



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, AUGUST 19TH, 2014 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

AGENDA

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDOX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

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

1. CALL TO ORDER AT 10:00 A.M.
2. PLEDGE OF ALLEGIANCE
3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for August 19, 2014
4. DISCUSSION/POSSIBLE ACTION: Approval of minutes for August 5, 2014

CONSENT AGENDA

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

5. For possible approval the Treasurer Report for July 2014
6. For possible action approval of Assessor's recommended corrections to the 2014/2014 tax roll for partial property tax abatements pursuant to NRS 361.4722 through 361.4724
7. For possible action approval of general and liquor license first reading-
 - a. DELTA SALOON/SAWDUST CORNER/PARKING- General and liquor license/28 S C St.
 - b. BONANZA SALOON- General and liquor license/27 N C St.

8. For possible action approval of Payroll Check date 08/01/14 for \$427,414.46. Accounts Payable date for 8/08/14 for \$484,597.05 and \$5,130.39.
9. For possible action approval of Business License First Readings –
 - a. CHEWY.COM LLC – General/700 Milan (ecommerce fulfillment ctr) TRI
 - b. PEEK BROTHERS CONSTRUCTION INC. – Contractor/400 Carroll Drive, Fernley
 - c. A & J PAVING – Contractor/1490 Cherokee Trail, Reno
 - d. dba RED ROCK SPRING WATER/General – 1145 Icehouse Avenue, Sparks
 - e. MARTINEZ TREXLER REAL ESTATE GROUP/Home Business-92 West Taylor VC

END OF CONSENT AGENDA

10. **DISCUSSION (No Action – No Public Comment):** Committee/Staff Reports
11. **BOARD COMMENT (No Action – No Public Comment)**
12. **DISCUSSION/POSSIBLE ACTION:** Recommendation to award contract to successful bidder for the construction of the Storey County Courthouse Roof Replacement Project. Bids will be opened on August 14, 2014 and will be included in the Commission packet prior to the meeting.
13. **DISCUSSION/POSSIBLE ACTION:** For possible action approval of Check 79513 for \$4,500 to the Bucket of Blood
14. **DISCUSSION/POSSIBLE ACTION:** a.) Reaffirm Storey County Administrative Policies and Procedures Number 010 dated 04-07-2009 “Vehicle and Equipment Assignment and Use.” b.) Development of Policies and Procedures relating to the adoption of Volunteer participation programs in certain County events and requirements for use of County owned vehicles.

COMMUNITY DEVELOPMENT AND PLANNING

15. **DISCUSSION/POSSIBLE ACTION:** **Variance 2014-006:** By Joyce Kveum at a property located at 109 South C Street, Virginia City, Nevada 89440 (APN 001-074-03) for a business commonly known as Comstock Corner Café. The applicant requests a variance for the purpose of changing the allowed width and length of a sign which will be attached to the porch of the business.
16. **DISCUSSION/POSSIBLE ACTION:** **Special Use Permit 2014-013:** By Mickey Hazelwood (The Nature Conservancy) at properties located on a portion of assessor parcel number (APN) 004-111-33 (approximately 4.08 acres) of Sections 10, 11 and 15 of Township 19 North, Range 21 East and on a portion of APN 004-111-34 (approximately 1.28 acres) located at Section 11, Township 19 North, Range 21 East, in Storey County, Nevada. The overall project also includes a portion of Township 19 North, Range 21 East, Section 11 in former Washoe County, Nevada (Washoe County APN 084-450-02). This portion of the project is part of land that was recently added to Storey County from Washoe County and to which a Storey County current known APN and zoning classification has not yet been assigned. The applicant requests a Special Use Permit to restore and improve portions of the Truckee River and surrounding riparian area near Mustang, Hafed, and McCarran Ranch, Storey County, Nevada. The project will include lowering the existing (abandoned) floodplain, constructing riffles, and grading control structures in and

adjacent to the active river channel, lowering an abandoned diversion structure, and sequestering spoils along the floodplain margins in and around the Truckee River.

17. FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:

- A. EAGLES CREST, INC. - Contractor / 4865 Joule Street #C6 ~ Reno (contractor)
- B. ARDAGH METAL PACKAGING USA, INC. - General / 900 Waltham Way (can mfg) TRI
- C. W G YATES & SONS CONST CO - Contractor / 2641 Portofino Drive (contractor) TRI
- D. SILEGACY FLOOR FINISHING, LLC - Contractor / 750 Freeport Blvd ~ Sparks (contractor)
- E. JAMES PAT COLONNA - Home Business / 21217 Highland Road ~ VC Highlands (CPA)
- F. CARSON CITY VENDING, LLC - General / 4083 Montez Drive ~ Carson City (vending service)
- G. DIRECT FORCE MAINTENANCE, LLC - Contractor / PO Box 5611 ~ Fallon (mining support)
- H. HILL & HILL CONSTRUCTION, LLC - Contractor / 8965 Mohawk Street ~ Las Vegas (contractor)
- I. A-Z WELDING & FABRICATION, LLC - General / 1215 Alexandria (welding fab) TRI
- J. STEEL KING INDUSTRIES, INC. - Contractor / 2700 Chamber St ~ Stevens Point, WI (contractor)
- K. HIGH DESERT PLUMBING - Contractor / 131 Coney Island Dr ~ Sparks (contractor)
- L. CH2MHILL ENGINEERS, INC. - Contractor / 50 West Liberty ~ Reno (contractor)
- M. ROSSCO ENT., dba AP STAINLESS MFG - General / 1215 Alexandria (manufacturing) TRI
- N. SUPERIOR INSTALLATION SERVICES, INC. - Contractor / 1230 Crowley Cir ~ Carrollton, TX (cont)
- O. CASEY INDUSTRIAL, INC. - Contractor / 1400 W 122nd Ave ~ Westminster, CO (contractor)
- P. RITCHIE BROS AUCTIONEERS - General / 20202 East Highway 80 MCC
- Q. DATA SALES CO., INC. - General / 3450 West Burnsville Pkwy ~ Burnsville, MN (equip lease)
- R. VEGA ASPHALT PAVING, INC. - Contractor / 385 Freeport Blvd ~ Sparks (contractor)
- S. A.S.A.P. PUMP & WELL SERVICE, LLC - Contractor / 10230 Laurent Drive ~ Reno

18. PUBLIC COMMENT (No Action)

19. CALL TO ORDER CLOSED SESSION MEETING pursuant to NRS 288.220 for the purpose of conferring with county management and legal counsel regarding labor negotiations between Storey County (Employer) and the Storey County Sheriff's Office Employees' Association/Operating Engineers Local Union No. 3 (Sheriff's Office Employees' Association), and possible Memorandum of Understanding to clarify salary benefits as applicable to the 2014-2017 Bargaining Agreement between the Employer and the Storey County Firefighter's Association IAFF Local 4227 (Firefighters' Association).

20. ADJOURNMENT

NOTICE:

- Anyone interested may request personal notice of the meetings.
- Agenda items must be received in writing by 12:00 noon on the Monday of the week preceding the regular meeting. For information call (775) 847-0969.
- Items may not necessarily be heard in the order that they appear.

- Public Comment will be allowed at the end of each meeting (this comment should be limited to matters not on the agenda). Public Comment will also be allowed during each item upon which action will be taken on the agenda (this comment should be limited to the item on the agenda). Time limits on Public Comment will be at the discretion of the Chairman of the Board. Please limit your comments to three minutes.
- Storey County recognizes the needs and civil rights of all persons regardless of race, color, religion, gender, disability, family status, or nation origin.

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

In accordance with Federal law and U.S. Department of agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write to USDA, Director, Office of civil rights, 1400 Independence avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or 202-6382 (TDD). USDA is an equal opportunity provider, employer, and lender. The TTY, VCO voice carry over) or HCO hearing carry over) number is 800-326-6868; voice only 800-326-6868. Check the customer Guide section of your telephone book under Services for Individuals with a Hearing or Speech Disability.

CERTIFICATION OF POSTING

I, Vanessa Stephens, Clerk to the Board of Commissioners, do hereby certify that I posted, or caused to be posted, a copy of this agenda at the following locations on or before August 13, 2014; Virginia City Post Office, Storey County Courthouse, Virginia City Fire Department, Virginia City Highlands Fire Department and Lockwood Fire Department.

By Vanessa Stephens
Vanessa Stephens, Clerk-Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 19, 2014

Estimate of time required: 5 min.

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Approval of minutes for August 5, 2014

2. **Recommended motion:** Approve minutes as submitted.

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 775 847-0969

4. **Staff summary:** Minutes are attached.

5. **Supporting materials:** Attached.

6. **Fiscal impact:** N/A

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** N/A

____ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

Rail County Manager

Other agency review: _____

9. **Board action:**

☐ Approved

☐

Approved with Modifications

☐ Denied

☐

Continued

Agenda Item No.



STOREY COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

TUESDAY, AUGUST 5TH, 2014 10:00 A.M.

DISTRICT COURTROOM
26 SOUTH B STREET, VIRGINIA CITY, NEVADA

MINUTES

MARSHALL MCBRIDE
CHAIRMAN

BILL MADDUX
DISTRICT ATTORNEY

LANCE GILMAN
VICE-CHAIRMAN

BILL SJOVANGEN
COMMISSIONER

VANESSA STEPHENS
CLERK-TREASURER

Roll Call: Chairman Marshall McBride, Commissioner Bill Sjovangen, District Attorney Bill Maddux, Deputy District Attorney Anne Langer, County Manager Pat Whitten, Clerk & Treasurer Vanessa Stephens, Sheriff Gerald Antinoro, Building Inspector Shannon Gardner, Public Works Director Mike Nevin, Comptroller Hugh Gallagher, Recorder Jen Chapman, Community Services Director Cherie Nevin and Emergency Management Director Joe Curtis.

Absent: Vice-Chairman Gilman

1. CALL TO ORDER AT 10:00 A.M.

The Chair called the meeting to order at 10:01am

2. PLEDGE OF ALLEGIANCE

The Chair led those present in the Pledge of Allegiance

3. DISCUSSION/POSSIBLE ACTION: Approval of Agenda for August 5, 2014

Mark Joseph Phillips, Storey County Resident: Item #22 is an agenda item on Thursday's Planning Commission Meeting. Mr. Whitten responded that there is timing to be considered for notification of these meetings. There is already a recommendation to continue this item to deliberate it after the Planning Commission's meeting on Thursday.

Kay Dean, VC Highlands: Wants item #11 moved out of consent agenda and into the regular agenda. The Chair agreed to do so.

Motion: Approve agenda for August 5, 2014 with the addition of item #11 from the Consent Agenda.

Action: Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

4. **DISCUSSION/POSSIBLE ACTION:** Approval of amended minutes for May 19, 2014

Motion: Approve amended minutes for May 19, 2014, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

5. **DISCUSSION/POSSIBLE ACTION:** Approval of minutes for June 17, 2014

Mark Joseph Phillips, Storey County Resident: On page 13 and 16 he would like the work "fee" changed to "fine."

Nicole Barde, Virginia City Highlands Resident: The portion of the packet she submitted that was not read is not included. She brought another copy. Vanessa Stephens explained that submitted items are not included in the minutes but are always kept with them as a matter of public record. Ms. Barde then asked if the minutes be amended to say that she submitted it and that it is attached. The commissioners agreed that even though it is in the public record already, they can make a note of it as well.

Motion: Approve minutes for June 17, 2014, with the amendment of the word "fee" to "fine" on pages 13 and 16, and a notation of the packet submittal by Nicole Barde **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

6. **DISCUSSION/POSSIBLE ACTION:** Approval of minutes for July 1, 2014

Motion: Approve minutes for June 17, 2014, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

CONSENT AGENDA

7. For possible action approval of Justice Court Quarterly Report Per NRS 4.100
8. For possible action approval of Assessor's recommended corrections to 2014/2015 tax roll for exemptions
9. For possible action approval of Assessor's recommended corrections to 2014/2015 tax roll for obsolescence correction
10. For possible action approval of Assessor's recommended corrections to 2014/2015 tax roll for partial property tax abatements pursuant to NRS 361.4722 through 361.4724
11. For possible action confirm the action of the County Manager and the Comptroller to purchase the former Bank of America building for \$75,000. **Approved under the regular agenda.**
12. For possible approval the Treasurer Report for June 2014
13. For possible action approval of Business License First Readings -

- A. EAGLES CREST, INC. - Contractor / 4865 Joule Street #C6 ~ Reno (contractor)
- B. ARDAGH METAL PACKAGING USA, INC. - General / 900 Waltham Way (can mfg) TRI
- C. W G YATES & SONS CONST CO - Contractor / 2641 Portofino Drive (contractor) TRI
- D. SILEGACY FLOOR FINISHING, LLC - Contractor / 750 Freeport Blvd ~ Sparks (contractor)
- E. JAMES PAT COLONNA - Home Business / 21217 Highland Road ~ VC Highlands (CPA)
- F. CARSON CITY VENDING, LLC - General / 4083 Montez Drive ~ Carson City (vending service)
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- I. A-Z WELDING & FABRICATION, LLC - General / 1215 Alexandria (welding fab) TRI
- J. STEEL KING INDUSTRIES, INC. - Contractor / 2700 Chamber St ~ Stevens Point, WI (contractor)
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- N. SUPERIOR INSTALLATION SERVICES, INC. - Contractor / 1230 Crowley Cir ~ Carrollton, TX (cont)
- O. CASEY INDUSTRIAL, INC. - Contractor / 1400 W 122nd Ave ~ Westminster, CO (contractor)
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- R. VEGA ASPHALT PAVING, INC. - Contractor / 385 Freeport Blvd ~ Sparks (contractor)
- S. A.S.A.P. PUMP & WELL SERVICE, LLC - Contractor / 10230 Laurent Drive ~ Reno

END OF CONSENT AGENDA

Motion: Approve consent agenda with the exception of item 11, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

For possible action confirm the action of the County Manager and the Comptroller to purchase the former Bank of America building for \$75,000. **Originally listed as item 11.**

County Manager Pat Whitten: After Bank of America left last Fall, they decided to dispose of their building on E Street through public auction. Once we became aware of it, there was very little time to inspect the building. Mr. Gallagher and I took a calculated risk and submitted an offer on the building and we were the successful bidder at \$75,000. Commissioner Gilman is well versed in commercial transactions and was specific in giving them a lowball bid and walking away. We were confident that a subsequent appraisal would yield that or more. The Assessor had a taxable value of \$171,000 on her books. I also have some knowledge about the value of bank buildings having been in the business for 20 years. The terms were to submit 10% down which we have done, and sixty days to submit the rest which has not been done yet but will upon approval of this action. The appraisal did ultimately come in at \$106,000. My past professional opinion is that the vault door alone is worth \$75,000.

