals. Last year requested $3,000.00.
   (For Discussion/Possible Action)

9. ***Social Media Specialist – Errol Porter***
   Discuss/Update on media activity for the Recreation Board. (For Discussion)

10. ***Eureka County Recreation Board***
    Discuss date for a special meeting in which all persons would present their annual requests. (For Discussion/Possible Action)

11. ***Eureka County Recreation Board***
    Board members will review and prioritize their list capital projects they would like to see for the next five years. (For Discussion/Possible Action)

12. **** Public Comment & Discussion. (Discussion)***

13. Review Funds Expended and Set Next Meeting Date (Discussion)

14. Adjournment (For Possible Action)

(Possible Action) Means the Board may take action upon the item but is not required to. Unless otherwise stated, items may be taken out of the order presented as the discretion of the Chairman.

**** NOTICE: Under Public Comment and Discussion no action may be taken on a matter raised under this item until the matter has been specifically included on the agenda as an item upon which action will be taken.***

This agenda was posted electronically at Eureka County's website (https://events.eure-kacountynv.gov/meetings) and Nevada's public notice website (www.notice.nv.gov).
Supporting materials for this meeting may be requested from the Recreation Board by emailing Robin Hicks at brhicks1108@sbcglobal.net.

Posted: Court House; Post Office; Chevron Station; County Clerk's Office; Raines Market

NOTICE TO PERSONS WITH DISABILITIES: People who require special assistance at the meeting are required to notify the County Clerk's Office at (775-237-5263) prior to 9:00 a.m. on the day of the meeting.

Vitality Unlimited Mobile Services

Providing behavioral health treatment within 200 miles of Elko City

Services include:

- Mental health therapy
- Alcohol and drug counseling (including opioids)
- Medication assisted treatment
- Targeted case management
- Peer Recovery Support Services
- Primary care

Please bring photo ID and insurance card for first appointment.

To make an appointment call: 775-777-8477

Oct. 1: Crescent Valley - Town Center (8:30-5)
Oct. 2: Wells - Family Resource Center (8-5)

Oct. 6: Jackpot - Rec Center (10-5 Mountain Time)
Oct. 7: Eureka - Raine's Market (9:30-5)
Oct. 8: Ely - WBR Rural Health Clinic (8-3)
Oct. 9: West Wendover - Smith's (10-5 Mountain Time)

Oct. 13: Battle Mountain - Frontier Community Coalition (8:30-5)
Oct. 14: Carlin - Senior Center (8-12:30)
Oct. 15: Crescent Valley - Town Center (8:30-5)
Oct. 16: Wells - Family Resource Center (8-5)

Oct. 20: Jackpot - Rec Center (10-5 Mountain Time)
Oct. 21: Eureka - Raine's Market (9:30-5)
Oct. 22: Ely - WBR Rural Health Clinic (8-3)
Oct. 23: West Wendover - Smith's (10-5 Mountain Time)

Oct. 27: Battle Mountain - Frontier Community Coalition (8:30-5)
Oct. 28: Carlin - Senior Center (8-12:30)
Oct. 29: Elko - FISH (8-1) Homeless Camp (2-5)
Oct. 30: Closed for Nevada Day

Funding for this project was made possible in whole or in part by the Nevada Department of Health and Human Services (DHHS) Director's Office through the Fund for a Resilient Nevada, established in Nevada Revised Statutes 433.712 through 433.744.

VITALITY UNLIMITED
VITALITY INTEGRATED PROGRAMS
COMPLETE BEHAVIORAL HEALTH - MOBILE SERVICES

www.vitalityunlimited.org

WHERE YOU ARE THE VIP

ALLISON MACKENZIE

ATTORNEYS & COUNSELORS AT LAW

You're Invited

to join us to celebrate
the great state of Nevada!

Party like it's 1864!

Music, Libations, Food & Fun

Saturday October 31st, 2026

After the Parade

at Allison MacKenzie
402 North Division Street
Carson City, Nevada

ALLISON MACKENZIE

ATTORNEYS & COUNSELORS AT LAW

Jim Cavilia
Chris MacKenzie
Ryan Russell
Joel Lake
Kyle Winter
Daniel Judd
Robert Morgan-Beesley
Keith Ketola
Luke Henrie

Of Counsel:
George Allison
Joan Wright
Mike Pavlakis
Patrick Fagan
Karen Peterson

From:	Hallee Dechambeau
To:	Jake Tibbitts; Annex Room Bar; Chad Bliss; Carl Olsen; Russell Conley; Jim Evans; PAUL ETZLER; Gary L Mccuin; Jim Baumann
Cc:	Samual Ault; Elisabeth Puentes; Jason Spence; Jared Bybee; Jon Sherve; Marty Plaskett; Rich McKay; Michael Schoenwald; Board Of Commissioners
Subject:	Eureka NRAC Meeting
Start:	Wednesday, November 4, 2026 6:00:00 PM
End:	Wednesday, November 4, 2026 8:30:00 PM
Location:	701 S Main St (701 S Main St, Eureka, Nevada, United States)

The Eureka Natural Resource Advisory Commission will hold their October meeting on Thursday, October 15, at 6 PM, at 701 S. Main Street, Eureka, NV. An agenda will be shared at a later date.

