

# COUNTY OF NYE, STATE OF NEVADA

**RESPONSE NO. 2025-11**

**PWP #NY-2025-312**

**INSTALL CONCRETE SLAB FOR TWO 12,000 GALLON UL 2085 FIREGUARD  
100LL AVGAS AND JET A FUEL SYSTEMS LOCATED AT TONOPAH AIRPORT,  
NYE COUNTY, NEVADA.**

## RESPONSE PACKAGE

***Including:***

GENERAL INSTRUCTIONS TO CONTRACTORS  
SPECIAL PROVISIONS/SPECIFICATIONS

RESPONSE NO: 2025-11

LABOR COMMISSION PWP #NY-2025-312

RESPONSES OPEN: February 26 2026, at 2:00 p.m.

CONTRACT TERM: THIRTY (30) calendar days from Notice to Proceed Start Date

**DESIGNATED CONTACT:**

For questions pertaining to this Solicitation, please contact  
Honey Strozzi, Purchasing and Contracts Administrator  
Phone (775) 482-8144 Email [Contracts\\_Purchasing@nyecountynv.gov](mailto:Contracts_Purchasing@nyecountynv.gov)  
101 Radar Rd./PO Box 3999 Tonopah, NV 89049

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## 1. GENERAL INSTRUCTIONS TO RESPONDERS

### 1.1 RECEIPT AND OPENING OF RESPONSES

The Nye County Board of Commissioners, on behalf of the County of Nye, State of Nevada (herein called the "COUNTY") invites RESPONSES for:  
**INSTALL CONCRETE SLAB FOR TWO 12,000 GALLON AVGAS AND JET A FUEL SYSTEMS LOCATED AT TONOPAH AIRPORT, NYE COUNTY, NEVADA.**

The RESPONDER must include cost to comply with the requirements as stated in Section 2.7 "Material Specifications and Section 2.11 "Description of Work."

Responses will be received by the COUNTY at the Nye County Finance Department, 101 Radar Rd./PO Box 3999, Tonopah, Nevada 89049, until 2:00 p.m. February 26, 2026. Responses received after the deadline will not be honored, regardless of when postmarked or sent. Response opening will commence at 2:00 p.m. February 26, 2026, at the Nye County Finance Department, 101 Radar Rd., Tonopah, Nevada 89049. It is anticipated that a contract will be awarded on or about March 17, 2026, pending approval by the Nye County Board of Commissioners.

Envelopes containing the Responses must be sealed and addressed to the Nye County Finance Department, Attn: Purchasing & Contracts Administrator Honey Strozzi, 101 Radar Rd./PO Box 3999, Tonopah, Nevada 89049, and labeled:

**Bid No. 2025-11 PWP #NY-2025-312: INSTALL CONCRETE SLAB FOR TWO 12,000 GALLON AVGAS AND JET A FUEL SYSTEMS LOCATED AT TONOPAH AIRPORT, NYE COUNTY, NEVADA.**

The COUNTY may, but need not, consider any Response not prepared and submitted in accordance with the provisions hereof and may, but need not, waive any informalities or errors in form. The COUNTY reserves the right to reject any and all Responses.

Any Response may be withdrawn prior to the above scheduled time for the opening of the Responses or any authorized postponement thereof. Any Response received after the time and date specified shall not be considered. No Responder may withdraw a Response within 30 calendar days after the actual date of the opening thereof.

**There will be a mandatory Pre-Response meeting held on Thursday February 12, 2026, at 11:00 a.m. at Tonopah Airport located at 1 Airport Rd., Tonopah, NV 89049.**

**All Requests for Information must be submitted by February 17, 2026, to receive answers prior to Response opening.**

## 1.2 PREPARATION OF RESPONSE

All Response prices must be submitted in writing, in ink, or be typewritten, and completed according to the Schedule of Items and Prices. The Responder must submit a Contractor Qualification (a copy of which is included in this Response Package) for the Responder and any subcontractor the Responder intends to use for the project. All required certifications must be fully executed when submitted.

Each Response must be submitted in a sealed envelope bearing on the outside the name of the Responder, his/her address, and the name of the project for which the Response is submitted. If the Response is forwarded by mail, the sealed envelope must be addressed and labeled as noted above. No Responses transmitted by facsimile will be considered. **One (1) original of the Response must be included.** A digital copy of the Response may also be provided on a USB drive with the original bid form and all requested attachments, unless otherwise specified. No responsibility will attach to the COUNTY should the original document and the USB Drive documents not be the same.

## 1.3 METHOD OF RESPONDING

The COUNTY requests Responses include the price per unit in accordance with the Schedule of Items and Prices. The Responder's Response shall be totaled on the last page of the Responder's Proposal.

The COUNTY reserves the right to make modifications in specifications and/or conditions prior to Response opening, if deemed necessary, in which event, all Responders will be timely notified, and/or the time for Responses extended.

Each Responder will submit with its Response the following:

- 1.3.1 The information requested on the forms entitled "Contractor Qualification", included in this Response package.
- 1.3.2 Data relating to the duration of time it has engaged in the type of work for which this Invitation to Respond is made.
- 1.3.3 References, with names, addresses and telephone numbers of entities to which the Responder has previously performed work similar to that sought by this Invitation to Respond.

Any other terms, costs, conditions, or options that would affect Responder's Response and which have not been requested or specified in the Response package, must be noted and included in the submitted Response.

The Contractor shall comply strictly with the requirements of **NRS Chapter 338 and the Apprentice Utilization Act** as reformed by Senate Bill 82 (SB82) in the 2023 Legislative Session effective January 1, 2024. Please refer to the Labor Commissioner's website specifically for a copy of [Senate Bill 82](#), [Presentation](#)

[Senate Bill 82 dated 12-12-23](#), [Senate Bill 82 OLC Summary dated 12-12-23](#) and any other posted information.

([https://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](https://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/))

A contractor or subcontractor engaged in Public Works construction who employs workers on one or more public works during a calendar year pursuant to NRS 338.040 shall use apprentices for a portion of the total hours of labor worked for each apprenticed craft or type of work to be performed on those public works.

This project is subject to the Apprentice Utilization Act and is categorized as Horizontal work.

It is the Contractor's responsibility to comply, document and report directly to the Labor Commissioner annually if they have performed a certain number of hours or more on Public Works. Failure to comply, document and report could result in financial penalties and disqualification per NRS.

#### 1.4 OBLIGATION OF RESPONDER

At the time of the opening of the Response, each Responder will be presumed to have read and thoroughly familiarized him/herself with all the Response package documents. Each Responder will be presumed to have visited and visually examined the condition and environment of location of Work. The failure or omission of any Responder to examine any form, instrument or document shall in no way relieve any Responder from any obligation in respect to his/her Response.

#### 1.5 SUBCONTRACT

Contractor must include in his or her Proposal a separately completed "Contractor Qualification" for each person or company to whom the Responder proposes to award a subcontract for performance of the required duties. **No proposal shall be considered if the Responder fails to submit this form.**

#### 1.6 QUALIFICATION OF CONTRACTOR

The COUNTY may make such investigations as it deems necessary to determine the ability of Contractor (and any designated subcontractors) to supply the materials and perform the work required. The Contractor shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request.

The COUNTY reserves the right to reject any Response if the statement submitted by the Contractor, or any subsequent investigation of the Contractor

fails to satisfy the COUNTY that such Contractor/Subcontractor is qualified to carry out the obligation of the contract.

## 1.7 ACCEPTANCE

Upon acceptance of the Response, a final contract between COUNTY and the successful Contractor will be executed, the same to embody by reference the provisions of this Response Package, except as otherwise negotiated.

## 2. SPECIAL PROVISIONS

### 2.1 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with Washoe County Standard Specifications for Public Works Construction 2016 and the Build America, Buy America Act, unless specifically indicated otherwise within the bid documentation.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

### 2.2 TERMS

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

- 2.2.1 Nye County Public Works Department.
- 2.2.2 The Board of Nye County Commissioners.
- 2.2.3 The County of Nye for the State where reference is made to the agency administering the Contract.
- 2.2.4 Nye County Comptroller for the State Treasurer where reference is made to Contract payments; and
- 2.2.5 Nye County Director of Public Works or his assignee for Director, where reference to Director and/or Engineer is made.

### 2.3 PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.3.1 The Finance Department will furnish the prospective Responder with a proposal form.
- 2.3.2 The form of the Responder's bond, which must be provided by the Contractor, is attached hereto, following the signature page of the proposal annexed hereto.

## 2.4 AWARD AND EXECUTION OF CONTRACT

- 2.4.1 The award of the Contract will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed.
- 2.4.2 Following award of the Contract, a contract will be prepared, incorporating the Invitation to Response and the Response Package, and will be executed by the parties thereto.

## 2.5 BEGINNING OF WORK, "TIME OF COMPLETION"/LIQUIDATED DAMAGES

- 2.5.1 Contractor shall begin work within one (1) to ten (10) business days after receiving "Notice to Proceed" for the work described in the Response package awarded to the Contractor and shall diligently prosecute the same with all work completed within Thirty (30) calendar days from the Notice to Proceed Start Date.
- 2.5.2 Attention is directed to the provisions in Section 2.6 "TERMINATION".
- 2.5.3 Contractor shall complete all the work described within Thirty (30) calendar days of the Notice to Proceed Start Date unless an extension is provided in writing by COUNTY. Should the work not be completed within the specified time for completion, the Contractor will be liable for liquidated damages, payable to COUNTY in the amount of Five Thousand Dollars (\$5,000.00) for each calendar day beyond the deadline taken for completion, as provided herein, without an extension of time approved by the COUNTY in writing.
- 2.5.4 All rights and remedies of the COUNTY are cumulative and not exclusive of any other rights or remedies that may be available to COUNTY, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provisions set forth herein is COUNTY's exclusive remedy for Contractor's breach as specifically defined in Section 2.5.3. COUNTY may elect to withhold the liquidated damages from any payment to Contractor.

## 2.6 TERMINATION

- 2.6.1 The Contract may be terminated for cause by the Nye County Board of Commissioners, upon the recommendation of the Director of Public Works. Cause shall include, but is not limited to, the following: testing requirements not met or failure to comply with any Contract requirement.
- 2.6.2 Upon determination of cause by the Director of Public Works, written notice shall be given to the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall



cease work and meet with the Director of Public Works or his assignee to determine corrective action. Corrective action will be agreed to in writing and signed by both parties. In the event that no agreement is reached within ten (10) working days of notice, the Director of Public Works may recommend the termination to the Board of Commissioners. The Board of Commissions' decision shall be final.

- 2.6.3 COUNTY shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar days written notice. Upon termination of the Contract, other than for Cause, COUNTY shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in the Contract.

## 2.7 MATERIAL SPECIFICATIONS

- 2.7.1 All required work shall be completed per Washoe County Standard Specifications for Public Works Construction 2016 and the Build America, Buy America Act.