Potential uses include relocation of the dispatch center to that sight, Community Development, using the vault for storage of sensitive or valuable items, or holding it vacant for future lease to a bank or credit union for a branch location, although that is a longshot.

Taking it off the tax roll is not considered material as it only represents .03% of our total ad valorem.

Nicole Barde, Virginia City Highlands Resident: Where is the money coming from? Mr. Whitten responded that the staff report identifies Capitol Projects. Ms. Barde asked if that is on the list of capital projects that is part of the budget that was submitted. Mr. Whitten said that it was not on the infrastructure list and Capitol Projects is a fairly flexible opportunity to use without having to amend ordinances and republishing reports. Ms. Barde asked confirmation that if it is on the capital list you can fast track the approval. Mr. Whitten said that if it is funded by Capital Projects it could possibly be fast-tracked, vs. if it is infrastructure funded. Ms. Barde asked what the cost would be to retrofit it for our needs once the deal is closed. Mr. Whitten said they would have to determine what they would use the building for before he could answer that. Ms. Barde wants the action to include that there will be other fiscal impacts to include costs of retrofitting it. Mr. Whitten said that his staff report stands as he submitted it. Mr. McBride added that until they know who will be in the building they have no way of knowing what those expenses will be and if they end up selling it there might even be none.

Kay Dean, VC Highlands: She is disturbed that there are signatures on some of the documents dating back to April and she doesn't recall it being brought up in any commission meetings. She feels the \$75,000 could be used elsewhere and it was not budgeted for.

Mark Joseph Phillips, Storey County Resident: Asked for a physical address and parcel number. Mr. Whitten said he could give him the parcel number but there are some conflicts on the address. The county shows the address as 10 South E Street which is probably correct as it fronts E Street, but the real estate listing had a 160 East Union Street address. The parcel is 001-087-06.

Mr. McBride spoke to Ms. Dean's comment about earlier signatures and dates. When negotiating real estate deals, when you want to get the best deal and don't want someone to come take it out from under you, you keep it all on the QT. I don't think anyone can argue that getting that building for \$75,000 is going to be a bad investment.

Scott Jolcover, VC landowner: He's been in real estate for close to 40 years. If the county ends up at the end of the fiscal year \$75,000 in the red, and needs to liquidate this building, he will be glad to give them \$75,001.

Commissioner Sjovangen reiterated that sometimes things need to be kept close to the chest to get the best deal.

Motion: Approve the action of the County Manager and the Comptroller to purchase the former Bank of America building for \$75,000, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

14. DISCUSSION/POSSIBLE ACTION: Confirm the action of the County Manager Pat Whitten and Building Inspector Shannon Gardner to reject all bids for the Courthouse Roof Repair and initiate a new bid cycle soliciting bids for a complete tear-off and re-roof.

County Manager Pat Whitten: We had gone out to bid about two weeks ago were opening bids on repair of the courthouse roof. Kodiak Roofing bid \$97,375, Tom Goldston Roofing bid \$37,145, and Watershed Systems bid \$56,789 which was late so non-qualified. Watershed Systems also, at Shannon Gardner's request, ran a bid to tear the whole thing off and install it correctly. That estimate caught our eyes as it came in just under \$100,000. Several other roofers had inspected it and refused to repair it because it was not the right solution. We had to act quickly to get it back out to bid and hopefully get it done before the snow season is upon us. Cherie Nevin has landed us a \$25,000 grant through CCA (Commission on Cultural Affairs). The red roof is not historical, so they are looking at the Washoe Club's "copper penny" color, and the flagpole will probably come down and not be replaced.

Shannon Gardner, Storey County Building Inspector: This issue with repairing the roof is that we will be faced with repair again in 5-10 years. This is a very important historical building. There is currently deterioration happening to the front façade and the main reason behind that is moisture penetration. The majority of the contractors that came to look at it were uncomfortable doing a repair on work that has been done inadequately by someone in the past. Anything worth doing is worth doing right, so it is my recommendation to move forward with soliciting bids to do a complete tear-off, full ice and water shield membrane with standing seam hidden fastener roofing system with a guarantee and life-expectancy of about 50 years. This will allow us to move forward in addressing the façade.

Mr. Whitten added that the funding sources for those other repairs to the building have all said that the roof needs to be addressed first.

Commissioner Sjovangen asked if there had been discussion of seismic retrofitting. Mr. Gardner answered that no, that had not been addressed, but it is a consideration worth discussing. It is another large expense though and due to the recession he had been looking at the lowest cost approach. Though he is recommending spending more money and doing it right, it is still to save money in the long run. There is no evidence of structural failure and he is pretty confident in its structural integrity.

Mr. McBride: The first problem is that the roof was put on wrong. He commends Mr. Gardner on this recommendation.

Mr. Whitten commended Mr. Gardner and Cherie Nevin for their work on making this happen.

Motion: Reject all bids for the Courthouse Roof Repair and initiate a new bid cycle soliciting bids for a complete tear-off and re-roof, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

15. DISCUSSION (No Action - No Public Comment): Committee/Staff Reports

Virginia City Senior Center Director April Enloe:

- Completed Title C3 grants and the Homebound grants that should be awarded in the next two weeks.
- Nevada Legal Services – Ella Trajillo comes to help the seniors with wills and such.
- Access to Healthcare – Program to help with signing up for Medicare, Veterans Benefits, Food, Shelter. Every Wednesday Crystal Ravadelli comes to help.
- We do have a lot of needy, homebound seniors. I’m able to check on them regularly. There is a lot of Elder abuse/exploitation. We file a lot of reports on that.
- We’ve gone on two field trips; Art Town and Farmers Market. We used our Bingo Fund to do the trips.
- Melinda, our cook is on vacation, so I’ll be cooking all next week so come and eat.

Mr. Whitten mentioned a person associated with the senior center protested a payment that could have gone to the VC Senior Center. He asked if she was comfortable with the funding she was receiving from the County. She said she works out a budget and is currently \$338 in the red but will figure out what to do with that. He verified then that someone saying they represented the Senior Center and that they needed \$25,000 in funding, that that would not be an accurate statement, and Ms. Enloe agreed.

Community Chest & Storey County Library, Pam Abercrombie:

- The Storey County Library has moved downstairs into the old HAWC location. We will also be providing case management, counseling, and community health services. She submitted a picture of the circulation desk and explained that they are still in the process of moving the library. The library director has extended an open invitation for input on how it is all to be set up. Hours in VC are Tues-Wed 2-7 and Fri-Sat 10-3. She submitted a picture of the Mark Twain location and said that numbers there are coming up.
- McAvoy Layne & Shiloh, Home Means Nevada final show– Nov. 1st at Pipers will be a fundraiser for the library. \$15 presale and \$20 at the door. They are on Facebook.
- Thrive Conference will talk about transforming communities and connecting to resources and community networks and will be hosted by Lyon County Human Services, Health Communities Coalition and Community Chest. Sept. 19 from 9am-3pm in Silver Springs.

Public Works Director Mike Nevin:

- Phase I of the Sewer Rehabilitation Project is progressing as well as can be expected. We are working with the NDEP on a potential dumping of hazardous materials from many years back. Back in the mining heyday, many of the underground operations used a flat cable for hoisting works and with that a tar-like lubricant. We discovered some remnants underneath the liner of the lagoon when we removed it. It looks like they will allow us to leave it in place as long as we provide two feet of cover over it. Another issue is that in the storm drainage channel that will come around the plant and tie back into the canyon there are naturally occurring higher levels of arsenic in the soil. Those areas will be buried two feet under the surface and then be undisturbed.
- Last week we worked on the B Street houses disconnecting the water and sewer. Hopefully all four houses will be relocated in the next couple weeks.
- The pool will close after the last day of operation on Sunday Aug. 17th.
- I’ve spoken to our counterparts on the Marlette Lake side of the mountain and crew of two have taken it upon themselves to do some work on the north portal of the tunnel which is a significant source for the artesian spring water that feeds the Comstock. Just with a little

cleanup, they think they have netted another 25 gallons per minute. With the moisture we've had in the last few days, the pump from Marlette Lake into Hobart has been temporarily shut down which is a good sign as buildup of stream runoff is helping to save the resource.

- There has been a lot of work going on in TRI. Seasonals have been weeding. Some flash flood damage was taken care of quickly.
- We will be re-decking the traffic runners on the Painted Rock Bridge probably next week.

Mr. Nevin introduced Mr. Scott Jolcover, Director of Business Development for Comstock Mining:

- Mr. Jolcover made a presentation of the fine monies being directed to the county through NDEP of \$216,000. Mr. McBride noted that these funds would have gone to another county had CMI not stepped up to the plate and offered to pay an additional amount of money to make sure that it went to Storey County. Mr. Whitten commended Mr. Jolcover, Mr. De Gasperis, and CMI for not just paying the fine and moving on with business. The \$100,000 being directed to the pond projects made the difference in them actually happening. The remainder is going toward the shortfall on what insurance did not cover on replacement of the street sweeper that burned up earlier this year.

Emergency Management Director Joe Curtis:

- For the past year, Carson, Lyon, Douglas, and Storey emergency managers have been meeting to discuss the compilation of a four county plan for emergency operation centers. Cherie Nevin and I have obtained a grant to come up with Storey County's portion of \$5,000 to add to what the other counties are adding in. This puts us all on the same page with our emergency operating plans.
- Federal Grant Process through the State of the Emergency Management Planning Grant. For years I've been after the State because I have felt that Storey County gets a little short changed due to formulas they use for distributing this Homeland Security money. I have the ear of the State and a meeting next week to discuss it and may be able to get some more money for the County.
- Emergency exercises are also being looked at and planned for the future.

Community Services Director Cherie Nevin:

- October 18th Health Fair at Piper's Opera House from 10am-2pm: Flu shots, Pneumonia shots, and Shingles vaccines. Insurance will be accepted. Sliding fee scale and no one will be turned away.
- Community Chest has submitted a proposed scope of work to Carson City Health and Human Services to provide community health and prevention services with a provision to transition to primary care at some point in the future. Hope to have community health nursing sometime this fall.
- Senior Center Kitchen Improvement Project: With approval of today's grant award should begin soon.

Comptroller Hugh Gallagher:

- Park Tax Fund examination is complete. Roughly - as of 3/31/14 Lockwood will have a balance total of \$16,000, Mark Twain \$20,000, Miner's Park \$1800, and the Highlands \$19,000. We've waited but not received a response from Dave Thomas. When we have booked the total for the year ended 6/30/14, we will submit to the auditors for confirmation and appropriate

interest calculations and it should be on the audit for this year. Commissioner Sjovangen commended Mr. Gallagher, Dean Haymore, and Stacy Bucchaneri for their work on this.

Sheriff Gerald Antinoro:

- National Night Out is still on for this evening 3pm at Miner's Park, 4pm at Louis Perry Park
- Community Emergency Response Team had several members go to Carson City this past weekend and help out with the State Fair. He mentioned that any money coming from the State grants could be used but the group for equipment and clothing.

County Manager Pat Whitten:

- On behalf of Chief Hames - extended deep thanks to Bob Morris on assistance with a couple of issues including a disagreement with a fire suppression company installing sprinklers in TRI, and a company that performed a ground explosion with no permits. The clear and concise ordinances that he has helped draft that kept us on solid ground.
- On the houses being moved: The yellow one is scheduled first and is the CMI house. The next, white one is being donated to the Cemetery foundation and CMI has donated the cost of the move. The first are due to move this weekend, and the others should follow shortly thereafter.
- We had a catastrophic Internet failure yesterday that wasn't caused by the county, but affected the entire system and we are still recovering. We apologize for those who could not get onto our website and we are probably running a bit behind on emails as well.
- Tesla did announce last week that Northern Nevada, Tahoe Reno Industrial Center has been selected as a potential site for their gigafactory. We are talking about 5-10 million square feet, currently 1000 acres, and an overall investment could approach \$5 billion. 6500 jobs is very attractive and we should feel honored that they have selected us this far into the process. We have permitted and helped move 3 million cubic yards of earth by a local Northern Nevada excavation contractor. We are the only of the five sites to have that much money, investment, and work poured into it. The terms of the non-disclosure were mitigated with that announcement last Thursday.

16. BOARD COMMENT (No Action - No Public Comment)

Commissioner Sjovangen reported that at the Railway Commission he addressed the need to peg down a mutually agreeable number prior to the next meeting Sept. 8th. He is convinced that we have the correct number which is right about \$1 million.

Chairman McBride provided an overview of his and staff's visit to New Orleans to attend the Nation Association of Counties annual conference. He listed several of the types of classes and workshops that were offered.

Mr. Whitten extended apologies for the absence of Commissioner Gilman. The reason for his absence has to do with negotiations with another large company interested in TRI. This company is looking at approximately 400 acres with 4 million square feet and potentially adding 1000 new employees.

The Chair called for a 10 minute recess at 11:26am; The Chair called the meeting back to order at 11:39am

17. **DISCUSSION (No Action):** Restoration of the Official Map of Gold Hill, NV, Recorded Jen Chapman

Jen Chapman, Storey County Recorder: Gave a Power Point presentation on the map and the restoration. She invited and encouraged anyone interested in seeing it to come to the Recorder's office as it is displayed on the wall there.

18. **DISCUSSION/POSSIBLE ACTION:** Approval and acceptance of the 2014 Community Development Block Grant (CDBG) award in the amount of \$25,000 for kitchen and transportation improvements at the Storey County Senior Center in Virginia City and authorization for Cherie Nevin and/or Dessie Redmond to sign all associated grant documentation.

Grants and Emergency Management Coordinator, Cherie Nevin: Explained the proposed uses for the grant funds.

Motion: Approve and accept the 2014 Community Development Block Grant (CDBG) award in the amount of \$25,000 for kitchen and transportation improvements at the Storey County Senior Center in Virginia City and authorization for Cherie Nevin and/or Dessie Redmond to sign all associated grant documentation, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

19. **DISCUSSION/POSSIBLE ACTION:** Renewal of Interlocal Agreement for GIS Services between Douglas County and Storey County in the amount of \$55,000.