Thank you,

Hallee Dechambeau

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/281901294057307?p=CTCjynWuQl0XegkoYh
Meeting ID: 281 901 294 057 307
Passcode: JN95yp7F

Need help? <https://aka.ms/JoinTeamsMeeting?omkt=en-US> | System reference <https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTZlZGU3NzctMDEzYy00ZjVkLWFkMmItMjU3M2FiZjA1ZWU5%40thread.v2/0?context=%7b%22Tid%22%3a%22565f7971-0679-418f-8ba6-396c822c7b50%22%2c%22Oid%22%3a%225c4c0b31-68f7-425a-8fe7-473598b9e75b%22%7d>
Dial in by phone
+1 469-612-6642,,23410177# <tel:+14696126642,,23410177#> United States, Midlothian
Find a local number <https://dialin.teams.cloud.microsoft/d232fe4d-261a-4921-81a6-c9864f4d3d0c?id=23410177>
Phone conference ID: 234 101 77#
Join on a video conferencing device
Tenant key: eurekacountyus@m.webex.com
Video ID: 112 962 372 4
More info <https://www.webex.com/msteams?confid=1129623724&tenantkey=eurekacountyus&domain=m.webex.com>
For organizers: Meeting options <https://teams.microsoft.com/meetingOptions/?organizerId=5c4c0b31-68f7-425a-8fe7-473598b9e75b&tenantId=565f7971-0679-418f-8ba6-396c822c7b50&threadId=19_meeting_ZTZlZGU3NzctMDEzYy00ZjVkLWFkMmItMjU3M2FiZjA1ZWU5@thread.v2&messageId=0&language=en-US> | Reset dial-in PIN <https://dialin.teams.cloud.microsoft/usp/pstnconferencing>
<https://www.eurekacountynv.gov/media/jl1nfq1l/eurekacounty_logo_full_color_rgb_900px_w_72ppi.jpg>
Eurekacountynv.gov

Eureka County Television District

FCC licenses next renewal is MAY 2030 for their expiration on October 1, 2030

www.eurekacountytelevisiondistrict.com

P.O. Box 163, Eureka, Nevada 89316, Telephone 775/340-4697 ***Guests:***

Attending Members: Chairman Klatt, Tracy Moylan, Elmer Porter

Phone in: Eldon Brown **,** Vice-Chair Rebaleati

Richard Musselman – McEwen Mining
Gibrann Lopez Gonzalez – McEwen Mining

MEETING MINUTES

Eureka County Television District will meet in regular session on:
Date: Wednesday September 2, 2026
Time: 10:00 PM
Place: Eureka County Courthouse, Commissioner's Meeting Room, 10 South Main Street, Eureka, Nevada.

Call to order

1. **Establish Quorum** *10:07 hrs 1 in person 3 on phone*

2. **Pledge of Allegiance** *Led by Member Klatt*

Public Comment and Discussion – discussion only **-** *None*

General Business

1. **Approval of agenda - for possible action** *Member Porter motioned to accept the agenda as presented, Member Moylan seconded, approved (4-0).*

2. **Approval of minutes from previous meetings – August 5, 2026 - for possible action** *Member Moylan motioned to accept the August 5 minutes as presented, Member Brown seconded, approved (4-0)*

3. **Discuss, approve or deny – Final contract for rack space on Prospect Peak for McEwen Mining - for possible action –** *Changes to equipment proposed by Gibrann Lopez Gonzalez with McEwen Mining to place 6' dishes vs the 3' they previous requested. A structural evaluation will need to be done to make sure the structure can hold the larger dishes. Will be addressed at Oct 7,2026 meeting – Discussion*

4. **Approve or deny – Final Draft for board member ad – for possible action –** *Post ad as written for 1 month and see what kind of response we get, if needed will run for an additional month. Member Brown motioned to approve ad and posting, Member Moylan seconded, approved (4-0)*

5. **Expense Report - for possible action -** *Member Brown motioned to accept the expenses as presented, Member Porter seconded, approved (4-0)*

Humboldt County Television District	$ 823.04	Monthly fiber service
Eagle Communications, LLC	$ 3,000.00	Monthly maintenance
Switch Data Center	$ 1,456.00	Monthly fiber switch services
Kimber Elliott	$ 1,500.00	Monthly administrative svc.
Lander County	$ 250.00	Monthly equipment space

AT&T $ 1,091.40 +/- Monthly Argenta Fiber svc.

Any other bills received after the agenda was posted – for possible action *None*
(A list of bills and supporting documents will be submitted to the Board at the meeting).

6. **Maintenance Report – discussion only** *Presented by Paden & Scott, Eagle Communications*

A. Tank Hill – *All good*
B. Prospect Peak – *Still waiting Ice shield, possibly next week*
7. Argenta Ridge / Lander County Courthouse – *Generator went out, replaced battery, had a breaker failure, still needs more work*
8. **Discussion and possible approval of additional work, equipment and improvements at various sites – for possible action** - *Paden with Eagle Communications, will work on structural evaluation and engineering for larger dish requested by McEwen mining.*

9. **Old Business – we received an email from Amanda Harris Re: Lander Co TV board members. They do have a full board. - discussion only -** *Confirmed*

10. **New Business - discussion only -** *None*

Public Comment - None

Adjournment – *f*or possible action *Motion made by Member Moylan at 10:40 hrs.*

RECEIVED

SEP 30 2026

EUREKA COUNTY COMMISSIONERS

Dear Eureka County Commissioners,

Thank you for purchasing 32 new Stalls. We had over 150 contestants and desperatly needed them. We appreciate the county's continued support for our rodeo club.

Quil Filippini — Eureka Rodeo Club

Charlee Sestanovich

Brone Tibbitts

Ronald

Annie Tibbitts

Louie & Leila Venturacci

Henry Buchanan

Jedi

Natalie Bliss

Frank Buchanan

Nia Bliss

Hadley Bliss

Kaylee + Leah Ostrich

Hunter Dixon

Shutterfly

NEVADA ASSOCIATION OF COUNTIES (NACO)

Board of Directors' Meeting
Tuesday, September 22, 2026
Immediately Following the Annual Business Meeting
Tahoe Blue Event Center
Azure Room
75 Hwy 50
Stateline, NV 89449

NOTICE TO THE PUBLIC:
The public may provide public comment in advance of a meeting by written submission to the following email address: info@nvnaco.org For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

AGENDA
Items on the agenda may be taken out of order. The NACO Board may combine two or more agenda items for consideration. The NACO Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Call to Order, Roll Call and Pledge of Allegiance