## 2.8 PAYMENT

- 2.8.1 Payments will be on a lump sum, percent completion basis, as stipulated in the Schedule of Items and Unit Prices, at the accepted lump sum price and final measurements only.
- 2.8.2 Deletion of any work by the COUNTY shall be deemed non-compensable to the Contractor.
- 2.8.3 Include in the Unit Price overhead, profit, and all incidental costs.

## 2.9 BONDS

- 2.9.1 A bid bond in an amount equal to ten percent (10%) of the total Response price must accompany the Response. The bond shall be on the form provided, or on a like form.
- 2.9.2 A performance bond in an amount equal to one hundred percent (100%) of the total contract amount must be provided by the Contractor.
  - 2.9.2.1 The bond must be furnished to COUNTY within eight (8) business days, not including Saturdays, Sundays, and legal holidays, after the successful Responder has received Notice of Award from the COUNTY that the contract has been awarded.
  - 2.9.2.2 The performance bond must guarantee the faithful performance by the Contractor of all the terms of the contract.
- 2.9.3 A materials and payment bond in an amount equal to one hundred percent (100%) of the total contract amount must be provided by the Contractor.

2.9.3.1 The bond must be furnished to the COUNTY within eight (8) business days, not including Saturdays, Sundays, and legal holidays, after the Responder has received Notice of Award from the COUNTY that the contract has been awarded.

2.9.3.2 The payment bond shall guarantee Contractor's payment of all subcontractors and/or vendors for all labor, materials, provisions, supplies or items expended in fulfilling the contract.

## 2.10 SUBCONTRACTING

2.10.1 No subcontracting by Contractor shall be approved unless requested in writing to the Director of Public Works and approved in writing by the Nye County Board of Commissioners

2.10.2 In no case shall said subcontract reflect a change in Response price.

## 2.11 DESCRIPTION OF WORK

The work under this Contract includes mobilization and demobilization to and from the project site, as well as the removal of all equipment, materials, and debris from work locations upon project completion. The Contractor shall furnish all labor, equipment, materials, and services and account for applicable taxes, overhead, profit, and bonding requirements to perform the following tasks:

### 2.11.1 Mobilization and Site Preparation

2.11.1.1 Designation of area for material storage and equipment staging.

2.11.1.2 Delivery of necessary equipment, machinery, and materials to the job site.

2.11.1.3 Ensure proper storage, operation, and handling of vehicles, materials, tools, and equipment.

2.11.1.4 Initial setup of site safety (fencing/lighting) and implementation of safety measures (signage/barriers).

2.11.1.5 Utility Protection – Identifying and protecting existing utilities before construction begins.

### 2.11.2 Concrete Tank Foundation, Slab, and Protection Bollards

2.11.2.1 Construct forms, install rebar, set conduits for future connections, and embed anchor bolts as required by tank manufacturer.

2.11.2.2 Pour, spread, and finish the slab as required. The slab will be an estimated 55' x 35' x 4" concrete slab with four 10' x 4' x 18" footings for the fuel tanks in accordance with the foundation exhibits, project specifications, manufacturer's recommendations, and the project geotechnical foundation report. Apply sealant for fuel resistance.

- 2.11.2.3 Install protective bollards around the tank to ensure safety and durability.
- 2.11.2.4 Apply yellow safety paint, protective coating or plastic covers and reflective tape on all bollards.
- 2.11.2.5 Material testing in compliance with project specifications standards.

#### 2.11.3 Electrical Conduit Work

- 2.11.3.1 Identify conduit pathways and marking trench locations. Pathway must be approved by Nye County.
- 2.11.3.2 Place sand or gravel for conduit protection and backfilling after installation. Backfill material must meet project specifications.
- 2.11.3.2 Supply and install conduit, junction boxes, and stubs at the proper depth for future tank wiring, per Nye County's direction and manufacturer's specifications.
- 2.11.3.3 Install tracing wire and pull strings for future wiring and seal all conduit ends.

#### 2.11.4 Testing and Quality Assurance

- 2.11.4.1 Contractor shall perform all necessary testing to verify the type and quality of materials and equipment provided to the COUNTY.
- 2.11.4.2 All work shall adhere to the manufacturer's drawings, project specifications, and all applicable local, state, and federal codes, standards, and regulations.
- 2.11.4.3 The Contractor shall ensure high-quality, safe, and efficient project completion within the specified timeframe.

#### 2.11.5 Cleanup and Restoration

- 2.11.5.1 The Contractor shall provide men and equipment for sweeping and cleanup operations daily, both during the project and before leaving the job site. Perform daily site sweeping and cleanup operations during the project and upon completion.
- 2.11.5.2 Remove all equipment, materials, and debris from work location upon project completion.

#### 2.11.6 Cleanup Operations

- 2.11.6.1 The Contractor will provide men and equipment for sweeping and cleanup operations daily, both during the project and before leaving the job site.

#### 2.11.7 Work Hours and Schedule

- 2.11.7.1 All project activities shall be performed during the hours of 7:00 AM to 5:00 PM, Monday through Thursday, excluding COUNTY holidays. Any deviations from this schedule must be approved by the Director of Public Works prior to implementation.

#### 2.11.8 Pre-Construction Meeting

2.11.8.1 A pre-construction meeting shall be scheduled at a time agreed upon during the award process. Representatives from Nye County Public Works, Nye County Finance, Nevada Governor's Office of Economic Development, and the Contractor shall attend the meeting before work begins.

#### 2.12 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS

This project is funded with federal Community Development Block Grant (CDBG) funds and is subject to federal labor Standards which includes Davis-Bacon wage rates and Section 3 requirements. Section 3 Business Concerns as well as minority and women owned businesses are encouraged to respond to this request.

The Contractor shall comply with all applicable requirements as set forth in the CDBG Construction Documents attached hereto and incorporated by reference as Exhibit "A." Responders must have an active SAM.gov registration and Nevada Contractor's License to be considered eligible for this federally funded CDBG project.

**All work must be completed within Thirty (30) calendar days from the Notice to Proceed date.**

**PROPOSAL TO THE COUNTY OF NYE**

**RESPONSE NO. 2025-11/ PWP #NY-2025-312,**  
**TONOPAH AIRPORT FUELING STATION SLAB, LOCATED IN TONOPAH, NYE**  
**COUNTY, NEVADA.**

*(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)*

NAME OF RESPONDER

---

BUSINESS ADDRESS

---

CITY, STATE, ZIP

---

TELEPHONE NO: AREA CODE (    ) \_\_\_\_\_

E MAIL ADDRESS \_\_\_\_\_

The work embraced herein shall be done in accordance with Washoe County Standard Specifications for Public Works Construction 2016 and the Build America, Buy America Act, unless specifically indicated otherwise within the Response documentation.

The Responder shall set forth the "Unit Price" for each "Unit", in clearly legible in the "Schedule of Item and Prices" for this purpose. The amount set forth as the "Total Cost" shall be the extension of the "Unit Price" times the "Quantity" for the particular "Item No.", the sum of the "Total Cost" of all Items will be the "Total Price" for the complete Project or Work.

In case of discrepancy between the "Unit Price" (cost per unit of measure) and the total set forth for the "Total Cost", the "Unit Price" shall prevail, provided however, if the amount set forth as a "Unit Price" is ambiguous, unintelligible or uncertain for any cause and a contrary intention is not evident from the proposal and other contract documents upon which the Response is based, or if the Responder made no entry in the "Unit Price" column, or entered the same amount in the "Unit Price" and "Total Cost", then the amount set forth as the "Total Cost" for the number of units specified in the project shall prevail.

When the amount set forth as the "Total Cost" prevails, it shall be divided by the "Quantity" in the corresponding "Item No.", and the price thus obtained shall be the "Unit Price".

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the sums required by this Invitation to Response and Response Package, with surety satisfactory to the County, within eight (8) calendar days, not including Saturdays, Sundays and legal holidays, after the Responder has received notice from the County that the contract has been awarded, the County may, at its option, determine that the Responder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying the proposal shall operate and the same shall be the property of the COUNTY.

The proposal shall include the cost of prevailing wage, which is considered the greater of the hourly minimum rate of wage as fixed by the Federal Minimum Hourly Wage Rates (Davis-Bacon) or the Nevada State Labor Commissioner.

The undersigned, as Responder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Invitation to Response and the Response Package; that he fully understands that the COUNTY shall have the sole right and discretion to accept any Parts of the Proposal; and the undersigned proposes, if this Proposal, is accepted by the COUNTY; that he will contract with the COUNTY to provide all the necessary machinery, tools, apparatus and other means of production, and to do all the work and furnish all the materials specified in the contract that will be awarded, in the manner, the time and cost therein prescribed, and according to the requirements of the Director as therein set forth, and that he will take, in full payment therefore, the following Schedule of Items and Prices, to-wit:

<b><u>Schedule of Items and Prices</u></b>					
<b><u>Schedule of Additive Alternate Items and Prices</u></b>					
<b><u>Tonopah Airport Fuel Station Slab Located in Tonopah NV.</u></b>					
<u>Item No.</u>	<u>Description of Work</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Mobilization and Demobilization _____ _____ Dollars	1	LS	\$_____	\$_____
2	Construct Concrete Slab and Foundation with Bollards _____ _____ Dollars	1	LS	\$_____	\$_____
3	Install Electrical Conduit for Tanks, Lighting, and Controls _____ _____ Dollars	1	LS	\$_____	\$_____
TOTAL BASE BID PRICE (Sum of Items 1 to 3 inclusive)					\$_____

**Bid Item 1- Mobilization and Demobilization:**

This item includes mobilization to the site and demobilization from the site for all vehicles, fuel, workers, taxes, overhead and profit and bonding. This also includes site clean-up at the project location. This bid item is based on a lump sum amount.

**Bid Item 2- Construct Concrete Slab and Foundation with Bollards:**

This item includes furnishing all labor, equipment, materials and services to construct required 55' x 35' x 4" concrete slab and four 10' x 4' x 18" concrete footings for the fuel tanks with the required number of Bollards in accordance with the scope of work in section 2.11, Description of Work.

**Bid Item 3- Install Electrical Conduit for Tank, Lighting, and Controls:**

This item includes furnishing all labor, equipment, materials and services to supply, and install all required conduit, junction box, and stub to wire in the future tanks in accordance with the scope of work in section 2.11, Description of Work.

The undersign hereby agrees and acknowledges that:

The Responder has received Addendum # \_\_\_\_\_ to # \_\_\_\_\_ inclusive and the TOTAL Response PRICE for this Work is as follows:

\$ \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_

E MAIL ADDRESS: \_\_\_\_\_

**THE RESPONDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Relations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)



Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should know that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## **PUBLIC CONTRACT QUESTIONNAIRE**

Has the Responder, any officer of the Responder, or any employee of the Responder who has a proprietary interest in the Responder, ever been disqualified, removed, or otherwise prevented from RESPONDING on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## **PUBLIC CONTRACT STATEMENT**

The Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which ordered the Contractor to comply with an order of the National Labor Relations Board.