Pat Whitten explained the nature of the value of the agreement. He thanked Jana Seddon, Storey County Assessor for her contributions to it.

Jana Seddon, Storey County Assessor: GIS also plays a huge part in our aerial pictometry.

Chairman McBride asked if this is the same amount budgeted in the past, and Mr. Whitten confirmed that it is.

Motion: Approve the renewal of Interlocal Agreement for GIS Services between Douglas County and Storey County in the amount of \$55,000, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

20. **DISCUSSION/POSSIBLE ACTION:** Approval of Resolution 14-407 to provide Medium-Term financing in order to purchase up to nine vehicles not to exceed \$300,000.

Comptroller Hugh Gallagher: We may not spend all or any of the money, but this is to get the ball rolling so it can be presented and approved by the Department of Taxation so we can move forward. This is for requests for 5 patrol cars for the Sheriff's Department, replacement of 2 unsafe vehicles for commissioners, one for Dean Haymore in the Building Department whose consistent travels to TRI has put an undue burden on his vehicle, and one for Jana Seddon for the rocky roads of the Highlands and inclement weather when she is out assessing properties. In each of these instances, the replaced vehicles will be traded in, passed on to others in the county that may be able to utilize them, or auctioned.

Mr. Whitten clarified that this is a mechanism that allows them to begin to shop. There are requirements for the vehicles other than the patrol cars in that they must be white, in the current model year, and American made. We are looking at the options that may include USDA funding.

Sheriff Antinoro: Clarified that this is just an option. The monies were allocated for the purchase and setup of the patrol cars.

Chairman McBride explained that they made this large enough to encompass all the vehicle purchase just in case they need to use it.

Motion: Approve Resolution 14-407 to provide Medium-Term financing in order to purchase up to nine vehicles not to exceed \$300,000, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

21. DISCUSSION/POSSIBLE ACTION: For possible action approval of Payroll Check date 07/03/2014 for \$481,198.13, 07/18/2014 \$332,354.81 and \$5,610.31. Accounts Payable date for 7/11/14 for \$1,608,111.75 and \$3,100.06, 7/25/14 \$626,392.58 and \$12,864.54

Mr. Whitten explained that it has been a question in the past as to whether Chairman McBride may or may not vote on a "Bucket of Blood" check that is payment under a contract that was executed prior to his current commission. Usually we place this outside the consent agenda once per quarter so that it may be voted on and Commissioner McBride may abstain. As Commissioner Gilman is not present, staff's recommendation is to approve the claims exclusive of check 79513 for \$4500.

Motion: Approve claims exclusive of check 79513 for \$4,500, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

COMMUNITY DEVELOPMENT AND PLANNING

22. DISCUSSION/POSSIBLE ACTION: The applicant requests amendment to existing Special Use Permit No. 2000-222-A-3 to modify and expand applicable land area and allowable uses. The amendments apply to mining, processing, mine definition, exploration, and ancillary uses on the subject land in American Flat and Gold Hill. The location of the land subject to this SUP request is located approximately in Township 16 North, Range 20 East, Sections 1 and 12; and Township 16 North, Range 21 East, Sections 4, 5, 6, 7, 8, and 9 (MDB&M). The item is recommended for continuation pursuant to pending action by Planning Commission.

Senior Planner/Administrative Officer Austin Osborne: Recommended continuation to September 2nd

Motion: Continue the applicant requests to amend the existing Special Use Permit No. 2000-222-A-3 to modify and expand applicable land area and allowable uses to the September 2, 2014 at 10:00am, the meeting will be held in the District Courtroom, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

23. **DISCUSSION/POSSIBLE ACTION: Variance 2014-006:** By Joyce Kveum at a property located at 109 South C Street, Virginia City, Nevada 89440 (APN 001-074-03) for a business commonly known as Comstock Corner Café. The applicant requests a variance for the purpose of changing the allowed width and length of a sign which will be attached to the porch of the business.

Denise Redmond: Recommended continuation to August 19th as the applicant could not be here today.

Motion: Continue Variance 2014-006: By Joyce Kveum at a property located at 109 South C Street, Virginia City, Nevada 89440 (APN 001-074-03) for a business commonly known as Comstock Corner Café to August 19, 2014 at 10:00am, the meeting will be held in the District Courtroom, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

24. **FOR POSSIBLE ACTION, LICENSING BOARD SECOND READINGS:**

- A. WIZE SOLUTIONS, INC.-Contractor/ 2724 South 3600 West-W Valley City, UT (Contractor)
- B. MURPHY BUILT CONST- 620 Tahoe Street-Reno (Contractor)
- C. NETRONIX INTEGRATION, INC.- 2170 Paragon Drive-San Jose, CA (Contractor)

Mr. Whitten, speaking on behalf of Austin Osborne and Dean Haymore: Staff recommends approval of all three licences.

Motion: Approve second readings, **Action:** Approve **Moved by** Commissioner Sjovangen **Seconded by** Chairman McBride **Vote:** Motion carried by unanimous vote (**summary:** Yes=2)

25. **CORRESPONDENCE (No Action)**

- a. Denied request from Mark Joseph Phillips to discuss missing documents related to the "Gold Hill Nevada Area Zoning Map."

26. **PUBLIC COMMENT (No Action)**

Mr. Whitten speaking for Jack McGuffey read: Though a central 'C' Street location would be preferred, would a restroom be beneficial in the new Parking lot as water and sewer is readily available?

Mark Joseph Phillips, Storey County Resident: A month after the Gold Hill Zoning Map amendment, it is still not available to the public. It would be prudent for it to be back in the Recorder's office before September 2nd. We discussed earlier the excessive water/sewer bill and the senior discount is only offered on the water, not the sewer side of the bill. Our petition to have a ballot question concerning having 5 commissioners for Storey County was insufficient. I would like to thank Bill Maddox for a five page letter that is a step by step process for success next time.

Senior Planner/Administrative Officer Austin Osborne: The zone change is complete, but the map reflecting them is not complete. We expect it will be brought to the board for approval in a couple weeks.

27. ADJOURNMENT

The meeting was adjourned at the call of the Chair at 12:21pm

Respectfully Submitted,

By Vanessa A. Stephens
Vanessa Stephens, Clerk/Treasurer



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 19, 2014

Estimate of time required: 5 min.

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** Approval of Treasurer Report for July 2014

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

3. **Prepared by:** Vanessa Stephens

Department: Clerk & Treasurer

Telephone: 847-0969

4. **Staff summary:** Report is attached.

5. **Supporting materials:**

6. **Fiscal impact:**

Funds Available:

Fund:

_____ Comptroller

7. **Legal review required:**

_____ District Attorney

8. **Reviewed by:**

VS Department Head

Department Name: Clerk & Treasurer

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

ACT DESCRIPTION	BAL. FORWARD	RECEIPTS	DISBURSEMENTS	PAYROLLS	JOURN VOUCHERS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
192 HEALTH INSURANCE	1,924.90-	.00	.00	.00	.00	.00	.00	1,924.90-
193 WELLS FARGO USDA CASH	2,990,200.00	.00	.00	.00	.00	.00	.00	2,990,200.00
194 DISTRICT COURT HOLDING	6,611.87	320.00	.00	.00	.00	.00	.00	6,931.87
195 CASH IN BANK	544,467.25	.00	.00	.00	.00	.00	.00	544,467.25
197 BUSINESS BANK CCARDS	.00	.00	.00	.00	.00	.00	.00	.00
198 B OF A PROPERTY SALES	.00	.00	.00	.00	.00	.00	.00	.00
199 WELLS FARGO CC ACCOUNT	5,946,221.22	1,520,937.44	2,256,021.51-	874,862.26-	.00	.00	.00	4,336,284.89
191 WELLS FARGO MONEY MARKET	7,159,202.50	.00	.00	.00	.00	.00	.00	7,159,202.50
196 STATE LGIP ACCOUNT	8,178,894.70	.00	.00	.00	.00	.00	.00	8,178,894.70
901 OLD COINS	439.30	.00	.00	.00	.00	.00	.00	439.30
903 PETTY CASH	1,100.00	.00	.00	.00	.00	.00	.00	1,100.00
904 PETTY CASH SHERIFF	2,000.00	.00	.00	.00	.00	.00	.00	2,000.00
905 PETTY CASH ASSESSOR	200.00	.00	.00	.00	.00	.00	.00	200.00
001 GENERAL	9,478,154.84-	708,432.87-	332,456.35	511,113.74	3,740.00	.00	.00	9,339,277.62-
010 INDIGENT MEDICAL	509,673.26-	2,004.78-	10,130.20	.00	.00	.00	.00	501,547.84-
015 INDIGENT ASSISTANCE -TAX	14.00-	.00	.00	.00	.00	.00	.00	14.00-
020 ROADS	1,328,490.08-	65,592.57-	28,534.20	37,429.71	.00	.00	.00	1,328,118.74-
024 RESTITUTION	100.00-	100.00-	.00	.00	.00	.00	.00	200.00-
030 FIRE	182,718.87	.00	73,115.96	124,433.76	.00	.00	.00	380,268.59
035 FIRE EMERGENCY	204,336.90-	.00	.00	.00	.00	.00	.00	204,336.90-
040 FIRE DISTRICT	683,703.15-	.00	6,536.77	11,067.11	.00	.00	.00	666,099.27-
045 MUTUAL AID	90,740.57-	.00	2,049.14	.00	.00	.00	.00	88,691.43-
050 SERVICE	100,000.00-	.00	.00	.00	.00	.00	.00	100,000.00-
060 EQUIPMENT ACQUISITION	134,083.80-	.00	.00	.00	.00	.00	.00	144,037.73-
070 CAPITAL PROJECTS	45,850.41-	.00	7,822.50	.00	.00	.00	.00	38,027.91-
080 INFRASTRUCTURE FUND	2,113,840.43-	19,513.85-	.00	.00	.00	.00	.00	2,133,354.28-
090 WATER SYSTEM	1,199,170.72-	52,372.70-	11,705.19	14,294.23	.00	.00	.00	1,225,544.00-
100 STABILIZATION	1,000,000.00-	.00	.00	.00	.00	.00	.00	1,000,000.00-
110 TOWN OF GOLD HILL	660.00-	.00	.00	.00	.00	.00	.00	660.00-
120 TOWN OF VIRGINIA CITY	.00	.00	.00	.00	.00	.00	.00	.00
130 VIRGINIA DIVIDE SEWER	148,003.91-	20,450.25-	4,878.97	7,906.85	.00	.00	.00	155,668.34-
135 USDA BOND WELLS FARGO	2,908,444.94-	.00	484,793.12	.00	.00	.00	.00	2,423,651.82-
140 DRUG COURT	8,893.00-	130.00-	8,523.00	.00	.00	.00	.00	500.00-
150 SCHOOL	745,657.73-	149,869.53-	753,044.38	.00	.00	.00	.00	142,482.88-
160 SCHOOL DEBT	144,559.31-	28,744.66-	145,189.43	.00	.00	.00	.00	28,114.54-
165 TECHNOLOGY FUND	99,362.59-	949.66-	1,426.64	.00	.00	.00	.00	98,885.61-
170 STATE	152,234.46-	64,481.31-	152,309.51	.00	.00	.00	.00	64,406.26-
175 FAIR & RECREATION BOARD	.00	.00	.00	.00	.00	.00	.00	.00
180 DISTRICT COURT	31,421.66-	1,463.00-	.00	.00	.00	.00	.00	32,884.66-
185 INDIGENT ACCIDENT	26,518.35-	3,001.05-	21,177.90	.00	.00	.00	.00	8,341.50-
187 JUSTICE COURT FUND	37,510.47-	740.25-	498.00	.00	.00	.00	.00	37,752.72-
189 TRI NET	.00	.00	.00	.00	.00	.00	.00	.00
190 PARK FUND	6,554.96-	500.00-	.00	.00	.00	.00	.00	7,054.96-
200 TRI PAYBACK	1,781,684.88-	7.08-	.00	.00	.00	.00	.00	1,781,691.96-
206 FEDERAL GRANTS	356,712.02-	45,238.59-	93,325.03	.00	3,740.00-	.00	.00	312,365.58-
210 SHERIFF'S JAIL BLDG FUND	61,660.18	.00	6,628.25	23,657.66	.00	.00	.00	91,946.09
220 VC RAIL PROJECT	1,224,784.85-	.00	.00	.00	.00	.00	.00	1,224,784.85-
230 VC TOURISM COMMISSION	510,639.70-	128,545.19-	63,574.57	21,005.23	.00	.00	.00	554,605.09-
250 FIRE DISTRICT	.00	219,166.17-	47,764.53	119,922.58	.00	.00	.00	51,479.06-
260 FIRE EMERGENCY	.00	.00	.00	.00	.00	.00	.00	.00
270 MUTUAL AID	.00	.00	537.87	4,031.39	.00	.00	.00	4,569.26
800 UNSECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
900 SECURED TAXES HOLDING	.00	.00	.00	.00	.00	.00	.00	.00
TOTAL ALL FUNDS	.00	.00	.00	.00	.00	.00	.00	.00