1. Public Comment. Please Limit Comments to 3 Minutes

2. Approval of Agenda. **For Possible Action**

3. Approval of Minutes of the August 28, 2026, NACO Board of Directors Meeting. **For Possible Action**

4. Approval of NACO Staff Recommendations for NACO Participatory Democracy Awards and NACO Honor Roll Awardees. **For Possible Action**

5. Discuss the creation of a NACO Finance Committee, including review of DRAFT Finance Committee guidance. **Information Only**

6. Presentation from the Nevada Association of Conservation Districts (NvACD). **Information Only**

7. Update from Extension Director on Community Needs Survey Relaunch & County Engagement Plans. **Information Only**

8. Update from NACO's Government Affairs Manager. **Information Only**

<u>Updates from National Standing Committees:</u>

9. Updates from Members of the National Association of Counties Board, including the Rural Action Caucus and the Midsize County Caucus

10. Updates from Members of the Western Interstate Region Board

11. Updates from Member Counties

12. Public Comment. Please Limit Comments to 3 Minutes

Adjournment.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify NACO in writing at 304 S. Minnesota Street, Carson City, NV 89703, or by calling (775) 883-7863 at least three working days prior to the meeting.

Members of the public can request copies of the supporting material for the meeting by contacting Amanda Berg at (775) 883-7863. Supporting material will be available at the NACO office and on the NACO website at: www.nvnaco.org

This agenda was posted at the following locations:
NACO Office 304 S. Minnesota Street, Carson City, NV 89703
Washoe County Admin. Building 1001 E. Ninth Street, Reno, NV 89520
Elko County Manager's Office 540 Court Street #101, Elko NV 89801
POOL/PACT 201 S. Roop Street, Carson City, NV 89701
NACO Website: www.nvnaco.org

NEVADA ASSOCIATION OF COUNTIES (NACO)

Board of Directors' Meeting
August 28, 2026, 9:30am
NACO Conference Room
304 S. Minnesota Street
Carson City, NV 89703

UNADOPTED MINUTES

Attendance: President Gardner, Vice President Keller, Past President Andreozzi, Carson City Supervisor Giomi, Esmeralda County Commissioner Perez, Humboldt County Commissioner Tipton, Lander County Commissioner Helming, Lincoln County Commissioner Reese, Pershing County Commissioner Crim, Storey County Commissioner Carmona, Washoe County Commissioner Herman, White Pine County Commissioner Carson, Fiscal Officer Kalt and NACO Staff (Amy Hyne-Sutherland, Jennifer Berthiaume, and Amanda Berg)

The meeting was called to order at 9:31 a.m.

1. **Public Comment**. None was given.

2. **Approval of Agenda**. The agenda was approved as presented on a motion by Vice President Keller with second by Supervisor Giomi.

3. **Approval of Minutes of July 31, 2026, NACO Board of Directors Meeting**. The minutes were approved as presented on a motion by Vice President Keller with second by Past President Andreozzi.

4. **NACO President's Report**. President Gardner informed the Board that the Nevada Commission on Nuclear Projects announced the retirement of Executive Director Fred Dilger and the appointment of New Executive Director, Belinda Evenden. Noting that Ms. Evenden had been an applicant for the NACO Chief Executive Officer position.

5. **NACO Chief Executive Officer's Report**. Amy drew the Board's attention to the position announcement in the agenda packet for a Health and Human Services Research and Policy Analyst explaining that the initial deadline for candidate review had been extended to September 11th and informing the Board that 6 applications had been received. She also encouraged the Board to share the posting. Amy next discussed changes to the NACO calendar for the remainder of the year. She explained that the October meeting was cancelled due to conflicts with Board member calendars that could result in not having a quorum, as well as the fact that it also conflicted with her attendance at the National Committee of County Association Executives annual meeting. Next Amy announced that due to the Clark County work schedule the December meeting would be changed to Thursday, December 10th, which will also allow members to attend the National Finals Rodeo and Cowboy Christmas if they desired. Amy also informed the Board that due to conversations surrounding abatements, she had held a meeting with the Governor's Office of Economic Development (GOED) to ensure county's are included in those discussions. The Governor's Office had stressed the importance of communication with the local Regional Development Authorities and Amy announced that a virtual meeting would be held with GOED and the RDAs on September 14th from 10:30 – noon, and that additional information would be

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distributed once the details were complete. She announced that a newly elected officials training is being developed and that it is currently being planned for January 25th in Carson City. President Gardner asked if it was specific to Commissioners, and Amy clarified that all newly elected officials are welcome and encouraged any existing Commissioners interested in the training to attend as well. Amy also informed the Board that a NACO data center platform is being developed ahead of the 2027 Legislative Session, noting that it is being developed with county input and will include only items that all counties agree on, she also informed the Board that legislation has already been presented around the issue that will affect local authority. Commissioner Helming inquired as to when the next data center meeting would be held, and Amy informed her that a session on the subject is part of the agenda for the Annual Conference. Vice President Keller inquired about National Association of Counties (NACo) activity on the subject and Amy stated that links to NACo meetings would be included in the meeting recap provided by Jennifer.

6. **Ratification of the NACO Executive Committee's appointment of Amy Hyne-Sutherland as NACO Chief Executive Officer, Effective August 1, 2026**. Amy's appointment was unanimously ratified on a motion by Commissioner Tipton with second by Supervisor Giomi.

7. **Approval of NACO Resolution 26-02 in Support of the Charters of Freedom 250 Project**. The resolution was read into the record by President Gardner. Commissioner Helming informed the Board that Lander County had purchased a second set to be displayed in Austin and President Gardner noted that Douglas County had received a recommendation that the plaques be taken to the different schools prior to permanent placement. The resolution was approved on a motion by Past President Andreozzi with second by Commissioner Helming.

8. **Presentation, Review, and Acceptance of NACO's June 2026 Financial Statements**. Fiscal Officer Kalt informed the Board that the Association remains in good financial standing. He noted that Association assets remain strong, all county dues have been received, and that expenses are below the budget amounts. Fiscal Officer Kalt noted that the continued fiscal responsibility of Amy and Amanda's attention to processes and day-to-day expenses are a large part of those budget savings. President Gardner inquired as to the amount set aside for internet services and Amy stated that is one item that is being looked into by staff. She also informed the Board that all budget line items and Association bills and contracts would be looked at closely to identify potential cost savings. The financial statements were accepted on a motion by Past President Andreozzi with second by Vice President Keller.