## **TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT**

In accordance with Title 23, United States Code, Section 112, the Responder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive RESPONDING in connection with this contract.

***NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.***

***Responders are cautioned that making a false certification may subject the certified to criminal prosecution.***

## **CONTRACTOR QUALIFICATION**

Part I

### **CONTRACTOR INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Vendor Payment Terms: \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

Business License # \_\_\_\_\_

Time Period \_\_\_\_\_ How Long in Business \_\_\_\_\_ *(if applicable)*

### **LIABILITY**

Nevada State Contractors License #: \_\_\_\_\_

Contracting Limits: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy No:

\_\_\_\_\_

*(Attach Proof of Insurance)*

### **REFERENCES**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## **CONTRACTOR QUALIFICATION**

Part II

Date: \_\_\_\_\_

### **CONTRACTOR INFORMATION**

Company Name:

\_\_\_\_\_

### **PERFORMANCE**

Liquidation Damages and/or Disputes

List all projects in the last 2 years where liquidation damages were or may be assessed, where the substantial disputes or protests occurred, or are currently occurring. Explain in detail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever failed to complete any work awarded to you? If yes, explain where and why.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever defaulted or been terminated on a contract? If yes, explain where and why.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **EXPERIENCE**

If you anticipate subcontracting work, under what conditions would subcontractors be used?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List subcontractors normally used.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Background and experience of the principal members of your organization who would be involved in contract work for Nye County.

Name	Title	Experience (Years)
_____	_____	_____
_____	_____	_____
_____	_____	_____

## CONTRACTOR QUALIFICATION

Part III

Date: \_\_\_\_\_

### CONTRACTOR INFORMATION

Company Name: \_\_\_\_\_

### COMPLIANCE

Have any charges been filed against you or your firm with the Equal Opportunity Commission or any similarly constituted entity charged by any state or local government with the enforcement of anti-discrimination legislation or regulations? If yes, explain in detail.

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Have you had any violations/fines for environmental non-compliance? If yes, give details.

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Have you had any violations/fines for OSHA non-compliance? If yes, give details.

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## **RESPONDER'S BOND**

### **COUNTY OF NYE**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the County of Nye, hereinafter called the "COUNTY", in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE RESPONSE of the Principal above named, submitted by said Principal to the COUNTY of Nye for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_.

\_\_\_\_\_, Nevada on \_\_\_\_\_ 2026 for:

Unless otherwise specified elsewhere in this Response document, the Contractor shall meet all applicable specifications, as outlined in Washoe County Standard Specifications for Public Works Construction 2016 and the Build America, Buy America Act.

#### **2.11 DESCRIPTION OF WORK**

The work under this contract includes mobilization and demobilization to and from the project site, as well as the removal of all equipment, materials, and debris from work locations upon project completion. The Contractor shall furnish all labor, equipment, materials, and services and account for applicable taxes, overhead, profit, and bonding requirements to perform the following tasks:

##### **2.11.2 Mobilization and Site Preparation**

- 2.11.1.1 Designate an area for material storage and equipment staging.
- 2.11.1.2 Deliver necessary equipment, machinery, and materials to the job site.
- 2.11.1.3 Ensure proper storage, operation, and handling of vehicles, materials, tools, and equipment.
- 2.11.1.4 Initial setup of site safety (fencing/lighting) and implementation of safety measures (signage/barriers).
- 2.11.1.5 Identify and protect existing utilities before construction begins.

##### **2.11.2 Concrete Tank Foundation, Slab, and Protection Bollards**

- 2.11.2.1 Construct forms, install rebar, set conduits for future connections, and embed anchor bolts as required by tank manufacturer.
- 2.11.2.2 Pour, spread, and finish the slab as required. The slab will be an estimated 55' x 35' x 4" concrete slab with four 10' x 4' x 18"

footings for the fuel tanks in accordance with the foundation exhibits, project specifications, manufacturer's recommendations, and the project geotechnical foundation report. Apply sealant for fuel resistance.

2.11.2.3 Install protective bollards around the tank to ensure safety and durability.

2.11.2.4 Apply yellow safety paint, protective coating or plastic covers and reflective tape on all bollards.

2.11.2.5 Material testing in compliance with project specifications standards.

#### 2.11.3 Electrical Conduit Work

2.11.3.1 Identify conduit pathways and marking trench locations. Pathway must be approved by Nye County.

2.11.3.2 Place sand or gravel for conduit protection and backfilling after installation. Backfill material must meet project specifications.

2.11.3.2 Supply and install conduit, junction boxes, and stubs at the proper depth for future tank wiring, per Nye COUNTY's direction and manufacturer's specifications.

2.11.3.3 Install tracing wire and pull strings for future wiring and seal all conduit ends.

#### 2.11.4 Testing and Quality Assurance

2.11.4.1 Contractor shall perform all necessary testing to verify the type and quality of materials and equipment provided to the COUNTY.

2.11.4.2 All work shall adhere to the manufacturer's drawings, project specifications, and all applicable local, state, and federal codes, standards, and regulations.

2.11.4.3 The Contractor shall ensure high-quality, safe, and efficient project completion within the specified timeframe.

#### 2.11.5 Cleanup and Restoration

2.11.5.1 The Contractor shall provide men and equipment for sweeping and cleanup operations daily, both during the project and before leaving the job site. Perform daily site sweeping and cleanup operations during the project and upon completion.

2.11.5.2 Remove all equipment, materials, and debris from work location upon project completion.

#### 2.11.6 Cleanup Operations

2.11.6.1 The Contractor will provide men and equipment for sweeping and cleanup operations daily, both during the project and before leaving the job site.

#### 2.11.7 Work Hours and Schedule



2.11.7.1 All project activities shall be performed during the hours of 7:00 AM to 5:00 PM, Monday through Thursday, excluding COUNTY holidays. Any deviations from this schedule must be approved by the Director of Public Works prior to implementation.

2.11.8 Pre-Construction Meeting

2.11.8.1 A pre-construction meeting shall be scheduled at a time agreed upon during the award process. Representatives from Nye County Public Works, Nye County Finance, Nevada Governor's Office of Economic Development, and the Contractor shall attend the meeting before work begins.

2.12 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS

This project is funded with federal Community Development Block Grant (CDBG) funds and is subject to federal labor Standards which includes Davis-Bacon wage rates and Section 3 requirements. Section 3 Business Concerns as well as minority and women owned businesses are encouraged to respond to this request.

The Contractor shall comply with all applicable requirements as set forth in the CDBG Construction Documents attached hereto and incorporated by reference as Exhibit "A." Responders must have an active SAM.gov registration and Nevada Contractor's License to be considered eligible for this Federally funded CDBG project.

**All work must be completed within Thirty (30) calendar days from the Notice to Proceed date.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Response, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_  
day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

**SAMPLE CONTRACT**

(For reference only, **Do Not** complete this Contract)

BID No. 2025-11/PWP #NY-2025-312

**INSTALL CONCRETE SLAB FOR TWO 12,000 GALLON AVGAS AND JET A FUEL  
SYSTEMS LOCATED AT TONOPAH AIRPORT, NYE COUNTY, NEVADA**

CONTRACT

BETWEEN

THE COUNTY OF NYE

AND

\_\_\_\_\_  
Nevada Contractor's License # \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

This Contract, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between  
**THE COUNTY OF NYE**, hereinafter referred to as "COUNTY", and  
\_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_ State of  
Nevada, hereinafter referred to as "Contractor."

***WITNESSETH:***

That the COUNTY and the Contractor, for the consideration hereinafter set forth, agree  
as follows:

***ARTICLE I. SCOPE OF WORK***

Contractor shall furnish all material and perform all work in a professional manner as set  
forth in the Contract Documents for Response No. 2025-11/PWP#NY-2025-312.  
Contractor further agrees to perform all extra work necessary in connection therewith and

under the terms as stated in said Contract Documents; and at his (it's or their) own proper cost and expense, to furnish all the bonds, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the project in accordance with the terms and conditions and prices stated in said Contract Documents.

## **ARTICLE 2. NOTICE TO PROCEED, TIME OF COMPLETION, TERMINATION AND MODIFICATION/LIQUIDATED DAMAGES**

The Contractor shall not commence work, nor incur any expense therewith, before it is notified to proceed with the work. The work to be performed under this Contract shall commence within one (1) to ten (10) business days of the commencement date set forth in the Notice to Proceed unless otherwise extended by written authorization by the Director of Public Works.

The following performance periods shall apply:

[A] The work, including any or all options and alternatives identified in Article 12, shall be substantially completed no later than Thirty (30) calendar days from the Notice to Proceed Start Date.

In determining substantial completion and/or final acceptance, the parties agree that the COUNTY's Director of Public Works shall be guided by principles of fairness and the efforts of the Contractor to comply with designated performance periods.

### **[B] TERMINATION**

1. COUNTY shall have the right, at any time to terminate the Contract, without cause, with thirty (30) calendar day's written notice.
2. Upon termination of this Contract, other than for Cause, COUNTY shall pay Contractor for that part of the work completed satisfactorily to the date of such termination at the rates set forth in this Contract and all applicable documents which, by reference, are made a part hereto.
3. The Contract may be terminated for cause by the Nye County Board of Commissioners, upon the recommendation of the Director of Public Works. Cause shall include, but is not limited to, the following: testing requirements not met or failure to comply with any Contract requirement.
4. Upon determination of cause by the Director of Public Works, written notice shall be given to the Contractor of the specific cause. Upon receipt of written notice, and if the notice so directs, the Contractor shall cease work and meet with the Director of Public Works or his assignee to determine corrective action. Corrective action will be agreed to in writing and signed by both parties. In the event that no agreement is reached within ten (10) business days of notice, the Director of Public Works may recommend the termination to the

Board of Commissioners. The Board of Commissions' decision shall be final.

[C]     **MODIFICATION/CHANGE ORDER**

This Contract may not be modified, amended, supplemented, or extended except by written document executed by the Contractor and Nye County Board of Commissioners.

[D]     **LIQUIDATED DAMAGES**

Should the work not be complete within the specified time for completion, the Contractor will be liable for liquidated damages, payable to COUNTY in the amount of Five Thousand Dollars (\$5,000.00) for each working day beyond the deadline taken for completion, as provided herein. All rights and remedies of the COUNTY are cumulative and not exclusive of any other rights or remedies that may be available to COUNTY, whether provided by law, equity, statute, or otherwise. However, the liquidated damages provisions set forth herein is COUNTY's exclusive remedy for Contractor's breach as specifically defined in Section 2.5.3. of the Bid Package, Page 8. COUNTY may elect to withhold the liquidated damages from any payment to Contractor.

**ARTICLE 3. THE CONTRACT SUM**

The COUNTY shall pay Contractor, \$\_\_\_\_\_ as full compensation for furnishing all materials and labor and doing all the work in strict accordance with relevant plans and specifications and to the satisfaction of the COUNTY, amounts as set forth in this Contract. The Contract total is to be paid based upon actual accepted quantities multiplied by the unit prices as specified in the Response, unless otherwise stated in the drawings or specifications.