Tp	Check #	Bank	Seq	Person #	Vendor/Employee Name	From	Check#	Amount
						0/00/00 -	7/31/14	
						From <td>Check Date</td> <td></td>	Check Date	
								Outstanding Checks
								1 Through 7/31/14
CK	79505	199	00	404213	AUTOMATION ELECTRIC INC		7/11/14	320.00
CK	79513	199	00	401456	BUCKET OF BLOOD SALOON		7/11/14	4,500.00
CK	79536	199	00	403928	CRESTA, OCTAVIO A		7/11/14	372.00
CK	79539	199	00	404113	DANIELS, ANNETTE		7/11/14	125.00
CK	79540	199	00	404100	DEL CARLO, LINDA		7/11/14	324.00
CK	79550	199	00	404457	GALLAGHER, ASHLYN		7/11/14	85.00
CK	79551	199	00	403082	GALLAGHER, HUGH III		7/11/14	3,500.00
CK	79595	199	00	103075	NEV SECRETARY OF STATE		7/11/14	100.00
CK	79609	199	00	102589	PUBLIC AGENCY COMPENSATIO		7/11/14	128,506.88
CK	79612	199	00	403902	RADFORD, SANDRA M		7/11/14	144.75
CK	79668	199	00	403671	BURRELL, SCOTT LEWIS		7/25/14	993.00
CK	79677	199	00	99652	COMSTOCK CHRONICLE (VC)		7/25/14	130.00
CK	79678	199	00	403887	COMSTOCK GOLD MILL LLC		7/25/14	127.00
CK	79680	199	00	100020	COSTCO HSBC BUS SOLUTIONS		7/25/14	347.73
CK	79682	199	00	404466	DAIOHS USA INC		7/25/14	108.80
CK	79683	199	00	403216	FARR WEST ENGINEERING		7/25/14	11,879.32
CK	79701	199	00	404102	LIQUID BLUE EVENTS LLC		7/25/14	2,185.00
CK	79709	199	00	403829	NATIONAL JUDICIAL COLLEGE		7/25/14	1,835.00
CK	79713	199	00	101319	NEV PUBLIC DEFENDER		7/25/14	11,578.25
CK	79717	199	00	102890	NFPA		7/25/14	1,165.50
CK	79718	199	00	403730	NITV FEDERAL SERVICES LLC		7/25/14	350.00
CK	79719	199	00	404163	NORTON CONSULTING LLC		7/25/14	2,181.00
CK	79725	199	00	403895	PETRINI, ANGELO D		7/25/14	164.00
CK	79726	199	00	102639	PHYSIO CONTROL INC		7/25/14	315.62
CK	79728	199	00	101434	PITNEY BOWES INC		7/25/14	126.42
CK	79732	199	00	103306	PURCHASE POWER		7/25/14	1,900.00
CK	79735	199	00	403902	RADFORD, SANDRA M		7/25/14	120.50
CK	79736	199	00	402937	RAY MORGAN CO INC (CA)		7/25/14	653.62
CK	79745	199	00	101210	SBC GLOBAL SERVICES INC		7/25/14	6,180.78
CK	79746	199	00	404187	SHOAF, BRIAN ALLEN		7/25/14	39.00
CK	79749	199	00	403923	SILVER STATE NATIONAL PEA		7/25/14	87.50
CK	79752	199	00	403725	ST CO FIRE DEPARTMENT		7/25/14	16,810.00
CK	79756	199	00	404484	SWANSON, FRED		7/25/14	100.00
CK	79758	199	00	403901	THE TOMSTONE COWBOYS		7/25/14	2,299.00
CK	79760	199	00	403447	TRI-VENTURES INC		7/25/14	175.00
CK	79766	199	00	403894	VIRGINIA & TRUCKEE RR CO		7/25/14	6,602.50
CK	79768	199	00	403723	VIRGINIA HIGHLANDS VFD		7/25/14	140.00
PR	34150	199	00	900050	NEV ST RETIR/4159565779		7/03/14	74,138.14
PR	34188	199	00	112	HESS, GREG J		7/18/14	1,011.25
PR	34189	199	00	1941	MCCAIN, SAMUAL		7/18/14	51,511.23
PR	34215	199	00	900050	NEV ST RETIR/4159565779		7/21/14	54,193.36
PR	34216	199	00	900050	NEV ST RETIR/4159565779		7/21/14	23,149.52
					Bank Total:			359,575.67
					Total:			359,575.67

AD VAL FOR THE MONTH OF JULY 2014

	001 GENERAL	001-500 INDUST GID	150 SCH OP	160 SCH DB	060 CAP AQU	170 STATE	010 IND MED	185 IND ACC	001 YOUTH	250 FIRE/EMER	200 TRI Payback	001 PENALTIES	001-34104 A/R 6%	001-36506 OVRPMT	165 A/R 2%	TOTAL
TREASURER																
2008/2009	\$ 154.25		\$ 66.21	\$ 12.77	\$ 4.42	\$ 15.00	\$ 2.65	\$ 1.33	\$ 0.41	\$ 48.08	\$ 147.14	\$				\$ 452.26
2009/2010	\$ 24.24		\$ 10.32	\$ 2.00	\$ 0.70	\$ 2.35	\$ 0.40	\$ 0.19	\$ 0.05	\$ 7.49		\$				\$ 47.74
2011-2012	\$ 21.32		\$ 8.36	\$ 1.73	\$ 0.59	\$ 2.05	\$ 0.12	\$ 0.18	\$ 0.07	\$ 6.57	\$ 32.62	\$				\$
Special Assess																
Total 2011-2012	\$ 21.32	\$	\$ 8.36	\$ 1.73	\$ 0.59	\$ 2.05	\$ 0.12	\$ 0.18	\$ 0.07	\$ 6.57	\$ 32.62	\$				\$ 73.61
2012-2013	\$ 3,444.40		\$ 1,457.16	\$ 281.16	\$ 96.45	\$ 329.33	\$ 19.42	\$ 29.21	\$ 8.73	\$ 1,058.11	\$ 2,758.87	\$				\$
Special Assess																
Total 2012-2013	\$ 3,444.40		\$ 1,457.16	\$ 281.16	\$ 96.45	\$ 329.33	\$ 19.42	\$ 29.21	\$ 8.73	\$ 1,058.11	\$ 2,758.87	\$				\$ 9,482.84
Subtotal	\$ 3,644.21		\$ 1,542.05	\$ 297.66	\$ 102.16	\$ 348.73	\$ 22.59	\$ 30.91	\$ 9.26	\$ 1,120.25	\$ 2,938.63	\$				\$ 10,056.45
2013-2014	\$ 3,366.73	\$ 4,845.63	\$ 3,476.73	\$ 670.63	\$ 231.63	\$ 787.94	\$ 46.19	\$ 69.51	\$ 21.22	\$ 2,524.09	\$ 2,915.78	\$				\$
Special Assess	\$ 570.47		\$ 241.46	\$ 46.59	\$ 16.10	\$ 54.73	\$ 3.22	\$ 4.83	\$ 1.45	\$ 175.34		\$				\$
Total 2013/2014	\$ 3,937.20	\$ 4,845.63	\$ 3,718.19	\$ 717.22	\$ 247.73	\$ 842.67	\$ 49.41	\$ 74.34	\$ 22.67	\$ 2,699.43	\$	\$				\$ 20,070.27
TOTAL PRIOR	\$ 7,581.41	\$ 4,845.63	\$ 5,260.24	\$ 1,014.88	\$ 349.89	\$ 1,191.40	\$ 72.00	\$ 105.25	\$ 31.93	\$ 3,819.68	\$	\$				\$ 30,126.72
2014/2015	\$ 164,531.08	\$ 63,079.41	\$ 96,364.39	\$ 18,609.44	\$ 6,450.81	\$ 21,873.15	\$ 1,301.82	\$ 1,949.76	\$ 591.20	\$ 69,971.59	\$	\$				\$ 444,722.65
Special Assess	\$ 3,125.72		\$ 1,325.04	\$ 255.26	\$ 88.20	\$ 299.89	\$ 17.64	\$ 26.46	\$ 7.94	\$ 960.70	\$	\$				\$
TOTAL 14/15	\$ 167,656.80	\$ 63,079.41	\$ 97,687.43	\$ 18,864.70	\$ 6,539.01	\$ 22,173.04	\$ 1,319.46	\$ 1,976.22	\$ 599.14	\$ 70,932.29	\$	\$				\$ 450,827.50
TOTAL SECURED	\$ 175,238.21	\$ 67,925.04	\$ 102,947.67	\$ 19,879.58	\$ 6,888.90	\$ 23,364.44	\$ 1,391.46	\$ 2,081.47	\$ 631.07	\$ 74,751.97	\$	\$		\$ 8.71	\$	\$ 480,954.22
Refund Secured																\$
REPORT TOTALS	\$ 175,238.21	\$ 67,925.04	\$ 102,947.67	\$ 19,879.58	\$ 6,888.90	\$ 23,364.44	\$ 1,391.46	\$ 2,081.47	\$ 631.07	\$ 74,751.97	\$	\$ 5,854.41	\$	\$	\$	\$ 480,962.93
ASSESSOR																
2010/2011	\$ 71.15		\$ 30.12	\$ 5.81	\$ 2.01	\$ 6.83	\$ 0.40	\$ 0.60	\$ 0.18	\$ 21.87	\$ 7.08	\$ 19.18	\$ 9.52	\$	\$ 3.17	\$ 177.92
2011/2012	\$ 128.62		\$ 54.26	\$ 10.51	\$ 3.64	\$ 12.34	\$ 0.73	\$ 1.10	\$ 0.33	\$ 39.53	\$	\$ 30.59	\$ 16.36	\$	\$ 5.46	\$ 303.47
2012/2013	\$ 135.06		\$ 57.16	\$ 11.03	\$ 3.82	\$ 12.95	\$ 0.77	\$ 1.14	\$ 0.35	\$ 41.52	\$	\$ 35.01	\$ 17.20	\$	\$ 5.74	\$ 321.75
Subtotal	\$ 334.83		\$ 141.54	\$ 27.35	\$ 9.47	\$ 32.12	\$ 1.90	\$ 2.84	\$ 0.86	\$ 102.92	\$ 7.08	\$ 84.78	\$ 43.08	\$	\$ 14.37	\$ 803.14
2013/2014	\$ 245.44	\$ 2.57	\$ 104.95	\$ 20.24	\$ 6.99	\$ 23.78	\$ 1.40	\$ 2.12	\$ 0.65	\$ 76.23	\$	\$ (177.75)	\$ 31.59	\$	\$ 10.54	\$ 348.75
TOTAL PRIOR	\$ 580.27	\$ 2.57	\$ 246.49	\$ 47.59	\$ 16.46	\$ 55.90	\$ 3.30	\$ 4.96	\$ 1.51	\$ 179.15	\$ 7.08	\$ (92.97)	\$ 74.67	\$	\$ 24.91	\$ 1,151.89
2014/2015	\$ 3,710.65		\$ 1,570.59	\$ 306.28	\$ 107.58	\$ 356.86	\$ 21.82	\$ 32.32	\$ 9.39	\$ 1,140.59	\$	\$	\$ 473.21	\$	\$ 157.75	\$ 7,887.04
Overpayment														\$ 0.33		\$
TOTAL UNSEC	\$ 4,290.92	\$ 2.57	\$ 1,817.08	\$ 353.87	\$ 124.04	\$ 412.76	\$ 25.12	\$ 37.28	\$ 10.90	\$ 1,319.74	\$ 7.08	\$ (92.97)	\$ 547.88	\$ 0.33	\$ 182.66	\$ 9,039.26
MISC																
PX DIST												\$	\$	\$	\$	\$
PX DIST												\$	\$	\$	\$	\$
PC Dist												\$	\$	\$	\$	\$
MX DIST	\$ 104,222.62		\$ 44,114.78	\$ 8,511.21	\$ 2,940.99		\$ 588.20	\$ 882.30	\$ 264.69	\$ 32,033.21	\$	\$	\$	\$	\$	\$ 193,558.00
GRAND TOTAL	\$ 283,751.75	\$ 67,927.61	\$ 148,879.53	\$ 28,744.66	\$ 9,953.93	\$ 23,777.20	\$ 2,004.78	\$ 3,001.05	\$ 906.66	\$ 108,104.92	\$ 7.08	\$ 5,761.44	\$ 547.88	\$ 9.04	\$ 182.66	\$ 683,560.19



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 19, 2014

Estimate of time required: 0-5 mins

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For Possible Action – Approval – Assessor’s Recommended Corrections to Tax Roll for Partial Property Tax Abatements pursuant to NRS 361.4722 through 361.4724

2. **Recommended motion:** Approval

3. **Prepared by:** Tobi Whitten

Department: Assessor’s Office

Telephone: 847-0961

4. **Staff summary:** Nevada Revised Statutes 361.4722 through 361.4724 provide a partial property tax abatement (implemented as a “cap”) for certain existing owner-occupied and qualifying residential rental properties. Status verification cards and affidavits are typically due back to our office on or before June 15th of the preceding fiscal year, but circumstances beyond a taxpayer’s control may cause a delay and, as a result, the proper “cap” does not get applied to the tax bill. If the Assessor’s Office determines that the proper “cap” has not been applied, the tax bill may be amended by the Clerk-Treasurer at the direction of the Board and a new tax bill or a refund be mailed to the affected taxpayer.

5. **Supporting materials:** Please see attached letter, which lists affected properties.

6. **Fiscal impact:** Unknown

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

☒ Department Head

____ Department Name: Assessor’s Office

☒ County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Jana Seddon
STOREY COUNTY ASSESSOR

STOREY COUNTY COURTHOUSE
26 South B Street
P.O. Box 494
Virginia City, NV 89440

(775) 847-0961 Phone
(775) 847-0904 Fax
Assessor@storeycounty.org

August 6, 2014

Memo to: STOREY COUNTY COMMISSIONERS

Re: Corrections for Partial Property Tax Abatements

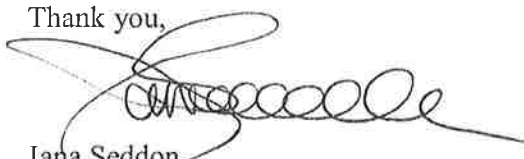
The following have been approved by the Storey County Assessor's Office to receive the 3% Property Tax Abatement ("Cap") for the 2014-15 fiscal year:

	<u>APN</u>	<u>OWNER(S)</u>	<u>PROPERTY LOCATION</u>
1	002-101-09	Dupre, Jeanne S	2011 Main Street Gold Hill
2	003-022-12	Dixon, Shane & Jenna	2440 Grizzley Rd Virginia City Highlands
3	003-033-21	Hoeft, James W	2499 Cartwright Rd Virginia City Highlands
4	003-123-07	Murphy, Margaret / Vargas, Ethel	1931 Lousetown Rd Virginia City Highlands

Please advise the Treasurer to:

- 1) Adjust the tax bills listed above by applying the corrected cap percentage, and
- 2) Issue a new tax bill or refund, as necessary.

Thank you,


Jana Seddon
Storey County Assessor



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 08/19/14

Estimate of time required:

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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

2. **Recommended motion** Approve as part of consent agenda.

3. **Prepared by:** Melissa Field

Department: SCSO

Telephone: 775-847-0959

4. **Staff summary:**

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:**

____ District Attorney

8. **Reviewed by:**

 X Department Head

Department Name: Gerald Antinoro

Gerald Antinoro

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.