9. **Update from NACO's Government Affairs Manager**. Jennifer stated that she was excited that Amy's appointment was now official. She informed the Board that she had attended many of the final meetings of the Interim Legislative Committees and had distributed an array of information to the county lobbyist group on the work sessions the committees had undertaken. She informed the Board that she had already created a document to monitor BDRs as they are continuously released and noted that there is already a vast amount that have been submitted. Jennifer also attended the Clark County Commission meeting during which Amy had given a presentation on NACO, and she also attended an Extension farm-to-table event on behalf of the Association.

10. **Update on NACO Annual Conference Planning, Agenda, and Registration**. Amanda informed the Board that there were over 170 registrants, 34 conference sponsors, and 22 exhibitors for the event. She also reminded them of the Dementia Friends and Dementia

Champions training that will take place on Tuesday morning, as well as the Experience Carson Valley tour being planned following the conference on Thursday, noting that there are links to all of the events in the NACO News, published and distributed each Friday. The Board was also informed that the room block had been extended to Friday, September 4th and were encouraged to make their bookings if they hadn't done so already. President Gardner noted that the Minden Mill Distillery tour that would be a part of the Experience the Carson Valley component is a not to be missed event, noting that it is a farm-to-table operation and all of the ingredients used in the distillation of their spirits are grown in Douglas County. It was also clarified that all of the conference events except for the President's Reception would be taking place at the Tahoe Blue Event Center. President Gardner also gave an overview of the County's planning efforts for the President's Reception and discussed the participation of NACo representatives including the Director of Member Engagement, Tammy Tincher.

Updates from Standing Committees:

11. **NACO Legislative Committee**
    a. **Final review and approval of NACO's Bill Draft Requests (BDR) for the 2027 Nevada Legislative Session.** Jennifer informed the Board that President Elect Andriola who Chairs the Committee was absent due to her necessary attendance at the Interim Finance Committee to discuss the recent wildfires in Washoe County. She drew the Boards' attention to the BDR proposals included in the agenda packet, reminding them that they had been discussed during the July meeting. She informed the Board that she had received no questions or concerns during the preceding month from the Board or other county representatives. Jennifer did inform the Board that she had received some interest in the approval of the proposals from outside entities and that the discussions held had indicated support. President Gardner inquired as to if there was another group that would be submitting a BDR regarding the Emergency Management Funding proposal, and Jennifer informed the Board that the proposal was developed in conjunction with the Nevada Emergency Preparedness Association and conversations had been held with Senator Steinbeck, who does have a placeholder BDR regarding the subject. Supervisor Giomi inquired as to whether the Senator knows of NACO's BDR, and it was clarified that he does, but there were differing opinions during discussions with the Senator on the need for base vs. gap funding. Jennifer then clarified that individual county BDRs are not transferable, but that NACO can offer support and collaboration on their development. Collaboration with the League of Cities and Municipalities was also discussed, and while there is consistent communication between staff, the topic of their BDRs submissions was not shared. Amy shard that the League had hired Arc Dome Strategies as their lobbyist for the upcoming session, and Jennifer noted that their Executive Director, Kelly, has acted to course correct the group from previous issues. President Gardner closed the item by encouraging counties to bring their BDR proposals to NACO for support.

12. **NACO Committee of the Emeritus**. This item was taken out of order to accommodate the schedule of Past President Andreozzi who Chairs the Committee. Past President Andreozzi informed the Board that the Committee had met that morning and continues to passionate. The Committee discussion largely centered around refocusing and restructuring the Committee to enhance their mission of education, reminding the Board that past Nye County Commissioner, Joni Eastley was the author of the New Commissioner Handbook. It was also noted that the meeting schedule would be revised at Amy's suggestion so that the

Committee's work would not be hampered by the Board of Directors meeting. Past President Andreozzi informed the Board that the group is currently comprised of past Commissioners Varlin Higbee, Joni Eastley, Laurie Carson, Jerrie Tipton and Bob Hastings. The Committee is also discussing the creation of a Commissioners Corner at the recommendation of Jennifer. The content of the resource would be short video clips addressing issues such as the recent adjournment of a Commission meeting instead of it being recessed . It was clarified for the Board that there are qualifications for membership on the Committee and that it is by invitation. Past President Andreozzi concluded the item by stressing that it is important that participation is consistent and President Gardner noted that it is an important Committee to preserveinstitutional knowledge lost due to term limits.

13. **NACO Committee on Housing Solutions**. Jennifer drew the Boards attention to the agenda packet, containing the BLM presentation on the land disposal program for low-cost housing. She noted that the Committee had also discussed the need to ensure that duplicative efforts to work on housing solutions are reduced by ensuring that the NACO housing solutions committee continues to coordinate with additional partners such as the Governor's Office, GOED, the Nevada Housing Authority, and RDAs.

14. **NACO Committee on Cooperative Extension**. The Committee did not meet; therefore, an update was not provided.