**ARTICLE 4. PROGRESS PAYMENTS**

The COUNTY shall make progress payments as follows: Partial payments will be made once each month, based upon progress estimates made by the Contractor and satisfactory to the COUNTY. The progress estimates shall be based upon materials on the job site and invoiced, or upon material in place and all labor expended thereon. The COUNTY shall make said progress payment upon receipt, review and recommendation of the Director of Public Works to the Board of County Commissioners. Ten percent (10%) of the amount ascertained will be deducted and retained by the COUNTY until after the completion of the entire Contract in an acceptable manner. After fifty percent (50%) of the work has been completed in an acceptable manner, the COUNTY may, at its

discretion, reduce the amount retained to no less than five percent (5%) of the value of the completed work.

No monies payable under this Contract may be assigned by Contractor except upon prior written consent of the COUNTY.

#### **ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT**

As soon as practical following completion of the work, the Contractor shall make a written request to the COUNTY for final inspection and acceptance of the work. If, in the COUNTY's sole discretion, all provisions of the specifications and Contract have been satisfied, the COUNTY will cause a Notice of Completion to be filed with the County Recorder.

After forty (40) calendar days, immediately following the filing of the Notice of Completion, the remaining balance shall be paid, providing that:

- [A] Contractor has submitted evidence satisfactory to the COUNTY that all payrolls, bills for material, interest or retention and all other indebtedness connected with the work have been paid;
- [B] Contractor has submitted evidence satisfactory to COUNTY that all subcontractors, if any, have been paid; and
- [C] No claims, liens or outstanding debts have been filed against the work.

In the event that claims, liens or outstanding debts are filed against the work, COUNTY shall continue to hold the retainage until such time as the claims, liens or outstanding debts are resolved.

#### **ARTICLE 6. IDEMNIFICATION**

Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officers, agents and employees from any and all claims, causes of action, liability, loss, costs, reasonable attorney's fees, or other expenses arising from, in the performance of or with relation to any of the work or services to be performed or furnished by Contractor or Contractor's agents, partners, affiliates, subcontractors, or employees or any of their agents or employees under the Contract whether caused by the negligence, gross negligence or willful misconduct of Contractor or Contractor's agents, partners, affiliates, subcontractors, or employees or any of their agents or employees. Contractor agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death that may be sustained, suffered or incurred by COUNTY arising from or in connection with a third party claim for personal injury, death, loss or damage to any property to the

extent caused by any negligent or gross negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor, Contractor's agents, partners, affiliates, subcontractors, or employees or any of their agents or employees, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent or gross negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by law.

#### **ARTICLE 7. STATUS AS INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an employee, servant, agent, or representative of COUNTY. Contractor shall provide product in accordance with this Contract and all applicable documents, and any subsequent written agreements defining the nature and scope of the Project. As an independent contractor, Contractor shall not participate in the employee benefits available to COUNTY's employees.

Neither compliance or non-compliance by Contractor and Contractor's employees, agents, and representatives with the terms and provisions of this Contract shall affect Contractor's status as an independent contractor or relieve Contractor of any of Contractor's duties, liabilities, or obligations under this Contract.

#### **ARTICLE 8. FAIR EMPLOYMENT PRACTICES**

In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by Contractor shall constitute a material breach of Contract.

#### **ARTICLE 9. PREVAILING WAGE**

- A. Labor Law Requirements. The Contractor must strictly comply with all applicable provisions of the Nevada State Labor Laws, including, but not limited to, Title 28, Chapter 338 of Nevada Revised Statutes, as amended, and with applicable labor laws and regulations of the Federal Government.

- B. Prevailing Rate of Wages. The wages to be paid for a legal day's work to laborers, workmen or mechanics employed upon the work specified in this Contract or upon any materials to be used therein shall be the greater of the hourly minimum rate of wage as fixed by the Federal Minimum Hourly Wage Rates (Davis-Bacon) or the Nevada State Labor Commissioner, which schedule of wage rates is annexed hereto and hereby made a part of this Contract. The Contractor shall forfeit, as a penalty to the County of Nye, the sum of One Hundred Dollars (\$100.00) for each workman employed for each calendar day or portion thereof that such workman is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under the Contractor.

Contractor shall submit a copy of Certified Payroll Reports to Nevada State Labor Commissioner, Nye County Finance and Nye County Public Works no later than 15 calendar days after the end of each month.

- C. Hours of Work. No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than ten (10) hours in any one calendar day, and not more than forty (40) hours in any one week, except in cases of emergency where life or property is in imminent danger. In such emergency cases, the person required to work over ten hours per day or forty hours per week shall be paid at least regular wages for all overtime.

This Contract may be terminated at the election of the COUNTY for any failure or refusal on the part of the Contractor or any subcontractor faithfully to perform the Contract according to the terms as to wages and hours as herein provided.

## **ARTICLE 10. INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained and approved.

- A. Compensation Insurance. The Contractor shall procure and maintain, during the life of the Contract, Industrial Insurance as required by the Nevada Industrial Insurance Act, for all of his employees to be engaged in work at the site of the project under this Contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide such Industrial Insurance for all of the latter's employees to be engaged in such work unless such



employees are covered by the protection afforded by the Contractor's Industrial Insurance. In case any class of employees engaged in work on the project under this Contract is not protected under the Nevada Industrial Insurance Act, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

B. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Minimum limits for:

(1)	Personal injury or death	
	one person	\$2,000,000
	one occurrence	\$2,000,000
(2)	Property damage	
	one accident	\$2,000,000
	aggregate liability for loss	\$2,000,000
(3)	Vehicle liability	
	single person/accident	\$2,000,000/\$2,000,000

C. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (B) hereof, or (2) insure the activities of each subcontractor in the amounts specified in subparagraph (B) hereof.

D. Scope of Insurance and Special Hazards. The insurance required under subparagraphs (B) and (C) hereof shall name the COUNTY and its officers, agents, Director of Public Works and employees as a co-insured and provide adequate protection for the COUNTY and its officers, agents, Director of Public Works and employees, and the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the Contractor, and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Special Conditions.

E. Proof of Carriage of Insurance. The Contractor shall furnish the COUNTY with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate

will not be canceled or materially altered, except after ten (10) calendar days' written notice has been received by the COUNTY."

F. If the Contractor or any subcontractor fails to maintain the insurance required by this Contract, the COUNTY may obtain such insurance for the protection of the COUNTY, its officers, agents, Director of Public Works, and other employees, and deduct and retain the amount of the premiums for such insurance from any sums payable to the Contractor under this Contract.

G. Contractor agrees to defend, indemnify, and hold harmless the COUNTY, its agents, and employees from any and all claims, causes of action, liability, loss, costs, reasonable attorney's fees, or other expenses arising from the performance of this Contract by Contractor or Contractor's agents or employees whether caused by the negligence or willful misconduct of Contractor, agents, employees or affiliates. Contractor hereby indemnifies and shall defend and hold harmless the COUNTY, its officials, employees and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitration, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury, death or property damage, whether arising before or after completion of the work under this Contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. Contractor's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the COUNTY, its agents and employees to the fullest extent permitted by law.

## **ARTICLE 11. THE CONTRACT DOCUMENTS**

The Contract Documents shall include the following:

1. The advertised Notice of Invitation to Response No. 2025-11/PWP #NY-2025-312.
2. The Response by the Contractor (The Contractor's Proposal and Required CDBG Construction Documents).
3. This Contract.
4. The General Instructions to Contractors.
5. The Special Provisions.
6. The specifications as set forth in the Special Provisions.
7. The Bid Bond, Performance Bond and Payment Bond.
8. All addenda issued by the Finance Department.
9. Contractor Qualification.
10. The Notice of Award.
11. Any amendments or addenda to all the aforementioned documents; and

12. All provisions required by law to be incorporated in this Contract, whether incorporated or not.

#### **ARTICLE 12. SELECTED ALTERNATES AND OPTIONS**

The following options and alternates have been selected by the COUNTY and are herewith made part of the scope of work to be performed under this Contract.

Options: xx

Alternates: xx

#### **ARTICLE 13. NO THIRD-PARTY BENEFICIARY**

This Contract and the rights and obligations arising there from are strictly for the benefit of the parties to this Contract. The parties agree that any benefit or detriment asserted by the third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit or detriment arising from the performance or non-performance of this Contract and is not intended to create a right of action in any person not a signatory to this Contract.

#### **ARTICLE 14. ASSIGNMENT AND SUBCONTRACTING**

A. Assignment. Contractor shall not assign its rights nor delegate its duties hereunder without prior written consent of COUNTY. The COUNTY may condition such consent.

B. Subcontracting. Except as specifically detailed in the Contractor's Response, Contractor shall not subcontract any part of the work hereunder without the prior written approval of COUNTY. The COUNTY may condition such consent.

#### **ARTICLE 15. WAIVER**

Failure by COUNTY or Contractor, at any time, to enforce or to require strict observance of any of the terms, conditions or provisions of this Contract shall not constitute a waiver of, nor limit or impair, such terms, conditions or provisions. In addition, any such failure shall not affect the right of either party to avail itself at any time of such remedies as it may have for any default hereunder by the other party hereto.

#### **ARTICLE 16. GOVERNING LAW, VENUE AND COSTS**

This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The parties hereby agree that venue for any and all disputes related to this Contract shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

The parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

#### **ARTICLE 17. ENTIRE AGREEMENT**

The terms and provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, representations, undertakings or agreements between the parties hereto with respect to the subject matter hereof, whether oral or written.

#### **ARTICLE 18. NOTICES**

Any notice, proposal or objection relating to this Contract shall be in writing addressed to the parties as follows:

Honey Strozzi, Purchasing and Contracts Administrator  
101 Radar Rd.  
PO Box 3999  
Tonopah, NV 89049

Thomas Bolling, Director of Public Works  
2041 E. Calvada Blvd. North #3  
Pahrump, NV 89048

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor Information

#### **ARTICLE 19: MISCELLANEOUS PROVISIONS**

##### **A. COMPLIANCE WITH APPLICABLE LAWS.**

Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

## B. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

During the term of this Contract and while performing the scope of work, or otherwise acting on behalf of the COUNTY, Contractor agrees to perform all terms and conditions of this Contract in a lawful manner and in conformity with all applicable laws and codes of the United States and of the State of Nevada, and all ordinances, rules, and regulations of Nye County and of any and all other competent public authority applicable to the performance of Contractor's duties. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Contract.

## C. STANDARD OF CARE

Contractor shall perform its services to the standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor.