STOREY COUNTY SHERIFF'S OFFICE

Gerald Antinoro
Sheriff

August 12, 2014

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

Fr: Melissa Field

Please add the following item(s) to the August 19, 2014 Commissioners Consent Agenda:

**LICENSING BOARD
FIRST READING:**

**A. DELTA SALOON/SAWDUST CORNER/PARKING - GENERAL & LIQUOR
LICENSE / 28 S "C" ST**

B. BONANZA SALOON / GENERAL & LIQUOR LICENSE / 27 N "C" ST

(Formally owned by Angelo Petrini, pending closing date of 9-2-14. The new owner, pending closing, will be Vincent Malfitano. Lease holder is Dewing Gaming Management owned by Bruce Dewing. The current business names, Delta Saloon and Bonanza Saloon, will remain the same.)

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



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 19, 2014

Estimate of time required: 0 min

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

1. **Title:** For possible action approval of Payroll Check date 08/01/14 for \$427,414.46. Accounts Payable date for 8/08/14 for \$484,597.05 and \$5,130.39.
2. **Recommended motion:** Approval of claims as submitted as part of the Consent Agenda
3. **Prepared by:** Hugh Gallagher

Department: Comptroller Telephone: 775 847-1006
4. **Staff summary:** Please find attached the claims
5. **Supporting materials:** Attached

6. **Fiscal impact:**

Funds Available: NA

Fund: NA

__NA__ Comptroller

7. **Legal review required:**

__NA__ District Attorney

8. **Reviewed by:**

H. J. Department Head

Department Name: Comptroller

[Signature] County Manager

Other agency review: _____

9. **Board action:**

☐

Approved

☐

Approved with Modifications

☐

Denied

☐

Continued

Agenda Item No.

Payroll Type: Regular Check Date: 08/01/14 Period-end Date: 07/27/14
Payroll Groups: 1 2 3 4 5 6 7 8

Check/	Emp #/		Amount
DD #	Ded #	Payee	

Total User Transfer for EFTPS:	57,537.53
Total Deductor Checks:	104,402.10
Total Employee Checks:	2,699.69
Total Employee Direct Deposit:	247,774.73
Total Employee Deds Xferd on Dir Dep File:	6,721.50
Total User Transfer to Deductor:	8,278.91
Total Disbursed:	427,414.46

Approved by the Storey County Board of Commissioners: _____

CHAIRMAN	COMMISSIONER	COMMISSIONER
COMPTROLLER		
TREASURER		

Report No: FB1315
Run Date : 08/06/14
CHECK
NUMBER

VENDOR
79775 ALSCO INC

79776 AMSTARDAM PRINTING/LITHO

79777 APPLE TIME INC

79778 ARC HEALTH AND WELLNESS

79779 ARCADIA PUBLISHING INC

79780 ASSESSOR'S ASSOC OF NEV

79781 BAKER, NANCY SUE

79782 BANK OF AMERICA #2704

STOREY COUNTY
CHECK REGISTER 8/08/14

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
ST 71 LAUNDRY		8/08/14	69970	13.38	
ST 72 LAUNDRY		8/08/14	69970	8.77	
ST 74 LAUNDRY		8/08/14	69970	10.52	
SHOP		8/08/14	70006	34.94	
SHOP		8/08/14	70006	40.04	
CH		8/08/14	70006	26.70	134.35
STYLUS PENS		8/08/14	70027	152.64	152.64
ANTI-BULLYING		8/08/14	70023	473.71	473.71
FRANCONE		8/08/14	70015	420.99	
KEENER		8/08/14	70015	420.99	
MAHAN		8/08/14	70015	493.74	1,335.72
CHINESE/V&T/BONANZA BOOKS		8/08/14	70029	570.15	570.15
ASSESSOR MEMBER FEES		8/08/14	70093	150.00	150.00
JULY 17-30, 2014		8/08/14	70030	136.50	
		8/08/14	70030	871.50	1,008.00
EVAN FIRE FUEL		8/08/14	70102	27.36	
YCW TRAILER MAINT		8/08/14	69973	130.00	
FLOOR STRIPPER ST 171		8/08/14	69973	103.90	
R-171 GAS CAP		8/08/14	69973	365.62	
BOX FRAMES		8/08/14	69973	8.03	
METAL FRAMES		8/08/14	69973	680.00	
KLINGLER TRAINING		8/08/14	69973	399.60	
KLINGLER TRAVEL/TRAINING		8/08/14	69973	750.00	
4TH OF JULY		8/08/14	69973	756.00	
FUELS REDUCTION DUMPSTER		8/08/14	69973	163.46	
POSTAGE		8/08/14	69973	90.37	
RANCH FIRE FUEL		8/08/14	69973	5.80	
RANCH FIRE FUEL		8/08/14	69973	112.00	
TOOL RENTAL ST 171		8/08/14	69973	90.51	
CAR RENTAL/TRAINING		8/08/14	69973	613.80	
BUILDING MATERIALS ST 171		8/08/14	69973	922.42	
HOTEL/TRAINING		8/08/14	69973	52.38	
INSPECTOR II EXAM		8/08/14	69973	698.85	
LOGGING UNIT FUEL		8/08/14	69973	194.00	
LOGGING UNIT AUTO MAINT		8/08/14	69973	73.44	
LOGGING UNIT AUTO MAINT		8/08/14	69973	185.45	
LOGGING UNIT FUEL		8/08/14	69973	76.20	
P71 SIGN PROJECT		8/08/14	69973	86.00	
IACF MEMBERSHIP DUES		8/08/14	69973	28.26	
FIREHOUSE SOFTWARE TRAINI		8/08/14	69973	254.00	
POSTAGE		8/08/14	69973	403.00	
POSTAGE		8/08/14	69973	12.00	
POSTAGE		8/08/14	69973	2.03	
SWAUGER FIRE FUEL		8/08/14	69973	49.00	
SCHA BATTERIES		8/08/14	69973	51.16	
WHISKEY FIRE FUEL		8/08/14	69973	72.01	
RANCH FIRE FUEL		8/08/14	69973	83.00	
		8/08/14	69973	40.01	

Report No: PB1315
Run Date : 08/06/14

CHECK
NUMBER

VENDOR

STOREY COUNTY
CHECK REGISTER 8/08/14

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CHECK
TOTAL

AMOUNT

TRANS#

DATE

P/O #

INVOICE DESCRIPTION

82.35

69973

8/08/14

WHISKEY FIRE FUEL

20.50

69973

8/08/14

WHISKEY FIRE MEAL

82.24

69973

8/08/14

RANCH FIRE FUEL

84.29

69973

8/08/14

WHISKEY FIRE FUEL

83.65

69973

8/08/14

ST 75 REPAIRS

1,225.00

69972

8/08/14

ANNUAL PM SERVICE

150.00

70031

8/08/14

JULY 17-30, 2014

40.00

70031

8/08/14

JULY 17-30, 2014

904.72

70007

8/08/14

1705 PERU- DOORS

952.00

70033

8/08/14

JULY 17-30, 2014

212.00

70033

8/08/14

JULY 17-30, 2014

524.48

70032

8/08/14

GARNISHMENT DISBURSED

45.00

70012

8/08/14

H2O/SEWER

40.47

70010

8/08/14

FR61984 MSTR CYLINDER

8.86

70010

8/08/14

FR62218 ATF

39.12

70010

8/08/14

FR 62218 TRANS FLUID

3.11

70010

8/08/14

FR32906 REFLECT

8.89

70010

8/08/14

STOCK COOLANT

32.18

70010

8/08/14

STOCK OIL FILTER\

206.82

70010

8/08/14

FR32906 FILTERS

6.99

70010

8/08/14

ASSESSOR OIL

91.48

70010

8/08/14

FR 71 FRK LFT- GAUGE

21.21

70010

8/08/14

FR 71 FRK LFT, SWITCH

31.07

70010

8/08/14

FR 71 FRK LFT FILTERS

168.73

70010

8/08/14

STOCK FILTERS

18.19

70010

8/08/14

STOCK-HYDR FLUID

118.00

70010

8/08/14

FR32906 GEAR OIL

29.70

70010

8/08/14

SHOP- INSERTS

9.29

70010

8/08/14

ASSESSOR, AIR FILTER

31.98

70010

8/08/14

FR32906 BULB

52.98

70010

8/08/14

FR32907 OIL SEAL

41.43

70010

8/08/14

FR51811 FILTR KIT

71.98

70010

8/08/14

FR72 FORK, GAUGE

84.38-

70010

8/08/14

IT-

35.97

70010

8/08/14

FR51811 GR OIL

88.22

70010

8/08/14

STOCK FILTERS

1,072.29

24.82

70008

8/08/14

CROWN VIC- GASKET

30,095.25

70115

8/06/14

VIN#IC4BJWDG2EL276699

24.00

70009

8/08/14

B&G SHARPEN CHAINS

22.93

70009

8/08/14

FIRE 61984 FUEL PUMP

2,454.45

70014

8/08/14

PW- UNL & DIESEL

2,726.41

70014

8/08/14

PW UNL & DIESEL

1,043.31

70014

8/08/14

VCH- UNL & DIESEL

75.89

70040

8/08/14

GARNISHMENT DISBURSE

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Run Date : 08/06/14

STOREY COUNTY
CHECK REGISTER 8/08/14

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
79795	CELLCO PARTNERSHIP	ACCT#942043776-00001		8/08/14	70110	40.01	75.89
79796	CENTRAL SANITARY SUPPLY	772263062-00001 IPAD		8/08/14	70077	286.05	
79797	CENTURY PUBLISHING CO INC	PAPER PRODUCTS		8/08/14	70002	249.27	326.06
79798	CHARLES C CHISHOLM MARITA	VISITOR GUIDES		8/08/14	70034	6,423.57	249.27
79799	CITY OF CARSON TREASURER	00411131		8/08/14	70108	818.57	6,423.57
79800	CLEWELL, LEO	TRI COUNTY SALES TAX		8/08/14	70087	19,513.85	818.57
79801	COLLECTION SERVICE OF NEV	PARK RENTAL 08/02/2014		8/08/14	70026	100.00	19,513.85
79802	COMMUNITY CHEST INC	GARNISHMENT DISBURSE		8/08/14	70091	600.41	100.00
79803	COMSTOCK CHRONICLE (VC)	YOUTH ACTIVITIES		8/08/14	69977	5,416.00	600.41
79804	COMSTOCK GOLD MILL LLC	RECRUITMENT		8/08/14	69987	100.75	5,416.00
79805	CONWAY COMMUNICATIONS	SEASONAL ROAD WORKER		8/08/14	70016	65.00	
79806	COSTCO HSEC BUS SOLUTIONS	1/4 PAPER POST		8/08/14	70111	29.25	
79807	CRESTA, OCTAVIO A	9 VEHICLES		8/08/14	70088	94.50	289.50
79808	DAIOHS USA INC	JULY 17-30, 2014		8/08/14	70036	256.00	
79809	DEMETRAS & O'NEILL LLC	NORTEL PH REPAIRS		8/08/14	69984	120.00	280.00
79810	EASLEY, JERRY L	JULY 17-30, 2014		8/08/14	70103	88.93	120.00
79811	ERGOGENESIS WORKPLACE SOL	CH WATER COOLERS		8/08/14	70039	8.00	88.93
79812	FARMER BROS CO	ST 72 WATER		8/08/14	70039	388.00	
79813	FERGUSON ENTERPRISES INC	ST 71 WATER		7/25/14	69963	25.95	396.00
79814	FERRELIGAS LP	ST 74 WATER		8/08/14	70018	51.90	
79815	FIRE SERVICE SPEC &SUPPLY	CV 20235		8/08/14	70109	1,000.00	73.95
79816	FLEET HEATING & AIR INCOR	RESERVATION 7/27/14		8/08/14	70041	100.00	30.95
79817	FLYERS ENERGY LLC	2 DISPATCH CHAIRS		8/08/14	69982	1,881.54	219.70
		COFFEE- LCKWD SENIOR CNTR		8/08/14	69981	51.68	
		STOCK- WATER PARTS		8/08/14	70017	1,733.04	51.68
		JAIL		8/08/14	70011	215.25	1,733.04
		HOLMATRO ANNUAL SERVICE		8/08/14	69989	2,151.00	215.25
		1705 PERU- FREON		8/08/14	70019	138.00	2,151.00
		LW- REG & DSL		8/08/14	70020	1,094.46	138.00

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
79818	GAYLE A KERN LTD	LW- REG & DSL SHOP- GR OIL & DELO LW- REG & DSL		8/08/14 8/08/14 8/08/14	70020 70020 70020	1,493.04 847.80 1,381.07	4,816.37
79819	GRAINGER	GARNISHMENT DISBURSED		8/08/14	70035	558.93	558.93
79820	GREAT BASIN TERMITE & PES	LW SR-BOOK SHELVES, SCREW		8/08/14	70060	58.35	58.35
79821	GTP INVESTMENTS LLC	QTRLY PEST SERVICE CH 372 S C EM MGT 100 TOLL WATER TRTMENT PLANT MT COMM CNTR-QUARTERLY		8/08/14 8/08/14 8/08/14 8/08/14 8/08/14 8/08/14	69969 70062 70062 70062 70062 70062	35.00 100.00 35.00 35.00 35.00 65.00	305.00
79822	HAYMORE, DEAN	POND PEAK QUAD COUNTY APR INVOICE POND PEAK UTILITIES		8/08/14 8/08/14 8/08/14 8/08/14	70083 69986 69986 69986	520.00 356.33 316.33 40.00	1,232.66
79823	HD SUPPLY CONST SUPPLY LT	NEWSPAPER ARCHIVES PAT		8/08/14	69980	55.63	55.63
79824	HENRY SCHEIN	CONCRETE BLADE 1/2		8/08/14	70063	890.18	890.18
79825	HERRINGTON, EILEEN	EMS SUPPLIES EMS SUPPLIES EMS SUPPLIES		8/08/14 8/08/14 8/08/14	69991 69991 69991	123.54 49.41 474.86	647.81
79826	HISTORIC FOURTH WARD SCHO			8/08/14	70099	50.80	50.80
79827	HOME DEPOT CREDIT SERVICE	JULY 17-30, 2014		8/08/14 8/08/14	70042 70042	66.00 346.50	412.50
79828	HYDRAULIC INDUSTRIAL SERV	BIT, TIE DOWNS RETURN POOL LIGHT BULBS LW PARK-BATHROOM SIGNS PLUMBER TRUCK-SUPPLIES MATERIALS FOR POOL OFFICE VC SR-DOOR HANDLE BOLTS POOL OFFICE MATERIALS POOL OFFICE MATERIALS POOL OFFICE MATERIALS VC PARK-LIGHTS & CAP POOL WINDOW SUPPLIES SOCKETS, TOOLS		8/08/14 8/08/14 8/08/14 8/08/14 8/08/14 8/08/14 8/08/14 8/08/14 8/08/14 8/08/14 8/08/14	70067 70067 70067 70067 70067 70067 70067 70067 70067 70067 70067	33.91 22.97- 19.92 39.64 51.12 4.72 89.56 81.60 55.98 71.91 66.55 31.31	523.25
79829	INNOVATIVE IMPRESSIONS	FR UNIMOG- COUPLERS		8/08/14	70068	62.47	62.47
79830	IT1 SOURCE LLC	MENDOZA CARDS		8/08/14	70025	46.00	46.00
79831	JBP LLC	ID FLOW UPGRADE		8/08/14	70054	450.00	450.00
79832	JUKES, WILLIAM	FR E174- CAMP SENSOR CREDIT SEAL		8/08/14 8/08/14 8/08/14	70079 69992 69992	157.59 36.59- 20.89	141.89