15. **Update and Possible Action. Regarding Public Lands and Natural Resources Issues Affecting Counties Including:**
    a. **Updates from the NACO Public Lands and Natural Resources Subcommittee**. Jeremy Drew from Resource Concepts, Inc. provided the update on behalf of Chair Tipton. Mr. Drew informed the Board that the NACO virtual Energy Forum held on August 14th had been a great success with over 40 attendees and that the presentations and recording were available to members upon request. He informed the Board that a SLUPAC meeting had been held in Battle Mountain and that meetings are scheduled, but that staff tasked with organization was leaving the Department. Mr. Drew discussed the wrapping up of the Legislative Interim Committees and noted that an omnibus style bill on water policy that will affect counties is expected, as well as legislation on wildlife crossings, and data centers including possible elimination of abatements and a potential moratorium within the state were discussed. The Committee also discussed US Forest Service rule updates on land access including a potential repeal of their roadless rule, and revisions of their travel management plans were being discussed. Mr. Drew next reminded the Board that a meeting with the BLM regarding the Greater Sage Grouse would be held at the Annual Conference and the Board was informed that applications for the NACo Academy on Data Centers are due on October 22nd. The Board was also informed that a meeting regarding the Fallon Range and Training Complex land withdrawal would be held on September 22nd and would largely focus on ranching impacts and what qualifies as fair and complete compensation as well as relocation of the Gabbs Hwy. Commissioner Helming inquired as to where the relocation of the Gabbs Hwy. would occur if it would affect Middlegate. Mr. Drew clarified that the relocation would begin about five miles South of the community. The US Forest Service Roadless rule was explained at the request of Commissioner Perez, and it was noted that it will have much more of an impact on other states that are densely forested.

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16. **Updates from Members of the National Association of Counties Board, including the Rural Action Caucus and the Midsize County Caucus**. Vice President Keller informed the Board that he had received a survey to determine the meeting schedule of the Rural Action Caucus. President Gardner informed the Board that the Board of Directors had not met since the Annual Conference in New Orleans. Amy addressed the OMB proposed changes to federal grants and informed the Board that the Senate had passed a Continuing Resolution to delay implementation but that the House would need to take up the matter following the Summer Recess.

17. **Updates from Members of the Western Interstate Region Board**. Commissioner Tipton informed the Board that he would have an update following the groups next meeting in October.

18. **Updates from Individual Member Counties**. Members of the Board gave updates on activities within their counties.

19. **Public Comment**. Carson City Treasurer, Andrew Rasor informed the Board that the county Treasurers are watching BDR288 closely, noting that it appears to be the same as AJR1 from the previous legislative session that would reset real property taxes valuations to those of new construction upon sale or transfer. White Pine County Assessor, Burton Hilton echoed those concerns, noting that if the policy is adopted Assessors will have major concerns regarding implementation and the number of appeals that will be brought before the counties. Both individuals sit on the NACO Board of Directors as non-voting members as the Presidents of their individual Affiliate Associations. Patty Antonucci of NDOT announced that paving will begin in Glenbrook on August 31st and is expected to conclude in the middle of September. She also discussed Burning Man arrangements for traffic control, and the I-80 bridge and wall maintenance being conducted in Washoe County. President Gardner announced that Douglas County will have a ballot question to split the office of Clerk/Treasurer and encouraged the Board to look into the statutes governing the splitting of combined statutory offices due to population caps. Holly Gatzke from UNR Extension announced that a Water Specialist would be starting in December and the office would be housed in Douglas County. She also announced that interviews were being conducted for a Natural Resources Specialist that would be housed in Humboldt County. She also noted that regardless of where the offices are housed they will both be statewide support positions.

The meeting was adjourned at 11:32 a.m.

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Participatory Democracy Award

The recipients of this award have demonstrated the importance of open and honest dialogue with their constituency in addressing critical issues in their community and state. They have engaged the public in the governance process by encouraging and promoting public participation in setting public policy and have demonstrated a commitment to excellence in our republican form of governance.

Honor Roll

The individuals whose names appear on this honor roll have been recognized by the Nevada Association of Counties because of their special achievement in and service to county government.

As a recipient of this award, a person must exhibit honor, integrity, and meet the highest ethical standards for public service.

Further, this award is to serve as a public record and reminder of the accomplishments of a select few who gave freely of their time and energy to contribute to the integrity of county government and the betterment of their community.

NEVADA ASSOCIATION OF COUNTIES

FINANCE COMMITTEE

Purpose: The Finance Committee supports the Chief Executive Officer and the NACO Board of Directors in fulfilling its fiduciary responsibility for the organization's financial health, sustainability, accountability, and stewardship. The Committee provides oversight and recommendations to the Chief Executive Officer and the full Board. It does not replace the Board's ultimate authority or management's responsibility for day-to-day financial operations.

Membership:

1. Chair, NACO Fiscal Officer (NACO Treasurer per current NACO bylaws)
2. NACO Board Vice President
3. Finance/Business Expertise - Commissioner with Accounting, Banking, Finance, Investment or Budget Expertise
4. County Fiscal Perspective – County Treasurer, CFO, or County Manager with substantial budgeting experience
5. At-Large Board Member – Selected for independence, judgement, and engagement, not necessarily for expertise in finance, an "outside eyes" perspective that ensures questions are raised that may not occur to financial specialists.

Ex-Officio Member: NACO Chief Executive Officer

1. Financial Oversight & Reporting

- Review regular financial statements, including the balance sheet, income statement, cash flow, budget-to-actual results, and key financial indicators.
- Monitor financial performance, liquidity, reserves, and material variances from budget.
- Ensure the Board receives clear, timely, and understandable financial information to support decision-making.

2. Budgeting & Financial Planning

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- Review the Annual Budget developed by the Chief Executive Officer; provide recommendations and guidance, as needed.
- Monitor the organization's financial plan and long-term sustainability, including revenue diversification, major expenditures, and capital needs.
- Review significant proposed financial commitments or changes that may materially affect the organization.

3. Internal Controls & Risk Management

- Oversee the adequacy of financial policies, procedures, internal controls, segregation of duties, and authorization practices.
- Oversee the monitoring of financial risks, including fraud, cybersecurity, cash management, and compliance obligations.
- Review and recommend updates to financial policies when needed.

4. Audit, Tax & Compliance

- Review audited financial statements, management letters, and recommendations, and monitor corrective actions.
- Ensure required tax filings, charitable registrations, grant requirements, and other financial compliance obligations are addressed.

5. Investments & Reserves

- Annually review NACO Investment Policy and make recommendations for updates as needed.
- Monitor performance of investments and compliance with Board-approved policies.