***IN WITNESS WHEREOF***, the parties hereto have executed this Contract the \_\_\_\_ day of \_\_\_\_\_, 2026.

THE COUNTY OF NYE

By: \_\_\_\_\_  
Ron Boskovich, Chair  
Nye County Board of Commissioners

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Printed Name

**EXHIBIT “A”**  
**CDBG CONSTRUCTION DOCUMENTS**

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL  
EMPLOYMENT OPPORTUNITY

LOBBYING ASSURANCES - BIDDER

LOBBYING ASSURANCES - SUBCONTRACTOR

CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

SECTION 3 PROVISION FOR CONTRACTS

SECTION 3 CLAUSE

SAMPLE CONTRACTOR SECTION 3 PLAN

CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND  
SEGREGATED FACILITIES

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND  
SEGREGATED FACILITIES

BIDDER’S BUILD AMERICA, BUY AMERICA CERTIFICATION

SUPPLEMENTAL CONDITION #1: EQUAL OPPORTUNITY CLAUSE FOR  
CONTRACTS \$10,000 AND UNDER

SUPPLEMENTAL CONDITION #2: EQUAL OPPORTUNITY CLAUSE FOR  
CONSTRUCTION OVER \$10,000

SUPPLEMENTAL CONDITION #3: STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (OVER \$10,000)

SUPPLEMENTAL CONDITION #4: FEDERAL LABOR STANDARDS PROVISION

SUPPLEMENTAL CONDITION #5: FEDERAL MINIMUM HOURLY WAGE RATES  
(DAVIS-BACON)

SUPPLEMENTAL CONDITION #6: STATE MINIMUM HOURLY WAGE RATES

SUPPLEMENTAL CONDITION #7: CERTIFICATION OF COMPLIANCE WITH AIR  
AND WATER ACTS

SUPPLEMENTAL CONDITION #8: CONDITIONS PERTAINING TO HAZARDS,  
SAFETY STANDARDS AND ACCIDENT PREVENTION

SUPPLEMENTAL CONDITION #9: UNFAIR TRADE PRACTICES

FORMS TO BE COMPLETED BY AWARDED CONTRACTORS:

1. Wage Comparison Worksheet
2. WH347 Certified Payroll Record & Instructions
3. Non-Performance Report
4. Certification of Understanding and Authorization
5. Grantees Notification of Contractors and Subcontractors
6. Apprenticeship Certification

**CERTIFICATION OF BIDDER/CONTRACTOR  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

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

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

**CERTIFICATION**

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

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

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

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

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Company Name (Please Type/Print)

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Name & Title of Bidder/Contractor (Please Type)

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Signature

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Date



CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION

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

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

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

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Company Name (Please Type/Print)

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Name & Address of Subcontractor (Please Type)

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Signature

---

Date

### **LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR**

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

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

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

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

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

---

Company Name (Please Type/Print)

Signature \_\_\_\_\_

Bidder/Main Contractor: Authorized Official Date\_\_\_\_\_

### **LOBBYING ASSURANCES - SUBCONTRACTOR**

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

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

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

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

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

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Company Name (Please Type/Print)

Signature \_\_\_\_\_

Subcontractor: Authorized Official Date \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR OR SUBCONTRACTOR REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY OR  
VOLUNTARY EXCLUSION**

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

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why a certification cannot be submitted.

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Name of Contractor or Subcontractor

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SAM.gov Unique Entity Identifier Number

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Name and Title of Authorized Representative

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Signature

---

Date

\*All contractors and subcontractors must be registered and active in SAM.gov prior to the award of the Contract.

## SECTION 3 PROVISIONS FOR CONTRACTS

### **PURPOSE**

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

### **APPLICABILITY**

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

### **DEFINITIONS**

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

*Contractor* means any entity entering into a contract with:

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

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

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

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

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

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

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

*Public housing project* is defined in 24 CFR 905.108.

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

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

*Section 3 business concern* means:

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

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

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

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

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

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

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

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

*Section 3 worker* means:

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

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

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

(iii) The worker is a YouthBuild participant.

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

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

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

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

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

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

### SECTION 3 PROVISIONS FOR CONTRACTS (continue)

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

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

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

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



## Section 3 Clause

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

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

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

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

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

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

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

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

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

#### CONTRACTOR'S REQUIREMENTS

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

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

### SAMPLE CONTRACTOR SECTION 3 PLAN

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

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

As officers and representatives of (Name of company)

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

Title. \_\_\_\_\_

Date \_\_\_\_\_

Signature. \_\_\_\_\_

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING SECTION 3 AND  
SEGREGATED FACILITIES**

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Name of Contractor

The undersigned hereby certifies that:

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

---

Company Name (Please Type/Print)

---

Print or type Name & Title of Person Signing

---

Signature

---

Date

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

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

\_\_\_\_\_  
Name of Subcontractor

The undersigned hereby certifies that:

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

\_\_\_\_\_  
Company Name (Please Type/Print)

\_\_\_\_\_  
Print or type Name & Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

	<b>Bidder's Build America, Buy America Certification</b>	
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CDBG Project Number \_\_\_\_\_

Project Name \_\_\_\_\_ Division \_\_\_\_\_

Project Grantee \_\_\_\_\_

The Community Development Block grant (CDBG) programs require loan recipients to use iron, steel, manufactured goods, and construction materials that are produced in the United States in a manner that complies with the Build America, Buy America (BABA) requirement for projects that involve the construction, alteration, maintenance, or repair of a public water system or treatment works. For more information about BABA requirements and authorization, visit the U.S. Environmental Protection Agency (EPA)'s website:

<https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

*As a bidder for the project listed above, I certify that I have read, understand, and will comply with the "Build America, Buy America" provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA-covered products, provide verification documentation for BABA-compliance, and when needed provide waiver documentation per current EPA guidance.*

*I understand that a false statement on this certification may be grounds for rejection or termination of any award.*

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Bidder

\_\_\_\_\_  
Name of Bidder's Company

\_\_\_\_\_  
Bidder's Company Address

\_\_\_\_\_  
Bidder's Telephone Number

## Instructions

**PURPOSE:** The Bidder's *"Build America, Buy America" Certification* is used to certify that, as required by federal law, all of the iron, steel, manufactured products, and construction materials permanently incorporated into a project funded with assistance by the Community Development Block Grant program are produced in the United States in a manner that complies with the BABA requirement, unless a waiver is granted by the Office of Management and Budget (OMB) or the U.S. Environmental Protection Agency (EPA).

**GENERAL INFORMATION** Build America, Buy America (BABA) guidance requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Additional information, including any published waivers, is posted on the EPA website, <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

**INSTRUCTIONS:** The contractor bidding on a project funded in whole or in part by the CDBG will enter the CDBG project number, name, and project sponsor's name (utility, town, etc.).

Certify that the contractor will comply with BABA requirements by signing the form. Include the date, name, and title of the bidder, name of bidder's company, bidder's address, and bidder's telephone number. Please note that BABA covered materials to be supplied by a subcontractor must be BABA compliant as well.

The Project Sponsor must submit this form from the winning bidder (typically as part of the bid package) by email to the CDBG Project Administrator.

**DHEC REVIEW AND FILING:** The CDBG program will use this form to document bidder compliance with BABA. The form will be kept in the Bidding file for the named project and will be retained for three years following the final CDBG disbursement to the project's Sponsor.

## Appendix A: Iron and Steel Products

All iron and steel used in the project must be produced in the United States unless a BABAA waiver has been approved. All manufacturing processes must have occurred in the United States, from the initial melting stage through the application of coatings. Examples include, but are not limited to:

<ul style="list-style-type: none"> <li>• Access Hatches</li> <li>• Access Ramps</li> <li>• Aeration Pipes and Fittings (separate from aeration/blowers)</li> <li>• Angles</li> <li>• Backflow Preventers/Double Check Valves</li> <li>• Baffle Curtains</li> <li>• Ballast Screens</li> <li>• Bathroom Stalls</li> <li>• Beam Clamps</li> <li>• Bollards</li> <li>• Cable Hanging Systems</li> <li>• Cast Bases</li> <li>• Cast Iron Hinged Hatches</li> <li>• Cast Iron Riser Rings</li> <li>• Catch Basin Inlets</li> <li>• Clarifier Tanks</li> <li>• Cleanout/Monument Boxes</li> <li>• Coiled Steel</li> <li>• Column Piping</li> <li>• Concrete Reinforcing Bar, Wire, and Fibers</li> <li>• Condensate Sediment Traps</li> <li>• Construction Covers and Frames</li> <li>• Corrugated Pipe</li> <li>• Couplings</li> <li>• Curb and Corner Guards</li> <li>• Curb Boxes</li> <li>• Curb Openings</li> <li>• Curb Stops</li> <li>• Decking</li> <li>• Detectable Warning Plates</li> <li>• Digester Covers</li> <li>• Dome Structures</li> <li>• Door Hardware</li> </ul>	<ul style="list-style-type: none"> <li>• Framing</li> <li>• Gate Valves</li> <li>• Generic Hanging Brackets</li> <li>• Grating</li> <li>• Ground Test Wells</li> <li>• Ground Testing Boxes</li> <li>• Guardrails</li> <li>• HVAC Registers, Diffusers, and Grilles</li> <li>• Hydrants</li> <li>• Inlets</li> <li>• Iron or Steel Bar</li> <li>• Iron or Steel Benches</li> <li>• Joists</li> <li>• Junction Boxes</li> <li>• Knife Gates</li> <li>• Ladders</li> <li>• Lampposts</li> <li>• Lifting Hooks, J-bar, Connectors, and Anchors for Concrete</li> <li>• Lined and Unlined Fittings</li> <li>• Lined and Unlined Pipe</li> <li>• Lockers</li> <li>• Man Baskets and Material Platforms</li> <li>• Manhole Covers and other Municipal Castings</li> <li>• Manhole Rings and Frames</li> <li>• Manhole Risers</li> <li>• Manhole Steps</li> <li>• Meter Boxes</li> <li>• Mud Valves</li> <li>• Municipal Casting Junctions</li> </ul>	<ul style="list-style-type: none"> <li>• Pre-Fab Steel Buildings/Sheds (simple structure, unfurnished)</li> <li>• Pre-Stressed Concrete Cylinder Pipe (PCCP)</li> <li>• Railings</li> <li>• Reduced Pressure Zone (RPZ) Valves</li> <li>• Roofing</li> <li>• Service Boxes</li> <li>• Service Saddles</li> <li>• Sheet Piling</li> <li>• Sinks (not part of eyewash systems)</li> <li>• Solenoid Valves</li> <li>• Stairs</li> <li>• Static Mixers</li> <li>• Stationary Screens</li> <li>• Steel Hinged Hatches</li> <li>• Steel Riser Rings</li> <li>• Structural Steel</li> <li>• Surface Drains</li> <li>• Tanks</li> <li>• Tapping Sleeves</li> <li>• Telescoping Valves</li> <li>• Tipping Buckets</li> <li>• Trash Receptacles</li> <li>• Tree Grates</li> <li>• Tree Guards</li> <li>• Trench Grates</li> <li>• Trusses</li> <li>• Tubing</li> <li>• Valve Box Covers and Risers</li> <li>• Valve Boxes</li> <li>• Valve Stem Extensions</li> <li>• Valve Stems (excluding handwheels and actuators)</li> </ul>
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<ul style="list-style-type: none"><li>• Doors</li><li>• Downspout Shoes</li><li>• Drainage Grate Frames and Curb Inlets</li><li>• Drainage Grates</li><li>• Ductwork</li><li>• Expansion Joints</li><li>• Expansion Tanks (diaphragm, surge, and hydropneumatics)</li><li>• Fasteners</li><li>• Fencing and Fence Tubing</li><li>• Fire Escapes</li><li>• Flanged Pipe</li><li>• Flanges</li><li>• Flap Gates</li></ul>	<ul style="list-style-type: none"><li>• Non-Mechanical (stationary) Louvers and Dampers</li><li>• Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)</li><li>• Pipe Clamps and Restraints</li><li>• Pipe Connectors</li><li>• Pipe Hangers</li><li>• Pipe Pilings (any type of steel piling)</li><li>• Pipe Spool (e.g., pipe, flanges, connectors)</li><li>• Pipe Supports</li><li>• Pitless Adaptors</li><li>• Pre-Cast, Iron/Steel Reinforced Concrete (all types, regardless of iron/steel content percentage)</li></ul>	<ul style="list-style-type: none"><li>• Valves</li><li>• Wall Panels</li><li>• Wall Sleeves/Floor Sleeves</li><li>• Welding Rods</li><li>• Well Casing</li><li>• Well Screens</li><li>• Wire</li><li>• Wire Cloth</li><li>• Wire Rod</li><li>• Wire Rope and Cables</li></ul>
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## List of Typical Manufactured Products