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
79833	KIECHLER, CHRISTIAN A	RESERVATION 7/19/2014		8/08/14	70043	100.00	100.00
79834	KIMBALL MIDWEST	JULY 17-30, 2014		8/08/14	70044	1,395.00	1,455.00
79835	L N CURTIS & SONS	SHOP- MISC SUPPLIES		8/08/14	70069	227.42	227.42
79836	LEE JOSEPH INC	CLARK PPE		8/08/14	69994	2,000.00	2,056.00
79837	LIFE-ASSIST INC	PULASKI HANDLE REPLACE		8/08/14	69994	56.00	24.00
79838	LINDSEY, LINDA	REAGENT		8/08/14	70070	24.00	169.64
79839	LOWTHER, MARGARET	EMS SUPPLIES		8/08/14	69995	169.64	100.00
79840	MCCAIN, JENNIFER	RESERVATION 7/24/2014		8/08/14	70045	100.00	1,500.00
79841	MERRITT COMMUNICATIONS IN	FEE		8/08/14	69979	1,376.50	1,376.50
79842	METRO OFFICE SOLUTIONS IN	FALL 2014		8/08/14	70114	501.10	501.10
79843	MORGAN TIRE OF SACRAMENTO	NEW DISPATCH HEADSETS		8/08/14	69983	78.98	127.38
		TAPE,NOTES,BANDAID,CDS		8/08/14	70022	30.82	
		FOAM CUPS		8/08/14	70022	17.58	
		PENS		8/08/14	70022	830.34	
79844	NAPA AUTO & TRUCK PARTS	FR R72 TIRES		8/08/14	70073	259.82	1,189.16
79845	NC AUTO PARTS	BACKHOE WHEEL		8/08/14	70073	99.00	13.37
		FR E71 TIRE BALANCE		8/08/14	69997	96.52	
		E174 ANTIFREEZE		8/08/14	70074	212.79	
		BATTERY STOCK		8/08/14	70074	3.09	
		SHOP CREDIT		8/08/14	70074	5.61	
		SHOP AIR COMPRESSOR		8/08/14	70074	10.86	
		SHOP-FLOW LUBE		8/08/14	70074	77.92	
		STOCK- FLOW LUBE		8/08/14	70074	309.66	
		FR FRKLT 71- BATTERY		8/08/14	70074	45.12	
		WT-75 BATTERIES		8/08/14	70074	61.25	
		BATTERY		8/08/14	70074	461.10	
		FR31984 BRAKE PADS		8/08/14	70074	172.22	
		FR62244 BRAKES		8/08/14	70074	14.48	1,045.04
		FR 61984 DISC BRAKES		8/08/14	70074	6,439.42	369.00
		FR32906 FAN BELT		8/08/14	70074	2,120.00	
79846	NEV ADMIN BLDG & GROUNDS	JUNE 2014 WATER PURCHASE		8/08/14	70086	150.00	
79847	NEV ADVISORY COUNCIL FOR	9-10-14 SLT - DDA		7/25/14	69964	220.00	
79848	NEV COMPTROLLER			8/08/14	70105	88.00	
				8/08/14	70105	370.50	
79849	NEV DIV OF FORESTRY	DC ADMIN ASSESS		8/08/14	70076	906.14	3,854.64

Report No: PB1315
Run Date : 08/06/14

STOREY COUNTY
CHECK REGISTER 8/08/14

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
79850	NEW TREASURER	INMATE CREW GH ROADS		8/08/14	70089	2,100.00	2,100.00
79851	NEVADA HYDROCARBON INC			8/08/14	70107	35.00	35.00
79852	NEVADA JOHNS LLC	00411125		8/08/14	70106	894.48	894.48
79853	NEVADA LEGAL SERVICE INC	MT PARK- PORTA POTT		8/08/14	70075	94.00	173.00
79854	NEVADA SPEEDOMETER SERVIC	VCH FORTA POTT		8/08/14	70075	79.00	
79855	NEXTEL OF CALIFORNIA INC	FEES COLLECTED		8/08/14	70085	312.86	312.86
79856	NORTHERN NEVADA SPECIALTY	FR FORKLIFT SENDER		8/08/14	70021	119.76	119.76
79857	NORTHERN NEVADA TITLE CO	COMPTROLLER		8/08/14	69974	308.40	
79858	NORTON CONSULTING LLC	PLANNING COMMISSION		8/08/14	69974	1,106.23	1,414.63
79859	OCCUPATIONAL HEALTH CENTE	06 YUKON MAINT		8/08/14	69996	500.00	500.00
79860	OFFICE DEPOT INC	75,000-7500 (DEPOSIT 6/14)		8/08/14	70116	67,500.00	67,500.00
79861	ON THE SIDE GRAPHICS & SI	BROOM SIGNS		8/08/14	70078	77.00	
79862	PETRINI, ANGELO D	VC SIGNS		8/08/14	70078	240.60	317.60
79863	PINNACLE SERVICES INC	PHYSICAL		8/08/14	70072	90.00	90.00
79864	PRISM-NV, LLC	RECORDER OFFICE SUPPLIES		8/08/14	70100	42.27	
79865	PROFESSIONAL FINANCE CO I	RECORDER OFFICE SUPPLIES		8/08/14	70100	27.82	
79866	PROTECTION DEVICES INC	SUP FILE FOLDERS		8/08/14	70003	40.50	
79867	PURCELL TIRE & RUBBER CO	SHARPIES FOR AUSTIN		8/08/14	70003	19.34	129.93
79868	R & E FASTENERS INC	U 72 STRIPING/LETTERING		8/08/14	69998	294.05	406.05
79869	RAD STRATEGIES INC	FUELS TRAILER LETTERING		8/08/14	69998	112.00	
79870	RADFORD, SANDRA M	JULY 17-30, 2014		8/08/14	70047	204.00	204.00
79871	RELIANCE STANDARD LIFE IN	GARNISHMENT DISBURSE		8/08/14	70046	274.32	274.32
79872	SAINT MARYS ARTCENTER INC	HP NETWORK BLADES DATACTR		8/08/14	70082	3,220.00	3,220.00
		GARNISHMENT DISBURSE		8/08/14	70038	298.42	298.42
		ST 75 MONITORING		8/08/14	69985	75.00	75.00
		FR P74 ALIGNMENT		8/08/14	70094	85.55	85.55
		PAINT ROCK BRIDGE MATERIA		8/08/14	70113	89.62	89.62
		SOCIAL MEDIA PROGRAM		8/08/14	69976	1,800.00	
		PUBLIC RELATIONS MARKETIG		8/08/14	69976	1,500.00	
		NEW PROJECT OVERAGES		8/08/14	69976	1,600.00	4,900.00
		JULY 17-30, 2014		8/08/14	70048	68.00	
		RETIREE LIFE INSURANCE		8/08/14	70048	6.50	74.50
				8/08/14	69965	5.10	5.10

CHECK
NUMBER

VENDOR

INVOICE DESCRIPTION

P/O #

DATE

TRANS#

AMOUNT

79873 SAINT MARYS PREFERRED HEA

79874 SBC GLOBAL SERVICES IN LD

JULY 17-30, 2014

RETIREE MEDICAL INSURANCE

CLERK

RECORDER

FIRE (VC)

PUBLIC WORKS

SHERIFF

JP

SHERIFF

COMPTROLLER/ADMIN

FIRE/LOCKWOOD

FIRE (VC)

COMMUNITY DEVELOPMENT

ASSESSOR

CENTRAL DISPATCH

DA

COMMISSIONER

FIRE (VC)

IT

PLANNING

VC TOURISM GOLD HILL DEPO

DEBENTURE

JULY 17-30, 2014

CONTAINER CREDITS

CALC CHLOR, HYDRO ACID

CHEMICALS

POOL-CALCIUM HYPOCHL

ANNUAL EXT MAINT

2610 CARTWRIGHT PUMPHSE

431 CANYON WAY ST 4

2612 CARTWRIGHT RD RES

145 N C ST UNIT

381 N C ST RESTSTOP

130 TOLL RD BLDG 1/2

110 TOLL RD BLDG 1/2

100 TOLL RD SHOP 1/2

201 S C ST DA

203 S C ST SO

205 S C ST SO

911 US HWY 341 JAIL

500 SAM CLEMENS CCTR

490 SAM CLEMENS PARK

100 W SOUTH ST WTR PLNT

21 S C ST GASLMP

500 SPANIAL RAVINE RD "V"

205 N E ST VC PARK

SUTTON ST

104 S B ST GARAGE

8/08/14

70052

8.00

9,182.02

.86

.50

14.65

2.20

27.00

5.67

1.03

1.05

.78

6.40

2.61

4.19

9.05

3.88

4.06

.71

10.14

1.03

169.12

169.12

15,092.05

84.00

84.00

241.00-

146.64

844.73

265.00

740.00

740.00

32.41

281.72

149.00

106.38

43.59

47.35

145.54

219.79

129.98

108.20

164.17

956.54

262.01

21.53

1,255.23

147.89

72.07

34.30

34.73

32.32

70104

70104

70104

70104

70104

70104

70104

70104

70104

CHECK
NUMBER

VENDOR

INVOICE DESCRIPTION

P/O #

DATE

TRANS#

AMOUNT

79881 SIERRA PEST CONTROL INC

S C ST UNIT VC
S C ST OUTDOOR/PAL LIGHT
S C ST UNIT VC
CARSON ST BALLPARK
N C ST FIREHS
141 N C ST (TRAINING)
MAIN ST GH
26 S B ST COURTHOUSE
2220 SIX MILE CANYON
176 N C ST LIGHTS
342 S C ST LIGHTS
531 S C ST LIGHTS
800 PERI RANCH RD
1705 PERU DR
185 N C STR
420 CANYON WAY UNIT B
420 CANYON WY UNIT A
2141 EMPIRE RD VCH PARK
1000 PERI RANCH RD PARK
2610 CARTWRIGHT FIREHSE
STREET LIGHTS
VC ST LIGHTS
STREET LIGHTS BC 20

44.94
36.31
216.48
32.32
407.96
356.55
34.25
836.42
990.15
67.03
92.35
102.64
209.38
381.30
58.00
139.72
452.28
32.32
33.60
285.96
79.09
935.50
104.68

10,153.98

79882 SILVER STATE NATIONAL PEA

LOCKWOOD
SO/JAIL

50.00
100.00

150.00

79883 SLOAN S VENABLES

JULY 17-30, 2014

192.50

192.50

79884 SPALLOONE, DOMINIC J III

INSTALL/CONSULT PA SYSTEM

3,802.75

3,802.75

79885 ST CO PUBLIC WORKS

FLOOR SEALER

277.00

277.00

79886 ST CO SCHOOL DISTRICT

P LANGFORD WATER BILL

58.03

58.03

79887 ST CO SENIOR CENTER (VC)

COMSTOCK MINING SETTLEMENT
PROPERTY TAX RECEIVED
JULY 17-30, 2014

794.43
178,614.19
36.00
4.00

179,448.62

79888 ST CO SHERIFF

SUPPORT

12,833.00

12,833.00

79889 ST CO WATER SYSTEM

BACKGROUNDS

302.50

302.50

124.96
171.68
200.88
130.80
119.12
119.12
154.99
119.12
400.60
959.02
89.92
432.14

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
79890	STANARD & ASSOC INC			8/08/14	70084	108.42	
79891	SUN PEAK ENTERPRISES	TEST FORMS		8/08/14	70084	200.88	
79892	TAHOE FRACTURE & ORTHO	JULY 17-30, 2014		8/08/14	70084	119.12	
79893	THE DUBE' GROUP INC	ROTHSCHILD		8/08/14	70084	60.32	
79894	THE TOMBSTONE COWBOYS	BID DOCUMENTS		8/08/14	70056	56.62	3,628.03
79895	THORNDAL,ARMSTRONG,DELK,	JULY 17-30, 2014		8/08/14	70028	90.00	90.00
79896	TRI-VENTURES INC	SUP. COURT APPEAL BOND		8/08/14	70071	184.50	
79897	UNDERGROUND SERVICE ALERT			8/08/14	70057	1,565.00	1,749.50
79898	USA CASH SERVICES MGT INC			8/08/14	70057	618.00	618.00
79899	VCTC	ANNUAL MEMBERSHIP		8/08/14	70092	600.00	600.00
79900	VIRGINIA & TRUCKEE RR CO	GARNISHMENT DISBURSE		8/08/14	70071	390.00	
79901	VIRGINIA CITY TOURS INC	JACK ESENHAUER STIPEND MAILING TO CRSN VALLEY IN 8/2/14		8/08/14	70058	1,820.00	2,210.00
79902	VISION SERVICE PLAN, INC	JULY 17-30, 2014		8/08/14	70004	500.00	500.00
79903	VORTEX STEEL INC	RETIREE VISION		8/08/14	70059	133.00	199.00
79904	WAKEFIELD, MATHEW	OVERHEAD DOORS 1705 PERU		8/08/14	70059	66.00	152.94
79905	WASHOE CO DA	RESERVATION 7/26/14		8/08/14	70098	200.26	200.26
79906	WEDCO INC	JAIL BULBS		8/08/14	70037	20.00	
79907	WELHOUSE, RICHARD R	VC STREET LIGHT BULBS		8/08/14	70065	3.65	
79908	WORRALL, MARY ALETHA	CH WALL REPAIR		8/08/14	70065	120.00	143.65
		FRAMING GOLD HILL MAP		8/08/14	70061	117.00	
				8/08/14	70061	765.00	
				8/08/14	70061	3,454.00	
				8/08/14	70061	2,943.00	7,279.00
				8/08/14	70064	206.00	
				8/08/14	70064	1,768.00	1,974.00
				8/08/14	69967	167.60	167.60
				8/08/14	70095	9,350.00	9,350.00
				8/08/14	70066	100.00	100.00
				7/25/14	69962	325.00	325.00
				8/08/14	70097	105.60	
				8/08/14	70097	192.60	298.20
				8/08/14	70112	10,475.61	10,475.61
				8/08/14	70101	1,450.00	1,450.00
						CHECKS TOTAL	484,597.05