6. Committee Governance

- Conduct quarterly meetings, or additional meetings as needed, to accomplish duties.
- Maintain appropriate records of Committee meetings, decisions, and recommendations.
- Coordinate with Chief Executive Officer, Fiscal Officer, auditors, investment professionals, and other advisors as appropriate.

Key Governance Principle: The Finance Committee provides oversight, expertise, and recommendations. The full Board retains ultimate fiduciary responsibility, while management is responsible for developing Board-approved budgets, policies, and financial controls.

DRAFT

The Role of Nevada's Conservation Districts And Why County Support and Appointments Matter

Presented by:

Nevada Association of Conservation Districts

NACO Annual Meeting

September 22, 2026

NACD
Nevada Association of Conservation Districts
CONSERVING NATURAL RESOURCES FOR OUR FUTURE

What Are Conservation Districts?

- Nevada has 28 Conservation Districts (CDs) established under NRS 548.
- CDs are local political subdivisions focused on voluntary, non-regulatory conservation.
- Mission: coordinate technical, financial, and educational resources to meet local natural resource needs.
- CDs operate at the county level, serving as the bridge between landowners, communities, and agencies.

Why Conservation Districts Matter to Counties

- CDs work directly on county – level natural resource priorities.
- Provide local leadership where state and federal agencies rely on community-based implementation.
- Support county resilience in:
  - Post-fire recovery
  - Watershed and flood management
  - Rangeland health
  - Invasive species control
  - Agricultural and rural community support
- CDs help counties access federal and state conservation funding.

County Role Under NRS 548

- Each Conservation District is governed by six (or seven) supervisors:
  - Five elected
  - One appointed by the county and one appointed to represent incorporated cities, where applicable.
- County appointments ensure:
  - County priorities are represented
  - Balanced leadership
  - Accountability and continuity
- Without county-appointed supervisors, CDs cannot fully function or meet statutory requirements.

How CDs Operate

- CDs collaborate with:
  - County governments
  - USDA NRCS
  - State Conservation Commission
  - BLM, USFS, Tribes, NGOs, private landowners
- CDs coordinate conservation projects tailored to local conditions and county needs.
- Supported administratively by the Nevada Conservation Districts Program
- Within DCNR.

Partnerships That Benefit Counties

- NRCS Partnership
  - CDs convene Local Work Groups to set county-level resource priorities.
  - CDs assist producers with conservation planning and technical assistance.
  - NRCS relies on CDs for local delivery of Farm Bill programs.
- State Conservation Commission
  - Provides policy guidance and regulatory oversight for CDs.
  - Ensures statewide coordination and support.
- NvACD (State Association)
  - Advocates for CDs at the state level.
  - Provides training, communication, and statewide coordination.

Examples of CD-Led Projects

- Post-fire restoration and reseeding
- Watershed and riparian restoration
- Rangeland monitoring and grazing management
- Irrigation efficiency improvements
- Invasive weed management
- Community wildfire protection and fuels reduction
- Soil health demonstration projects
- Conservation education and youth and communities

Funding Leverage: Why Counties Benefit

- CDs routinely leverage small amounts of state or county support into major federal investments.
- Typical leverage ratio: $1 local = $5 to $10 external funding.
- Strong county-appointed boards increase competitiveness for:
  - NRCS cooperative agreements
  - BLM/USFS project funding
  - Private and nonprofit grants
  - County-level conservation partnerships

Current Challenges

- Many CDs lack full boards due to missing county appointments.
- Limited staffing capacity in rural districts.
- Increasing demand for conservation assistance statewide.
- Post-fire recovery needs continue to grow.
- Consolidating other local conservation efforts into CDs provides better leverage of funds and accountability in-turn reducing duplication of efforts.
- Counties lose opportunities when CDs cannot participate fully in state and federal programs.

County Appointments and Support Are Critical

- When counties appoint supervisors and support CDs, CDs can:
  - Apply for and administer grants.
  - Represent county priorities in statewide conservation planning.
  - Provide local leadership during emergencies (fire, flood, drought).
  - Strengthen partnerships with NRCS, DCNR, and federal agencies.
  - Ensure continuity and accountability.
- When counties do NOT appoint supervisors:
  - CDs may lose quorum.
  - Projects stall
  - Funding opportunities are missed.
  - County voices are absent in statewide conservation decisions.

Call to Action for NACO

- The Nevada Association of Conservation Districts respectfully requests NACO's support to:
  - Encourage all counties to appoint their one representative to each Conservation District.
  - Promote county participation in CD meetings and Local Work Groups.
  - Support increased coordination between counties and CDs.
  - Consider supporting CDs with funding and administrative support.
  - Recognize CDs as essential partners in county-level natural resource management.

Closing

- **Nevada's Conservation Districts:**
  - **Locally Led.**
  - **County Connected.**
  - **Statewide Impact.**
- **Thank you for your time and leadership!**

- www.nvacd.org

EXPLORE, LEARN, SEE AND DO AT
NEVADA FIELD DAY & AG EXPO

Friday, Sept. 25 | 2 - 6 p.m.
1000 Valley Road, Reno

Food, giveaways and demonstrations from University experts. Learn how the work of the College of Agriculture, Biotechnology & Natural Resources impacts your every day life. Open to all ages; admission is free. To learn more, go to **unr.edu/cabnr** or scan the QR code.

No pets allowed.

University of Nevada, Reno
College of Agriculture, Biotechnology & Natural Resources
ACADEMICS | EXPERIMENT STATION | EXTENDED STUDIES | EXTENSION

Persons in need of special accommodations or assistance should contact Paul Lessick, civil rights and compliance coordinator, at plessick@unr.edu or (702) 257-5577 at least five days prior to the scheduled event with their needs or for more information.