### Manufactured Products

All manufactured products used in the project must be produced in the United States unless a BABAA waiver has been approved. Manufactured product are articles, supplies, or materials that have been (i) processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material<sup>14</sup> under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and under section i and ii of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials. . BABAA-compliant manufactured products are produced in the United States, and the cost of components of the manufactured product that are mined, produced, or manufactured in the United States exceeds 55 percent of the total cost of all components, with total cost calculated as follows:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

<ul style="list-style-type: none"> <li>• Actuator Superstructures/Support Structures</li> <li>• Aeration Nozzles and Injectors</li> <li>• Aerators</li> <li>• Analytical Instrumentation</li> <li>• Analyzers (e.g., ozone, oxygen)</li> <li>• Automated Water Fill Stations</li> <li>• Blowers/Aeration Equipment</li> <li>• Boilers, Boiler Systems</li> <li>• Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)</li> <li>• Chemical Injection Quills</li> <li>• Chemical Injectors</li> </ul>	<ul style="list-style-type: none"> <li>• Exhaust Fans</li> <li>• Fall Protection Anchor Points</li> <li>• Fiberglass Tank w/Appurtenances</li> <li>• Filters (and appurtenances, including underdrains, backwash systems)</li> <li>• Flocculators</li> <li>• Fluidized Bed Incinerators</li> <li>• Furnished Pre-Fab Buildings (such as furnished with pumps, mechanics inside)</li> </ul>	<ul style="list-style-type: none"> <li>• Meters (including flow, wholesale, water, and service connection)</li> <li>• Motorized Doors (unit)</li> <li>• Motorized Mixers</li> <li>• Motorized Screens (such as traveling screens)</li> <li>• Motors</li> <li>• Pelton Wheels</li> <li>• Pipeline Flash Reactors (similar to injectors)</li> <li>• Plate Settlers</li> <li>• Precast Concrete Without Iron/Steel Reinforcement</li> <li>• Presses (including belt presses)</li> </ul>
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<sup>14</sup> Section 70917(c) materials means “cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.”

<ul style="list-style-type: none"> <li>• Clarifier Mechanisms/Arms</li> <li>• Compressors</li> <li>• Controls and Switches</li> <li>• Conveyors</li> <li>• Cranes</li> <li>• Desiccant Air Dryer Tanks</li> <li>• Dewatering Equipment</li> <li>• Dewatering Roll-Offs</li> <li>• Disinfection Systems</li> <li>• Drives (e.g., variable frequency drives)</li> <li>• Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)</li> <li>• Electrical Cabinetry and Housings (such as electrical boxes/enclosures)</li> <li>• Electrical Conduit</li> <li>• Electrical Junction Boxes</li> <li>• Electronic Door Locks</li> <li>• Elevator Systems (e.g., hydraulic)</li> <li>• Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, and first aid)</li> </ul>	<ul style="list-style-type: none"> <li>• Galvanized Anodes/Cathodic Protection</li> <li>• Gear Reducers</li> <li>• Generators</li> <li>• Geothermal Systems</li> <li>• Grinders</li> <li>• Heat Exchangers</li> <li>• HVAC (excluding ductwork)</li> <li>• HVAC Dampers (if appurtenances to aerators/blowers)</li> <li>• HVAC Louvers (mechanical)</li> <li>• Instrumentation</li> <li>• Intake and Exhaust Grates (if appurtenances to aerators/blowers)</li> <li>• Laboratory Equipment</li> <li>• Ladder Fall Prevention Systems</li> <li>• Ladder Safety Posts</li> <li>• Lighting Fixtures</li> <li>• Lightning and Grounding Rods</li> <li>• Mechanical or Actuated Louvers/Dampers</li> <li>• Mechanical Rakes</li> <li>• Membrane Bioreactor Systems</li> <li>• Membrane Filtration Systems</li> <li>• Metal Office Furniture (fixed)</li> </ul>	<ul style="list-style-type: none"> <li>• Pressure Gauges</li> <li>• Pump Cans/Barrels and Strainers</li> <li>• Pumps</li> <li>• Safety Climb Cable</li> <li>• Sampling Stations (unless also acting as hydrant)</li> <li>• Scrubbers</li> <li>• Sensors</li> <li>• Sequencing Batch Reactors (SBR)</li> <li>• Slide and Sluice Gates</li> <li>• Spray Header Units</li> <li>• Steel Cabinets (fixed interior/furniture)</li> <li>• Steel Shelving (fixed)</li> <li>• Supervisory Control and Data Acquisition (SCADA) Systems</li> <li>• Tracer Wire</li> <li>• Valve Manual Gears, Actuators, Handles</li> <li>• Voltage Transformer</li> <li>• Water Electrostatic Precipitators (WESP)</li> <li>• Water Heaters</li> <li>• Weir Gates</li> </ul>
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Supplemental Condition #1

**EQUAL OPPORTUNITY CLAUSE FOR CONTRACTS UNDER \$10,000**

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

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

Supplemental Condition #2

**EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION OVER \$10,000**

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

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of the race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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- (6) In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

Supplemental Condition #3

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

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



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

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

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superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

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

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



Supplemental Condition #4

**FEDERAL LABOR STANDARDS PROVISIONS**

## Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

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

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

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/agencies/whd/forms/wh347> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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



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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

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

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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



#### SUPPLEMENTAL CONDITION #5

#### **FEDERAL MINIMUM HOURLY WAGE RATES (DAVIS BACON)**

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

"General Decision Number: NV20260027 01/02/2026

Superseded General Decision Number: NV20250027

State: Nevada

Construction Type: Heavy  
HEAVY CONSTRUCTION PROJECTS (including sewer / water  
construction).

County: Nye County in Nevada.

EXCLUDES NEVADA TEST SITE (NTS), TONOPAH TEST RANGE (TTR) AND  
NATIONAL TEST AND TRAINING RANGE (NTTR)

Modification Number      Publication Date  
0                              01/02/2026

CARP1977-001 07/01/2025

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 57.69	21.53

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ELEC0396-002 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION (Groundman)....	\$ 38.74	19.36

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ELEC1245-003 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION (Lineman) Lineman.....	\$ 70.16	24.71

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ENGI0003-016 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 07.....	\$ 49.02	30.38
GROUP 08.....	\$ 49.61	30.38
GROUP 10.....	\$ 50.28	30.38
GROUP 10A.....	\$ 42.72	24.50
GROUP 11.....	\$ 50.71	30.38
GROUP 11A.....	\$ 52.35	30.38

GROUP 7: Screed/Screedman (except asphaltic or concrete  
paving); (Barber-Greene and similar) (asphaltic or concrete  
paving).

GROUP 8: Loader

GROUP 10: Gradesetter, Grade Checker

GROUP 10A: Power Shovels, Clamshells, Draglines, Cranes (up  
to and including one [1] cu. yd.); Grader/Blade (Finish  
Blade).

GROUP 11: Power Shovels, Clamshells, Draglines, Backhoes,  
Gradalls (over one [1] cu. yd. and up to and including  
seven [7] cu. yds. m.r.c.) (Assistant to Engineer required)  
(Two [2] Assistants to Engineer required on 120B, similar  
or larger).

GROUP 11A: Power Shovels, Clamshells, Draglines, Backhoes and  
Gradalls {over seven (7) cu. yds. m.r.c.) {Assistant to  
Engineer required; an additional Assistant to Engineer is  
required if the shovel or dragline is electrically powered).

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ENGI0003-024 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR (09) Mechanic and Backhoe Loader Combo.....	\$ 49.93	30.38

ENGI0012-014 10/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
GROUP 12.....	\$ 65.99	34.70
GROUP 16.....	\$ 67.41	34.70
GROUP 17.....	\$ 67.91	34.70
GROUP 19.....	\$ 69.94	34.70
GROUP 20.....	\$ 70.55	34.70
GROUP 21.....	\$ 71.16	34.70
GROUP 22.....	\$ 71.92	34.70
GROUP 23.....	\$ 72.38	34.70

GROUP 12: Crane Operator (up to including 40 ton capacity)

GROUP 16: Crane Operator (over 40 tons up to and including 79 tons)

GROUP 17: Crane Operator (Including 80 tons up to and including 150 tons)

GROUP 19: Crane Operator (over 150 tons up to and including 200 tons)

GROUP 20: Crane Operator (over 200 tons up to and including 250 tons)

GROUP 21: Crane Operator (over 250 tons up to and including 300 tons)

GROUP 22: Crane Operator (over 300 tons up to and including 350 tons)

GROUP 23: Crane Operator (over 350 tons)

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ENGI0012-019 10/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe)		
Group 4.....	\$ 63.57	34.70
Group 8.....	\$ 64.29	34.70
Group 10.....	\$ 64.02	34.70
Group 12.....	\$ 64.19	34.70
Group 16.....	\$ 64.52	34.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

Group 4: Backhoe Operator (Mini-Max or similar type);  
Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs.)

Group 8: Backhoe Operator (up to an including 3/4 yd); (over 3/4 yd); Excavator Track/Rubber-Tired - (Operating Weight 21, 000 lbs. - 100, 000 lbs.)

Group 10: Backhoe Operator (over 5 cu. yds)

Group 12: Backhoe Operator (over 7 cu. yds); Excavator Track/Rubber-Tired - (Operating Weight 21, 000 lbs. - 100, 000 lbs.)