Report No: PS1315
Run Date : 08/06/14
CHECK
NUMBER

STOREY COUNTY
CHECK REGISTER 8/08/14

Page 10

INVOICE DESCRIPTION P/O # DATE TRANS# AMOUNT
ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION

CHECK
TOTAL

CHECKS TOTAL 484,597.05 CHECK DATE 8/08/14

COMPTROLLER

TREASURER

CHAIRMAN

COMMISSIONER

COMMISSIONER

NUMBER	VENDOR	FUND-DEPT	INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT	CARD TOTAL
25	WELLS ONE	COMMERCIAL CARD	PAYMENT					
			AUTH# 000550	REC OFF BK/LUN 7/25	8/08/14	223	8.98	
			AUTH# 043162	REC TRAVEL 7/27	8/08/14	223	63.11	
			AUTH# 071928	REC TRAVEL GH MAP TRAN	8/08/14	223	334.43	
			C.NEVIN- USPS	100 POSTAGE STAMPS	8/08/14	214	49.00	
			CONF# 4588310801	REC TRAVEL 7/24	8/08/14	223	101.70	
			CONF# 7804374	REC NACRC CONF REG FEE	8/08/14	223	275.00	
			CW OFFICE DEPOT	SUPPLIES	8/08/14	222	84.22	
			CW SMITHS FOOD	WATER FOR GIFT SHOP	8/08/14	222	12.50	
			DD ROASTING HOUSE	MEETING	8/08/14	220	13.37	
			DD TAX REFUND	SAMS CLUB PHOTO PRINTS	8/08/14	220	5.64-	
			BFH ADOBE SOFTWARE		8/08/14	225	23.88	
			BFH-NNO SUPPLIES		8/08/14	225	36.97	
			PAIN USPS DUPLICATE	KEY BOX 176	8/08/14	213	9.00	
			GILMAN MAVERIK	7/26	8/08/14	213	66.99	
			GILMAN QUIK STOP	7/22 GAS	8/08/14	213	162.25	
			HAYMORE SMITHS	BOTTLED WATER FOR OFFI	8/08/14	215	19.00	
			INV# LAST OF 2493006	REC OFFICE TEXTS TRNG	8/08/14	223	52.94	
			INV# LAST OF 4582641	REC OFFICE TEXTS TRNG	8/08/14	223	43.98	
			JASONW- LOWES	PAINT ROCK BRIDGE MATE	8/08/14	226	83.89	
			JET MOBILE	REPLACEMENT PHONE	8/08/14	219	269.32	
			PG BUCKET OF BLOOD	RSCVA FAM	8/08/14	221	36.00	
			PG CASHNCARRY	RSCVA GOLF FAM	8/08/14	221	43.83	
			PG ITUNES	HAN MUSIC	8/08/14	221	46.86	
			PG SOUTHWEST AIRLINES	SMALL MARKET MEETINGS	8/08/14	221	230.20	
			PG VC STATION	RSCVA FAM	8/08/14	221	15.12	
			SCDA ADD'L POSTAGE		8/08/14	217	23.80	
			SHERIFFS & CHIEFS	ANTINORO	8/08/14	1438	300.04	
			TRANS# 502152	REC OFFICE/PNS/PAPER	8/08/14	223	96.93	
			TRENT-MICHAELS	RANGER FLUIDS	8/08/14	226	70.97	
			TRENT-O'REILLY	SHOP CREDITFOR TAX	8/08/14	226	36.48-	
			TRENT-OREILLY	TAX RETURN OVERCHARGE	8/08/14	226	18.24	
			TRENT-SUMMIT	2 BANK CHARGER	8/08/14	226	81.15	
			006559-DEANE	SO SPEAKERS	8/08/14	218	39.98	
			006559-DEANE	2X BATTERY BACKUPS	8/08/14	218	149.98	
			006559-DEANE	SPEAKERS USB DRIVES	8/08/14	218	35.97	
			006559-DEANE	BATTERY BACKUP VCTC	8/08/14	218	199.99	
			079599-DEANE	IT MONITOR BACKUP HD	8/08/14	218	309.98	
			219451-DEANE	2X RADIO SITES VCTC GR	8/08/14	218	1,672.00	
			419900231305	OFFICE SUPPLIES	8/08/14	227	81.14	
			7-22-14	POSTAGE	8/08/14	216	9.80	

Card Total

ACKNOWLEDGEMENT OF REVIEW AND AUTHORIZATION DATE

McCincher H. Gallagher
CONTROLLER
8/6/14

COMPTROLLER

TREASURER

Report No: PB5480ST
Run Date : 08/06/14
PC
NUMBER VENDOR

STOREY COUNTY
PURCHASE CARD REGISTER

CARD
TOTAL

FUND-DEPT INVOICE #	DESCRIPTION	DATE	TRANS#	AMOUNT
	CHAIRMAN			
	-----	-----	-----	-----
	COMMISSIONER			
	-----	-----	-----	-----
	COMMISSIONER			



Storey County Board of County Commissioners Agenda Action Report

Meeting date: 8/19/14

Estimate of time required: 0 - 5

Agenda: Consent ☒ Regular agenda ☐ Public hearing required ☐

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

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

3. **Prepared by:** Stacey Bucchianeri

Department: Community Development

Telephone: 847-0966

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

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

6. **Fiscal impact:** None

Funds Available:

Fund:

____ Comptroller

7. **Legal review required:** None

____ District Attorney

8. **Reviewed by:**

☒ Department Head

Department Name: Community Development

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

Storey County Community Development

Business Licensing



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

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

August 11, 2014
Via email

Fr: Stacey Bucchianeri

Please add the following item(s) to the **August 19, 2014**, COMMISSIONERS Consent Agenda:

LICENSING BOARD FIRST READINGS:

- A. **CHEWY.COM LLC – General / 700 Milan (ecommerce fulfillment ctr)** **TRI**
- B. **PEEK BROTHERS CONSTRUCTION INC.** – Contractor / 400 Carroll Drive – Fernley (contractor)
- C. **A & J PAVING** – Contractor / 1490 Cherokee Trail ~ Reno (contractor)
- D. **dba RED ROCK SPRING WATER** / General – 1145 Icehouse Avenue ~ Sparks
- E. **MARTINEZ TREXLER REAL ESTATE GROUP** / Home Business – 92 West Taylor (real estate) VC

Inspection Required

ec: Shannon Gardner, Building Dept.
Austin Osborne, Planning Dept.
Dean Haymore, Economic Dev.

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

Sheriff's Office
Assessor's Office



Storey County Board of County Commissioners Agenda Action Report

Meeting date: August 19, 2014

Estimate of time required: 10-15 minutes

Agenda: Consent ☐ Regular agenda ☒ Public hearing required ☐

1. **Title:** Recommendation to award contract to successful bidder for the construction of the Storey County Courthouse Roof Replacement Project.

2. **Recommended motion:** Move to award contract to successful bidder (name of contractor) for the construction of the Storey County Courthouse Roof Replacement Project in the amount of (TBD.)

3. **Prepared by:** Cherie Nevin

Department: Community Services

Telephone: 847-0986

4. **Staff summary:** PLEASE NOTE THAT BIDS FOR THIS PROJECT WILL BE OPENED ON 08/14/2014 at 2:00 pm. THE BID TABULATION SHEET WILL MADE AVAILABLE TO YOU PRIOR TO THE COMMISSION MEETING DATE.


The quality and condition of the metal roof on the County Courthouse has been a significant problem for many years. In an effort to remedy the ongoing problems, a team was assembled to chart a course of corrective action. Because funds were somewhat limited at the time we initially met, it was determined that we would seek bids to repair the roof where substantial leaking appears to occur. **CONTINUED ON PAGE 2**

5. **Supporting materials:** Invitation to Bid

6. **Fiscal impact:**

Funds Available: YES

Fund: Infrastructure Fund

 Comptroller

7. **Legal review required:**

 District Attorney

8. **Reviewed by:**

____ Department Head

Department Name: Commissioner's Office

 County Manager

Other agency review: _____

9. **Board action:**

☐ Approved
☐ Denied

☐ Approved with Modifications
☐ Continued

Agenda Item No.

STAFF SUMMARY CONTINUED FROM PAGE 1

On July 14th, we opened sealed bids for the repair work. There were two qualified bids received and one that did not qualify due to late submittal. This caused an in-depth discussion regarding the benefits of taking the more complete approach as opposed to initiating repairs. It was decided to take the more complete approach and go back out to bid for a full roof replacement. At the August 5, 2014 Commission Meeting, a vote was made to reject all bids for the repair work and open bidding for the re-roof process.

STOREY COUNTY, NEVADA

**NOTICE INVITING SEALED PROPOSALS (BIDS)
FOR
STOREY COUNTY COURTHOUSE ROOF REPLACEMENT**

NOTICE IS HEREBY GIVEN that Storey County, as Owner, invites and will receive sealed proposals (bids), including any and all addenda, in a sealed envelope addressed and delivered to:

Storey County Clerk – Treasurer
Storey County Courthouse Roof Replacement
26 South B Street
Virginia City, Nevada 89440

up to the hour of **2:00 p.m. PDT on August 14, 2014**. Bids, therefore, will be subsequently opened and read aloud publicly at the Storey County Courthouse.

The project includes removal and replacement of entire roof assembly to include substrate repair, high temperature snow and ice shield underlayment, new metal roofing including flashing and other work as more clearly described in the bidding documents.

Copies of the bidding documents may be examined at Storey County Community Development, 110 Toll Road, Virginia City, NV 89440. To request a pre-bid conference or obtain bidding documents, contact Shannon Gardner, Building Inspector, at (775) 847-0966 or sgardner@storeycounty.org.

A Bid Bond in the amount of 5% of bid amount is required. This bid bond shall function as a penalty in the event the successful bidder fails to enter into a written contract with the Owner. All bidders shall be licensed and qualified by the Nevada State Contractor's Board to do the type of work contemplated by this project prior to the time of opening of said bids and shall be skilled and regularly engaged in the general class or type of work.

This proposal to the Owner is irrevocable for a period of thirty (30) days after the bid opening. The right is reserved by the Owner to reject any and all bids, waive irregularities, informalities, or non-conformities, or to accept the bid deemed in their best interest, such as the lowest, responsible, responsive bid. The right to add or delete items, or change quantities shown on the bid forms is further reserved by the Owner.

Published: August 1 and August 8, 2014 in the Comstock Chronicle

STOREY COUNTY COURTHOUSE ROOF REPLACEMENT

BID PACKAGE

July 28, 2014

BIDS DUE NOT LATER THAN: 2:00 PM PDT ON AUGUST 14, 2014

AT

STOREY COUNTY CLERK - TREASURER

26 South B Street

Virginia City, Nevada 89440

Shannon Gardner
Building Inspector
(775) 847-0966

NOTE:

This Project is being partly funded by:

Nevada Commission for Cultural Affairs

TABLE OF CONTENTS

DIVISION 00 – BIDDING DOCUMENTS

1. INVITATION TO BID

- INVITATION TO BID
- CONTRACTOR'S QUALIFICATION STATEMENT
(*AIA DOCUMENT A305-1986*)

2. BIDDING DOCUMENT

- BID PROPOSAL FORM
- BID BOND
(*AIA DOCUMENT A310 - 2010*)

3. AWARD / AIA CONTRACT AGREEMENTS / BONDS

- STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
(*AIA DOCUMENT A101 – 2007*)
- PERFORMANCE BOND
(*AIA DOCUMENT A312-2010*)
- PAYMENT BOND
(*AIA DOCUMENT A312-2010*)

4. CONDITIONS OF THE CONTRACT

- GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
(*AIA DOCUMENT A201 – 2007*)

5. SCOPE OF WORK

- SCOPE OF WORK

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Shannon Gardner Storey County

ADDRESS: P.O. Box 176, Virginia City, NV 89440

SUBMITTED BY: MIKE BAXTER

NAME: WATERSHED SYSTEMS

ADDRESS: 7373 CENTER DR. CC NV 89701

PRINCIPAL OFFICE:

☐ Corporation

☐ Partnership

☒ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT: (if applicable) Storey County Courthouse Roof Replacement

TYPE OF WORK: (file separate form for each Classification of Work)

☒ General Construction

☐ HVAC

☐ Electrical

☐ Plumbing

☒ Other: (Specify) ROOFING REPLACEMENT

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 17

§ 1.2 How many years has your organization been in business under its present business name? 17

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

MIKE BAXTER

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This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: SEPT 1997

§ 1.5.2 Name of owner: MIKE BAXTER

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

NV 48720

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

NEVADA

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces

ROLLFORM METAL FABRICATION

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

NO

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

NO

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

CUSTOM BUILT METALS

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

I, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

BID PROPOSAL FORM

ARTICLE 1.

PROJECT NAME
AND
LOCATION

Storey County Courthouse Roof Replacement
26 South B Street
Virginia City, NV 89440

OWNER

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

BID OPENING

Date: August 14, 2014
Time: 2:00 p.m. PDT
Place: Storey County Courthouse
26 South B Street
Virginia City, NV 89440

NAME AND ADDRESS
OF BIDDER

TELEPHONE NO.

MIKE BAXTER / WATERSHED SYSTEMS
7373 CENTER DR CARSON CITY NV 89701
775 230-4148

STATE OF INCORPORATION
(if applicable)

IF PARTNERSHIP
NAMES OF PARTNERS

BID GUARANTEE
Min. 5% of Bid

UNDERLINE ONE:
BID BOND, CASH, CERTIFIED CHECK, CASHIER'S CHECK

ADDENDA RECEIPT
ACKNOWLEDGED

ADDENDA NUMBERED:

CONTRACT TIME
LIQUIDATED DAMAGES

45 Calendar Days
\$500.00 per excess calendar day

ARTICLE 2.