NEVADA GOLD MINES LLC
1655 Mountain City Hwy
Elko, Nevada 89801

www.nevadagoldmines.com

September 3, 2026

RECEIVED
SEP 21 2026
EUREKA COUNTY COMMISSIONERS

Certified Mail- Return Receipt Request
Certified NO. – 7022 2410 0003 1505 3737

Board of Eureka County Commissioners
Eureka County, Nevada
P.O. Box 677
Eureka, NV 89316

RE: **Renewal Application**
Goldrush Underground Mine (formerly Horse Canyon/Cortez Unified Exploration Project) NEV2016104
Nevada Gold Mine LLC

Dear Commissioners:

Nevada Gold Mines LLC – Cortez District (Cortez) is submitting a renewal application for the Goldrush Underground Mine Water Pollution Control Permit (WPCP) NEV2016104. The WPCP renewal is required by NDEP-BMRR for Cortez to continue with underground activities.

Notice of this application is provided to you, the Board of Lander County Commissioners, as required by the Nevada Administrative Code 445A.394.

If you have any questions or comments, please contact Alyssa Moody at (775) 388-8463.

Sincerely,

Casey P Addy

Casey P. Addy
Interim Environmental Manager
Nevada Gold Mines LLC
Cortez District

CA/agm

ecc: Jeanette Huitt, BLM
Jonathan Hall, BLM

Date: 09/11/2026

U.S. Small Business Administration

U.S. SMALL BUSINESS ADMINISTRATION
FACT SHEET - DISASTER LOANS

NEVADA Declaration #21869 & #21870
(Disaster: NV-20008)
Incident: BUG & HAWK FIRES

occurring: ***August 8 through September 9, 2026***

in ***Washoe County, Nevada;***
the contiguous ***Nevada*** *counties of:* ***Carson City, Churchill, Humboldt, Lyon, Pershing & Storey;***
the contiguous ***California*** *counties of:* ***Lassen, Modoc, Nevada, Placer & Sierra;***
and the contiguous ***Oregon*** *counties of:* ***Harney & Lake***

Application Filing Deadlines:
Physical Damage: ***November 10, 2026*** **Economic Injury:** ***June 11, 2027***

If you are located in a declared disaster area, you may be eligible for financial assistance from the U.S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Physical Damage Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	3.0000%	6.000%
Business Loans	4.000%	8.000%
Non-Profit Organizations	3.625%	3.625%

Economic Injury Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	3.625%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay. Borrowers may be required to provide collateral.

What are the Loan Amount Limits?

- Business Loans – The law limits business loans to $2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- Economic Injury Disaster Loans (EIDL) – The law limits EIDLs to $2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- Business Loan Ceiling – The $2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the $2,000,000 statutory limit.
- Home Loans – SBA regulations limit home loans to $500,000 for the repair or replacement of real estate and $100,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- Uninsured Losses – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- Ineligible Property – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- Noncompliance – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of $500,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applications for disaster loans may be submitted online using the MySBA Loan Portal at https://lending.sba.gov or other locally announced locations. Please contact the SBA's Customer Service Center by email at disastercustomerservice@sba.gov or by phone at 1-800-659-2955 for further assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Billing Code 8026-09

SMALL BUSINESS ADMINISTRATION

[Disaster Declaration #21869 and #21870; NEVADA Disaster Number NV-20008]

Administrative Declaration of a Disaster for the State of NEVADA

AGENCY: U.S. Small Business Administration.

ACTION: Notice.

SUMMARY: This is notice of an Administrative declaration of a disaster for the state of NEVADA dated September 11, 2026.

Incident: Bug and Hawk Fires.

DATES: Issued on September 11, 2026.

Incident Period: August 8, 2026 through September 9, 2026.

Physical Loan Application Deadline Date: November 10, 2026.

Economic Injury (EIDL) Loan Application Deadline Date: June 11, 2027.

ADDRESSES: *Visit the MySBA Loan Portal at* https://lending.sba.gov to apply for a disaster assistance loan.

FOR FURTHER INFORMATION CONTACT: Shaquille Lewis, Office of Disaster Recovery and Resilience, U.S. Small Business Administration, 409 3rd Street, SW., Suite 6050, Washington, DC 20416, (202) 205-6734.

SUPPLEMENTARY INFORMATION: Notice is hereby given as a result of the Administrator's disaster declaration, applications for disaster loans may be submitted online using the MySBA Loan Portal https://lending.sba.gov or in person at other locally announced locations. For further assistance please contact the SBA disaster assistance customer service center by email at disastercustomerservice@sba.gov or by phone at 1-800-659-2955. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

The following areas have been determined to be adversely affected by the disaster:

Primary County:

Washoe.

Contiguous Counties:

NEVADA

Carson City, Churchill, Humboldt, Lyon, Pershing, Storey.

CALIFORNIA

Lassen, Modoc, Nevada, Placer, Sierra.

OREGON

Harney, Lake.

The Interest Rates are:

For Physical Damage:

Homeowners with Credit Available Elsewhere	6.000
Homeowners without Credit Available Elsewhere	3.000
Businesses with Credit Available Elsewhere	8.000
Businesses without Credit Available Elsewhere	4.000
Private Non-Profit Organizations with Credit Available Elsewhere	3.625
Private Non-Profit Organizations without Credit Available Elsewhere	3.625

For Economic Injury:

Business and Small Agricultural Cooperatives without Credit Available Elsewhere	4.000
Private Non-Profit Organizations without Credit Available Elsewhere	3.625

The number assigned to this disaster for physical damage is 218695 and for economic injury is 218700.

(Catalog of Federal Domestic Assistance Number 59008)

(Authority: 13 CFR 123.3(b).)