Group 16: Excavator Track/Rubber-Tired - (Operating Weight exceeding 200,000 lbs.)

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IRON0416-002 01/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 50.70	35.15

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IRON0433-002 01/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 46.20	34.30

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LAB00169-027 10/01/2024

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 33.95	16.30
(3) Concrete Saw (Hand Held/Walk Behind); Mason Tender - Cement/Concrete;...	\$ 34.20	16.30
(4) Pipelayer.....	\$ 34.45	16.30

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LAB00872-013 07/01/2025

	Rates	Fringes
LABORER		
(1) Landscape.....	\$ 38.53	33.41
(2) Asphalt Raker, Shoveler, Spreader and Distributor.....	\$ 38.74	33.41

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SUNV2014-031 09/08/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.26	0.00
ELECTRICIAN.....	\$ 38.02	13.40
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 49.59	7.48
OPERATOR: Mechanic.....	\$ 32.97	17.65
OPERATOR: Roller.....	\$ 41.60	12.77
TRUCK DRIVER: Dump Truck.....	\$ 31.77	4.16
TRUCK DRIVER: Water Truck.....	\$ 16.64	4.16

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.



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WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION  
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## Supplemental Condition #6

### **STATE MINIMUM HOURLY WAGE RATES**

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

# STATE OF NEVADA

JOE LOMBARDO  
GOVERNOR

DR. KRISTOPHER SANCHEZ  
DIRECTOR

BRETT K. HARRIS, ESQ.  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3340 WEST SAHARA AVENUE  
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FAX (775) 687-6409  
EMAIL: PUBLICWORKS@LABOR.NV.GOV

## 2026 PREVAILING WAGE RATES SOUTHERN NEVADA RURAL REGION

(ESMERALDA, LINCOLN, AND NYE)

**Amendment #02 Effective 1/8/26**

**OF DETERMINATION: October 1, 2025**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026**

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030(7), the wages so determined must be:

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

Pursuant to NRS 338.025, for determining the prevailing rate of wages pursuant to NRS 338.030, four prevailing wage regions are hereby established in this State as follows:

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

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

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

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

**As Amendments/Revisions are made to the wage rates, they will be posted within the corresponding region's prevailing wage rates.**

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**NRS 338.010(25) “Wages” means:**

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

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

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

**Job Descriptions for Recognized Classes of Workers**

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

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

**Zone Rates**

The zone rate has been added to each applicable craft.

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

**Craft: AIR BALANCE TECHNICIAN (Union Rate)**  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Air Balance Technician Journeyman.....	93.36
Air Balance Technician-Foreman <sup>1</sup> .....	99.35
Air Balance Technician-General Foreman <sup>2</sup> .....	105.33

**ADD ZONE RATE**

In addition to AIR BLANCE TECHNICIAN/SHEET METAL WORKER rates calculated on one-way drive miles using Google maps based on shortest distances from the City Hall of Las Vegas, Nevada:

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

**ADD PREMIUM PAY**

All work performed outside the regular working hours<sup>3</sup> and performed during the regular work week<sup>4</sup> shall be at one and one-half (1.5) times the straight time rate of pay. Sunday and Holidays shall be paid at double (2x) times the straight time of pay. When employees work more than sixty (60) hours in a work week it will be at double (2x) time.

**RECOGNIZED HOLIDAYS**

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, the Friday preceding shall be a recognized holiday. If a holiday falls on Sunday, the Monday following shall be a recognized holiday.

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 88 Collective Bargaining Agreement.

Manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all kitchen equipment, HVAC systems, air veyor systems, exhaust systems, and air-handling systems, regardless of material used including the setting of all equipment and all reinforcements in connection therewith.

All lagging over insulation and all duct lining.

Testing and balancing of all air-handling equipment and duct work.

The preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches.

Metal exterior wall systems, metal roofing and underlayment regardless of material used.

Any and all auditing, commissioning and testing, of all HVAC in connection with a building rating methods; detailing, shop fabrication, field installation and performance oriented tasks.

All other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

<sup>1</sup> General Foreman, Foreman and Stewards who maintain current First Aid/CPR Completion Certificates shall receive an additional Fifty Cents (\$0.50) over their base wage.

<sup>2</sup> General Foreman, Foreman and Stewards who maintain current First Aid/CPR Completion Certificates shall receive an additional Fifty Cents (\$0.50) over their base wage.

<sup>3</sup> Eight (8) hours between 6:00 am and 4:30 pm, except for the months of May 15 through September 15, in which 5:00 am may be the start time. Other start times must be approved.

<sup>4</sup> Five (5) consecutive eight (8) hour days, beginning on Monday and ending with Friday of each week.

Craft: ALARM INSTALLER (Non-Union Rate)<sup>1</sup>  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Alarm Installer.....81.87

**JOB DESCRIPTION:**

Includes but is not limited to:

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

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<sup>1</sup> Job description copied from O\*NET OnLine

Craft: BOILERMAKER (Non-Union Rate)<sup>1</sup>  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Boilermaker.....76.62

**JOB DESCRIPTION:**

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

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

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

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<sup>1</sup> Job description copied from O\*NET OnLine



Craft: BRICKLAYER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**  
**Effective Date: 1/8/26**

Bricklayer/Mason.....	74.83
Bricklayer/Mason Foreman 10 person.....	75.83
Bricklayer/Mason Foreman 11-20 person.....	76.83
Bricklayer/Mason Foreman 21-40 person.....	77.83
Bricklayer/Mason Foreman 41 or more persons.....	78.83
Bricklayer/Mason General Foreman.....	79.83

**ZONE PAY**

In addition to BRICKLAYER rates add the applicable amounts per hour, for travel on jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

Zone 1	0-40 Miles	Free Zone
Zone 2	41-50 Miles	\$40.00 per day
Zone 3	51-70 Miles	\$60.00 per day
Zone 4	Over 71 Miles	\$80.00 per day
*Boulder City and Primm are designated as free zones.*		

If requested by the Employer to stay the weekend when working on a job located over forty (40) miles from the City Hall of Las Vegas, Nevada: \$145.00 per day, during the weekend only.

**ADD PREMIUM PAY**

Standard work day is eight (8) continuous hours of work between the hours of 5:30 a.m. and 4:30 p.m. The first ten (10) hours performed on Saturday<sup>1</sup> shall be at one and one-half (1.5) times the straight time rate and all work performed thereafter shall be paid at double (2x)<sup>2</sup>. Sundays<sup>3</sup> and Holidays shall be paid at double (2x) the straight time of pay.

The normal starting time for the first shift shall be between 5:30-10:00 a.m. If two (2) work shifts are established, employees working on the second shift shall receive eight (8) hours times the basic straight time rate plus an additional fifty cents (\$0.50) per hour for each of those eight hours. If three (3) work shifts are established, the third shift shall consist of seven (7) hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents (\$3.25) for each of those seven (7) hours. Time worked in excess of seven (7) hours on the third shift shall be paid at the appropriate overtime rate<sup>4</sup>.

**RECOGNIZED HOLIDAYS**

The Employer agrees to recognize the following holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

<sup>1</sup> Regardless of whether the Employer has already made forty (40) hours of work available during the preceding work week

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

<sup>3</sup> If the employee did not work forty (40) straight time hours in the preceding week that employee shall be paid at one and one-half (1.5) the hourly wage rate for that portion of the Sunday work required to reach forty (40).

<sup>4</sup> One and one-half (1.5) the straight time rate.

**JOB DESCRIPTIONS** Excerpt from Bricklayer and Allied Craftworkers Local Union No. 13 Collective Bargaining Agreement.

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

The laying of brick made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial and residential buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns; in mines or fortifications, and in all underground work, such as sewers, telegraph, electric and telephone conduits; including the installation of substitutes for brick such as all carbon materials, Karbate, Impervite or mixtures, all acid resistant materials, all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 8, C, of this Code.

All cutting of joints, pointing, cleaning and cutting of brick walls, fireproofing, block-arching, terra cotta cutting and setting, the laying and cutting of all tile plaster, mineral-wool, cork blocks and glass masonry, or any substitute for above materials, the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay or cement, or any substitute material used for the above purpose, the cutting, rubbing and grinding of all kinds of brick and the setting of all cut stone trimmings on brick buildings, and the preparation and erection of plastic, castables or any refractory materials.

Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing categories; all waterproofing and black mastic waterproofing, silicone and/or substitutes sandwiched between masonry units in the interior of the wall.

All terra cotta called unit tile in sizes over 6"x12" regardless of method of installation; all quarry tile over 9"x9"x1 1/4" in size; split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing same.

All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures; all clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta and like materials in sizes larger than 6"x12", regardless of the method of installation. Where the preponderance of material to be installed is of the above size, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install all such materials. Brick paving comes under bricklayers' trade classification.

The preparation, setup, calibration, loading operation, cleaning, and routine maintenance of any mechanical devices, automated or semiautomated systems, lasers, robotics or any other emerging technologies that are use to, including but not limited to, install, cut, set, lay, level, range, plumb, align, anchor, fasten, secure, point, joint, grout, fill, grind, polish, seal, clean, repair, replace, or store masonry units, materials and surfaces, or that otherwise assist the mason in performing any of the work prescribed in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allowed proper installation of masonry units and materials.

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

Carpenter Journeyman.....	79.52
Carpenter Welder .....	80.52
Carpenter Foreman.....	84.57
Carpenter General Foreman.....	90.13

**ADD ZONE RATE**

In addition to CARPENTER rates, add the applicable amounts per hour, calculated from the intersection of Maryland Parkway and Charleston Boulevard in Las Vegas, NV:

Zone 1	0 to 50 Miles	\$0.00
Zone 2	Over 50 Miles	\$5.00
Zone 2 Carpenter Welder	Over 50 Miles	\$6.00

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift<sup>1</sup> shall be at the rate of time and one-half (1.5x). Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1.5x). All additional Saturday hours, Sundays, and holidays shall be the rate of double time (2x).

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION** Excerpt from Nevada Contractors Association and Southwest Mountain States Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

Building, heavy highway, and engineering construction, including the construction of, in whole or in part, or improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of equipment, and facilities, used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances which are incidental thereto, or the installation, operation, maintenance and repair equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Section.

<sup>1</sup> Regular constituted shift is eight (8) consecutive hours, exclusive of the meal period...between the hours of 2:00 a.m. and 5:00 p.m.

The Contractor shall construct all wood panel forms, and frame walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

Any wood panel forms that are constructed by the carpenters under the provisions of this Agreement may be reused on any jobsite by any Contractor.

Any modifications of wood panel forms shall be performed only under the provisions of this Agreement.

The provisions of this Agreement shall apply to all standard manufactured commercial brand forms for the placement of concrete where field assembly and disassembly is required. The installation, stripping, and disassembly of forms, which may be reused on any jobsite by any contractor and shoring, will be in accordance with the provisions of this Agreement.