IN COMPLIANCE WITH THE NOTICE INVITING SEALED PROPOSALS (BIDS), AND IN ACCORDANCE WITH THE BIDDING DOCUMENTS, THE UNDERSIGNED BIDDER, BEING DULY LICENSED TO PERFORM SUCH WORK BY THE NEVADA STATE CONTRACTOR'S BOARD, AND BEING THOROUGHLY FAMILIAR WITH ALL LOCAL CONDITIONS AFFECTING THE COST OF THE PROJECT, HAVING CAREFULLY EXAMINED THE SITE, AND BIDDING DOCUMENTS, PROPOSES TO PROVIDE AND TO FURNISH FOR THE COSTS SET FORTH IN THE FOLLOWING BID SCHEDULE, ALL LABOR AND MATERIAL, TOOLS, UTILITIES, TRANSPORTATION, EQUIPMENT AND SERVICES REQUIRED TO PERFORM AND TO COMPLETE IN A WORKMANLIKE MANNER ALL THE WORK FROM THE DATE OF THE NOTICE TO PROCEED WITHIN THE ESTABLISHED CONSTRUCTION TIME, SUBJECT TO LIQUIDATED DAMAGES FOR EXCESS WORKING TIME AS ESTABLISHED UNDER ARTICLE 1.

ARTICLE 3. BID SCHEDULE

BASE BID

DESCRIPTION:

Provide all labor, materials, services and equipment to perform all work described in the bidding documents for:

FOR THE SUM OF: \$ 69,020.00

ALTERNATE 1

DESCRIPTION:

Add New Snow Retention System rated for 70 psf snow load.

FOR THE SUM OF: \$ 7,680.00

ALTERNATE 2

DESCRIPTION:

Add new color matching 24 gauge metal gutters and downspouts.

FOR THE SUM OF: \$ 3,900.00

ALTERNATE 3

DESCRIPTION:

Add fabrication and installation of metal access stairs and cat walk with guard / handrails (Design by owner).

FOR THE SUM OF: \$ 18,380.00

ARTICLE 4. LIST OF SUBCONTRACTORS

Each bidder must list on this bid form the name of each subcontractor who will provide labor or a portion of the work or improvement for the bidder for which the subcontractor will be paid an amount exceeding 5% of the bidder's total bid. The prime contractor shall also list any portion of the work exceeding 5% of the prime contractor's total bid that the prime contractor intends to self-perform.

DESCRIPTION OF WORK	SUBCONTRACTOR	LICENSE NUMBER
FABRICATION OF STAIRS 1/2 CAT WALK	ABC HEATING & SHEET METAL	NV# 17930 17930 A 17930 B

(NOTE: In addition to the "list of Subcontractors" on this form, the three lowest bidders must also submit a second list of subcontractors within two (2) hours after the completion of the opening of bids. This second list must contain the names and contractor's license numbers of all subcontractors whose work will exceed 1% of the total bid or \$50, 000, whichever is greater. The second list must be on the form provided and must be submitted even if there are no subcontractors in the required category. The second list may be submitted with the bid. The prime contractor shall also list any portion of the work exceeding 1% of the prime contractor's total bid or \$50,000, whichever is greater, that the prime contractor intends to self-perform.)

ARTICLE 5.

BY AFFIXING HIS SIGNATURE, THE BIDDER CERTIFIES THAT THIS BID PROPOSAL IS
SUBMITTED IN ACCORDANCE WITH ALL THE PROVISIONS CONTAINED IN THE BIDDING
DOCUMENTS WHICH SHALL BE DEEMED APPLICABLE TO THE WITHIN PROPOSED BID.

BY: (SIGN & TYPE)



MIKE BAXTER

TITLE OWNER

DATE: 8 14 2014

NEVADA CONTRACTORS LICENSE NO.: 48720

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)*

MIKE BAXTER
7575 CENTER DR
CARSON CITY, NV 89701

OWNER:*(Name, legal status and address)*

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

SURETY:*(Name, legal status and principal place of business)***ADDITIONS AND DELETIONS:**

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

BOND AMOUNT: \$**PROJECT:***(Name, location or address, and Project number, if any)*

Storey County Courthouse Roof Replacement
Virginia City, Storey County, NV

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

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User Notes:

(862729318)

Signed and sealed this day of ,

_____	_____
(Witness)	(Contractor as Principal) (Seal)
_____	_____
	(Title)
_____	_____
	(Surety) (Seal)
_____	_____
(Witness)	(Title)

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

MIKE BAXTER / WATER SHED SYSTEMS
1373 CENTER DR. CARSON CITY NV 89201

for the following Project:
(Name, location and detailed description)

Storey County Courthouse Roof Replacement
Virginia City, Storey County, NV

The Architect:
(Name, legal status, address and other information)

Not Applicable

The Owner and Contractor agree as follows.

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007.

General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 365 days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Forty-Five (45) Calendar Days

Portion of Work

Substantial Completion Date

60 DAYS

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Five Hundred Dollars (\$500.00) Per Excess Calendar Day

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

\$ 99,990.00

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

50 % OF TOTAL CONTRACT SUM & PROGRESSIVE PAYMENTS NO LATER THAN 7 DAYS FROM BILLING DATE.

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the ~~7th~~ day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than (7) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~10~~ percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Owner.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify):

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

5%

§ 8.3 The Owner's representative:
(Name, address and other information)

P.O. Box 176
Virginia City, NV 89440

§ 8.4 The Contractor's representative:
(Name, address and other information)

MIKE BAXTER
7373 CENTER DR CARSON CITY NV, 89701

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
2. Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid.

Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

GEN LIB

Limit of liability or bond amount (\$0.00)

2,000,000

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

MICHAEL BAXTER
OWNER

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Storey County

P.O. Box 176

Virginia City, NV 89440

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Storey County Courthouse Roof Replacement

Virginia City, Storey County, NV

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and

Title:

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

P.O. Box 176

Virginia City, NV 89440

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§ 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 Section 3.

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

- .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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: *WATERSHED SYSTEMS* (Corporate Seal)

Signature: *[Signature]*

Name and Title: *MIKE BARTER*

Address: *7373 CENTER DR
CARSON CITY NV
89701*

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title: _____

Address: *SEPERATE FORM*

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Storey County

P.O. Box 176

Virginia City, NV 89440

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Storey County Courthouse Roof Replacement

Virginia City, Storey County, NV

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

☐

None

☐

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party)

P.O. Box 176

Virginia City, NV 89440

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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§ 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 Section 1.3) 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 1.3).

§ 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 Section 1.3).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

AIA[®] Document A201[™] - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Storey County Courthouse Roof Replacement Storey County Courthouse Roof Repairs»
«Virginia City, Storey County, NV»

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

«Not Applicable »« »
« »

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The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs property attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



STOREY COUNTY COURTHOUSE ROOF REPLACEMENT

SECTION 5 SCOPE OF WORK

Contractor must provide to Owner the Work generally described below.

Contractor Resources and Control. Contractor must furnish all supervision, personnel, labor, equipment, material, sales tax, and transportation (unless otherwise specified) required to safely perform the Work and is solely responsible for controlling the means, method, technique, sequence, procedure, and safety of any portion of the Work referenced below.

Prevailing Wages. Bidder is responsible for complying with all applicable local, State and Federal wage laws, whether or not specifically cited in this bid document..

Per NRS Sections 338.020 through 338.090, certain projects defined as “public works” require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$100,000 are exempt from the prevailing wage requirement (NRS 338.080). Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at:

<http://www.laborcommissioner.com/pwpw.html>

Federal “Davis Bacon” wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the “Special Conditions – Federal Requirements” section that will be included in this bid document when such conditions apply.

The Contractor agrees to furnish all necessary and incidental labor, supervision, materials, equipment, tools and other related services required to successfully complete Roof Replacement Project at the Storey County Courthouse, located at 26 B Street, Virginia City, NV. The Contractor will be responsible for providing temporary power, potable water source, and restroom facilities.

The Contractor is to comply with all applicable Local, State and National building codes.

Roof Replacement Base Bid

The existing metal roof on the Storey County Courthouse leaks at penetrations, transitions, terminations, ridge and hip caps, vents, flashing, etc. Bidders should conduct necessary field investigation and verification of all existing conditions to ensure a weather-tight roof at the completion of roof replacement including providing a minimum Five Year, No Dollar Limit Manufacturer’s Warranty covering labor and materials. The anticipated Scope of Work includes, but is not necessarily limited to the following:

- Removal of existing flag pole.
- Removal of existing wood access stairs and cat-walk.
- Removal of existing and underlying roofing materials to original solid plank sheathing at all 4 major pitches.
- Repair to sheathing as necessary.
- Repair or re-pointing of brick masonry chimneys and parapet walls as necessary.
- Installation of “Grace” Ice & Water shield membrane or approved equivalent over entire roof surface.

- Installation of new highest quality membrane or approved alternative at all low slope valleys, crickets, and transitions.
- Installation of new "Copper Penny" colored 24 gauge standing seam metal roofing at all major pitches including new flashings at all penetrations.
- Installation of new "Copper Penny" colored 24 gauge metal cap and wall flashings at all parapet walls, front eyebrow, and chimneys.
- Repair or re-construction with color match of the original sheet metal architectural crown centerpiece at the front parapet wall.
- Minimum 5-year warranty required.

Roof Replacement Alternate Bid No. 1

1. Provide and install six (6), ninety-seven foot (97') runs of LM Curbs S-5! ColorGard Snow Retention System with VersaBrackets on twelve inch (12") centers. Color to match existing. Rated for 70 psf snow load.

Roof Replacement Alternate Bid No. 2

1. Add new color matching 24 gauge metal gutters and downspouts.

Roof Replacement Alternate Bid No. 3

1. Add fabrication and installation of metal access stairs and cat walk with guard / handrails (Design by owner).

Required Submittals:

- Colored metal roofing sample.
- Metal roofing material manufacturer's warranty information.
- Clip and fastener specifications as recommended by manufacturer for high wind zones.
- Ice & Water shield membrane specifications and manufacturer's warranty.
- Manufacturer's specifications and warranty of roofing membrane material for valley, cricket, and transition areas.
- Specifications of any proposed alternative materials.



Water Shed Systems

7373 Center Dr.
Carson City, NV 89701
775-230-4148
NV Lic # 48720

Estimate

Number: **E101**

Date: **August 14, 2014**

Bill To:

Storey
STOREY COUNTY
26 S B street
Virginia City, Nv 89440

Ship To:

COURTHOUSE

Date	Order Taken By	Job Location	Terms of Payment	Project
8-14-2014	Mike Baxter	Virginia City Nv	progressive	courthouse roo

Date	Material	Quantity/Hours	Amount
8-14- 2014	Standing seam metal panel		
	Water shield		5,500.00
	Tear off existing		5,900.00
	Ridge cap		
	Z-Closure		
	All fasteners/Screws, Ect.		
We are presenting this proposal to include the scope of work provided . Due to time constraints, The bid limit increase from the Nevada Contractors Board is in the process and will be in effect within the next 14 business days. As well as the CPA's statement.			
Total			\$ 69,020



INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17771 Cowan, Suite 100 Irvine, California 92614 (949) 263-3300
www.InscoDico.com

BID BOND

BOND NO. 879885B

KNOW ALL MEN BY THESE PRESENTS,

That we Watershed Systems, Michael Baxter

as Principal, and Indemnity Company of California a corporation

authorized to transact a general surety business in the State of Nevada as Surety, are held and firmly

bound unto Storey County, 26 South "B" St., Virginia City, NV 89440

(hereinafter called the Oblige)

in the full and just sum of 5% of Bid Amount*****


Dollars, (\$ 5% of Bid Amount) for the payment whereof in lawful money of the United States, we bind ourselves, our

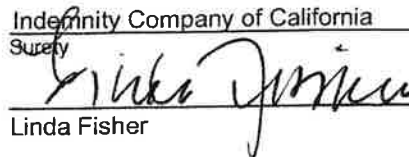
heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
Storey County Roof Repairs, Storey County Courthouse, 26 South "B" St., Virginia City, NV 89440

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 17th day of July, 2014
YEAR


Michael Baxter Principal

Indemnity Company of California
Surety
By: 
Linda Fisher Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Ryan Garaventa, Theresa L. Ross, Glen Gonfiantini, Chris Gonfiantini, Sylvia Forsythe, Linda Fisher, Morre J. Hughes, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

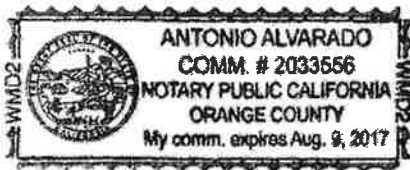
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President

State of California
County of Orange



On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17th day of JULY, 2014.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

STATE OF Nevada

COUNTY OF Carson City

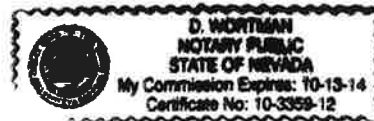
On 7/17/14, before me, DENISE WORTMAN
(here insert name and title of the officer)

personally appeared Michael B. Baxter

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature D. Wortman (SEAL)



This area for Official Notarial Seal

BID DATE:	14-Aug-14	OWNER	Storey County P.O. Box 176 Virginia City, NV 89440	PROJECT NAME:	Storey County Courthouse Roof Replacement
LOCAL TIME:	2:00 p.m.			LOCATION:	26 South B Street Virginia City, NV 89440

NAME OF BIDDER:					
		Yes No			
ADDENDUM: Acknowledge of Numbers:					
BID PROPOSAL FORM					
SUBCONTRACTOR DETAIL					
ACKNOWLEDGEMENT AND EXECUTION					
BID BOND					
CONTRACTOR'S QUALIFICATION STATEMENT					
ITEM	DESCRIPTION	QUANTITY & UNITS	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	Base Bid	1 LS	\$69,020.00	\$97,188.00	
2	Alternate 1 Snow Retention System	1 LS	\$7,680.00	no alternates bid	
3	Alternate 2 Gutters and Downspouts	1 LS	\$3,900.00	no alternates bid	
4	Alternate 3 Metal Access Stairs and Cat Walk	1 LS	\$18,380.00	no alternates bid	
5					
6					
7					
8					
9					
10					
TOTAL BID			\$98,980.00	\$97,188.00	\$0.00