Signed – James Stallings

James Stallings
Associate Administrator
Office of Disaster Recovery & Resilience

NEVADA ASSOCIATION OF COUNTIES (NACO)

Annual Business Meeting
September 22, 2026, 3:00p.m.
Tahoe Blue Event Center
Azure Room
75 Hwy 50
Stateline, NV 89449

NOTICE TO THE PUBLIC:
The public may provide public comment in advance of a meeting by written submission to the following email address: info@nvnaco.org For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

AGENDA
Items on the agenda may be taken out of order. The NACO Board may combine two or more agenda items for consideration. The NACO Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Call to Order, Roll Call and Pledge of Allegiance

1. Public Comment. Please Limit Comments to 3 Minutes.

2. Approval of Agenda. **For Possible Action**.

3. Approval of Minutes of the September 23, 2025, NACO Annual Business Meeting. **For Possible Action**

4. NACO President's Report

5. NACO Chief Executive Officer's Report

6. Discussion on Proposed NACO Board Meeting Dates and Locations for 2027. **For Possible Action**.

7. Nomination of 2027 NACO Vice President from NACO Nominating Committee and Election of incoming Vice President. **For Possible Action.**

8. Public Comment. Please Limit Comments to 3 Minutes.

Adjournment.

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify NACO in writing at 304 S. Minnesota Street, Carson City, NV 89703, or by calling (775) 883-7863 at least three working days prior to the meeting.

Members of the public can request copies of the supporting material for the meeting by contacting Amanda Berg at (775) 883-7863. Supporting material will be available at the NACO office and on the NACO website at: www.nvnaco.org

This agenda was posted at the following locations:
NACO Office 304 S. Minnesota Street, Carson City, NV 89703
Washoe County Admin. Building 1001 E. Ninth Street, Reno, NV 89520
Elko County Manager's Office 540 Court Street #101, Elko NV 89801
POOL/PACT 201 S. Roop Street, Carson City, NV 89701
NACO Website: www.nvnaco.org

NEVADA ASSOCIATION OF COUNTIES (NACO)

Annual Business Meeting
September 23, 2025, 3:00p.m.
SouthPoint Casino, Hotel & Spa
NAPA Room C
9777 South Las Vegas Blvd.,
Las Vegas, NV 89183

UNADOPTED MINUTES

Attendance: President Andreozzi, President Elect Gardner, Vice President Andriola, Past President Giomi, Churchill County Commissioner Ghetto, Clark County Commissioner Gibson, Clark County Commissioner Kirkpatrick, Douglas County Commissioner Tolbert, Esmeralda County Commissioner Perez, Lander County Commissioner Helming, Lincoln County Commissioner Reese, Lyon County Commissioner Keller, Nye County Commissioner Boskovich, Pershing County Commissioner Crim, Storey County Commissioner Carmona, White Pine County Commissioner VanCamp, Fiscal Officer Kalt, and NACO Staff (Vinson Guthreau, Jennifer Berthiaume & Amy Hyne-Sutherland)

The meeting was called to order by President Andreozzi.

1. **Public Comment**. None was given.

2. **Approval of Agenda**. The agenda was approved on a motion by Vice President Andriola.

3. **Approval of Minutes of the September 24, 2024, NACO Annual Business Meeting**. The minutes were approved on a motion by Vice President Andriola with second by Commissioner VanCamp.

4. **NACO President's Report**. President Andreozzi thanked everyone for attending, noting the high turnout for the meeting. He noted that he appreciates the collaboration with fellow Commissioners and has been honored to serve as the NACO President and thanked Clark County for hosting the conference.

5. **NACO Executive Director's Report**. Vinson gave an overview of the Association's activities over the past year. He discussed the advocacy efforts on behalf of counties at the Legislature, including the passage of two bills presented by NACO. Vinson thanked the individual county government affairs teams for their collaboration and noted the work of staff. He informed the Board that the Committee of the Emeritus had been restarted and thanked the Commissioners and county staff members who participate on the Legislative Subcommittee and the Public Lands Committee, thanking Commissioners Gardner and Tipton for chairing the committees. Vinson discussed the passage of legislation that increases local elected officials' salaries and challenges that the Public Lands Committee has worked on. He discussed the financial strength of the Association and reminded the Board that the budget for the coming year would be presented in November. Vinson thanked President Andreozzi for his leadership and thanked staff for their support.

6. **Discussion on Proposed NACO Board Meeting Dates and Locations for 2026**. Vinson directed the Board's attention to the document included in the packet and noted that while there is not typically an October meeting, the calendar includes a placeholder meeting because there are five Fridays in October in 2026. He also informed the Board that the

DRAFT

location of the next Annual Conference needs to be determined and that the calendar includes the dates, based on the tradition of holding the event during the last week of September. Vinson informed the Board that Douglas County had requested hosting and President Elect Gardner informed the Board that the Tahoe Blue Event Center is available and noted that Lake Tahoe would be a wonderful location and that the possibility of having an evening reception on the lake at Edgewood Tahoe is in play. He also informed the Board that he had met with the WIR President, and they had toured the facility and that talks are being held to hold the 2027 WIR Conference in Douglas County. President Elect Gardner inquired about the location of the eastern county board meeting and Vinson reminded the Board that it is typically held in June, but the location is not finalized, and it will be brought to the Board for approval. Douglas County was approved as the host of the 2026 Annual Conference on a motion by President Elect Gardner with second by Commissioner Helming. President Andreozzi moved to accept the proposed calendar as presented and it was approved with a second by Vice President Andriola.

7. **Election of NACO Officers for 2026**. Vice President Andriola informed the Board that the nominating committee had met the previous week and their recommendation for Vice President was Lyon County Commissioner Keller. With no nominations from the floor, Commissioner Keller was elected to the office on a motion by Vice President Andriola with second by President Elect Gardner. Commissioner Keller thanked the Board for their support.

8. **Public Comment**. None was given.

The meeting was adjourned by President Andreozzi.

DRAFT

Agenda Item 6

Proposed 2027 NACO Calendar

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	Tentative Newly Elected Officials Training					

February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

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21	22	23	24	25	26	27
28	29	30	31			

April

S	M	T	W	T	F	S
Tentative Local Gov't Day @ Legislature					1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25 *	26
27	28	29	30	*Eastern Rural County Meeting		

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

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			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

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					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

S	M	T	W	T	F	S
*Clark County Meeting				1	2	3	4
5	6	7	8	9*	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Observed Holidays - National Association of Counties (NACo) Conferences - Proposed NACO Board Meetings - 2027 NACO Annual Conference