This Agreement shall cover all work in connection with Hico and similar type beams including, but not limited to the unloading, carrying, spotting and stacking the initial delivery, the installation, and stripping and removing of Hico shores.

This Agreement shall cover all work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation, and removal.

This Agreement shall cover all work in connection with Beam Sides and Beam Soffits, including, but not limited to the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

This Agreement shall cover all concrete form work, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms and the operation of the fork lift, Leod, Pettibone or mobile equipment to perform all of the above work. This agreement also covers concrete floor polishing.

This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit Exterior Insulating Finish Systems, (EFIS) or any other system of panels that is attached to the interior or exterior of any building or structure; any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system; and any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work. This Agreement shall include theming work utilizing the materials mentioned above. This Agreement shall cover all types of exhibit work traditionally performed by carpenters.

The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication whether performed at the jobsite or a panelization compound of any and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or "pop-outs", i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EFIS foam thicknesses and thereby comply with local codes for EFIS curtain walls.

Pre-fabrication of materials outside this agreement is permissible under the following situations:

Custom or specialty non-linear trims, such as ornate column bases, capitals, medallions, and so forth may be all or partially framed outside this agreement if the framing itself is required to affect the assembly of applicable profiled elements thereon for the purpose of shipment to the jobsite; and also, where EPS (foam) profiles or elements are desirable to compete with more costly exterior elements such as GFRC and FRP.

Where contractors are bidding against non-union contractors who have access to prefabricated products and such products would make unionized contractors noncompetitive and endanger their prospects of successfully competing for a job. In such cases, this waiver shall be processed by the Work Preservation Committee.

This Agreement shall cover all work in connection with tilt-up slabs, including but not limited to, benchmarks, lay out, setting of all forms, block outs, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused), rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also, to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift to perform all of the above work.

This Agreement shall cover all work in connection with the hoisting of materials, which are to be used by the carpenters including but not limited to the rigging, guiding, and handling.

This Agreement shall cover all work in connection with self-supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling. Building, erecting and dismantling of any and all motorized or mechanical mast climbing and swinging stage type scaffolds for multi-craft use. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the carpenters.

This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best efforts to ensure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

The carpenters claim installation of metal studs, metal frames, including siding attached thereto, architectural metal and decorative metal panels, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

The carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines and all open cut and cover construction projects. The carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly, and installation and removal of timber decking.

Fences constructed of wood, insulation installation, drywall and lathing work is covered in this Agreement and is considered as bargaining unit work, performed under all the terms and conditions of this Agreement.



Drywall work, as defined in the Nevada Drywall Master Agreement, and which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the Nevada Drywall Master Agreement between the Southwest Mountain States Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association or the Painting and Decorating Contractors of America. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agreement. As of July 1, 2007, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement and, additionally, to any other Drywall Trust Funds that may be negotiated.

All drywall work including, but not limited to: The installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceilings materials regardless of method or manner of installation.

All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith. Carpenters shall manage all scrap materials associated with their work.

No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed, or intended.

It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Section. This agreement also covers the installation of decorative metal and any type of metal panel.

The installation, erection, and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making, and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

The nailing, tying, cutting, welding, and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

The placing, handling, moving and erection of all materials, which fall within the description of work, set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds or other patented scaffolding.

The work shall include all types of wood flooring of any size, shape, or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, handrail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations. In addition to wood flooring, this Agreement shall also cover all types of floor coverings and treatments, including the application of terrazzo and concrete polishing.

This Agreement shall cover all work necessary to repair, adjust, or modify Carpenter scopework including any precision demolition associated with such work.

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

Cement Mason.....	72.26
Cement Mason – Foreman.....	77.49
Cement Mason – General Foreman .....	80.10

**ADD ZONE RATE**

In addition to CEMENT MASON rates, add the applicable amounts per hour, calculated based on a radius from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 Miles	\$0.00
Zone 2	Over 50 Miles	\$5.00

**ADD PREMIUM PAY**

The first two (2) hours worked outside the regularly constituted shift<sup>1</sup> shall be at the rate of time and one-half (1.5x). All additional hours shall be at the rate of double (2x) time. On Saturday work, the first ten (10) hours shall be at time and one-half (1.5x) and all additional hours at double (2x) time. Sundays and Holidays shall be at double (2x) time. All hours worked after ten (10) hours are at the rate of double (2x) time Monday through Saturday. For employees working on a properly established shift of ten (10) hours per day, four (4) days per week, any work performed outside the established four (4) ten (10) shift will be paid at the applicable overtime rates as described.

**SHIFT DIFFERENTIAL**

For employees on a second shift, all hours worked in excess of seven and one-half (7.5) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

**RECOGNIZED HOLIDAYS<sup>2</sup>**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day.

**JOB DESCRIPTIONS:** From the Master Labor Agreement between Southern Nevada Cement Masons & A.G.C./N.C.A./U.B.C.A., OP&CMIA Local 797.

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

All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.

All concrete construction such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the placing, pouring and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of

<sup>1</sup> Eight (8) consecutive hours, exclusive of meal period, between the hours of 2:00 a.m. and 5:00 p.m., Monday through Friday

<sup>2</sup> If any holiday falls on Sunday, the Monday following shall be considered a legal holiday.



all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operations of laser screeds, roller screeds and any other mechanical screeds, all power driven floats and troweling machines shall be that of the Cement Mason. Cement Masons shall perform all mastic flooring work, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic, tile, and all other types of resilient floor covering.

Cement Masons shall perform the placing with material hose or chute or other device, screeding and finishing of all concrete and pervious concrete surfaces (including gunite, shotcrete and the handling of the cement gun or nozzle), underlayment, overlayments, the stamping, coloring, sealing, curing, waxing, broadcasting of colored stone chips, powdered steel, or coloring powder on concrete, including decorative finishes such as stenciling, staining, dyeing, densification, concrete polishing, sand blasting, grinding and the washing of all concrete construction. The forming and construction involved with any concrete countertop work (including additives and mosaics such as but not limited to glass and specialty aggregates and exposed aggregate). The use of any color pigment when mixed with cement base material including all specialty finishes such as acids staining, alcohol stain, etc., in any other form; mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with Cement Masons' trade. All custom and specialty imitation finishes, including but not limited to all ceramic materials, custom rock, brick and block veneer, limitation marble, stone, wood and any other limitation theme. All concrete repair, restoration and inspection work whether architectural or structural, including but not limited to coatings of cement and epoxy coatings of cement based, epoxy and urethanes, injections of epoxies and other repair materials and the use of fiber wrap and other materials used for the structural repair and renovation. Caulking of any type will be the work of the cement mason. Cement Masons shall have jurisdiction over the setting, building, fabricating and installation of all forms, perimeter forms, screeds, bulkheads, batter boards, pour strips, camfer strips for the purpose of containing, shaping or molding concrete, grout, epoxy grout, or any exotic or cement based material on a given line, shape or grade regardless of the composition of the form material. Formwork shall include but not be limited to foundations, sidewalks, curbs and gutters, steps, catch basin and drain inlets, walks, decks, stoops, approaches, etc. and shall include the preparation and setting of all screeds or lines and the use of the level, laser level, transit and builders level in connection with the forming, placement and finishing of all concrete and cement based surfaces or any other method used to determine grade elevation or line. Setting lines for concrete road machines and curb & gutter machines.

The mixing, placing, rodding, spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material shall be the work of Cement Masons, all preparatory work on concrete construction to be finished, rubbed, such as sand blasting, cutting of nails, wires, wall ties, etc. All concrete repair processes including below grade and underground including the repair or modification in horizontal or vertical pipe, all vault pouring, pipe banding and shafting, patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or hand, diamond or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms and all glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete and all concrete segments such as tilt wall and pre-cast. The laying and finishing of Gypsum Material Roof. All dry packing, damp packing, pouring of grout, grouting and the pouring, mixing, handling, placing and pumping of all liquid grouts, epoxy grouts, damming or backer rod, caulking including all prep work for caulking, forming and operation of pressure pots in connection with all grouting operations as well as any finishing where required, and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, base plates, column plates, pipe restraints and so forth, which is set on concrete foundations. Grouting of window and door frames shall be the work of the Cement Mason. The saw cutting, scoring of joints, architectural cuts, the use of soft cut machines for construction joints, expansion or control or the cutting of any line that will be finished back to in old or new concrete shall continue to be the work of the Cement Mason.

All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing, patching and paint prep of same. The finishing of all concrete surfaces by sandblasting, the washout method, bush hammering or any other method and the sealing of these same surfaces shall be the work of the Cement Mason.

The curing of finished concrete, pervious concrete and grouting, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.

All scarifying of concrete and underlayment/overlayments, for any purpose including but not limited to bush hammering, needle grinding, water blasting, air blasting, bead blasting and sanding.

The placing, spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, shall be the work of the Cement Mason: including all types of oxychloride granolithic, resinous, epoxy, m m a (or similar product) and terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; the mixing, handling and application of any and all bonding agents by any means or methods; bonding; the preparation and all installation of ground or base courses, steps and cove base. All magnesite composition installation work of the OPCMIA shall be done under the supervision of a competent and qualified Cement Mason.

The waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plaster weld and any similar products, regard less of the tools used or the method of application, or color of materials used, and regard less of the type of base these materials may be applied to.

All work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Cement Masons shall perform any and all work and use any and all new materials or techniques involved in cement construction including but not limited to what is known as green or sustainable construction technology.

**Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)**  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Installer/Technician.....	62.50
Senior Installer/Technician.....	87.10
Installer/Technician Foreman.....	92.73
Installer/Technician General Foreman .....	99.36

**ADD ZONE RATE**

In addition to ELECTRICIAN-Communication Technician rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1	0 to 25 miles	\$0.00
Zone 2	25 to 55 miles	\$3.50
Zone 3	56 to 85 miles	\$4.50
Zone 4	Anything over 85 miles	\$8.50

**ADD PREMIUM PAY**

One and one-half times (1.5x) the regular straight time rate of pay<sup>1</sup> and one and one-half times (1.5X) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over eight (8) worked in a single day or a shift.

Double times (2x) the regular straight time hourly rate and double (2x) the hourly amount of the fringe benefit rate shall be paid:

1. For all hours worked over twelve (12) hours in a single shift.
2. For any hours worked on a Saturday, Sunday, or Holidays from midnight to midnight.
3. For all hours worked by an employee in a week in which the employer has not established a regular five-day work week daily shift.

**HIGH TIME**

All employees working within five (5) feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (0.5) the straight time hourly rate.

**FULL PROTECTIVE GEAR**

Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

**SHIFT DIFFERENTIAL**

Second Shift (Swing)<sup>2</sup> will be paid a premium of 15% for all hours worked.

Third Shift (Graveyard)<sup>3</sup> will be paid a premium of 30% for all hours worked.

**RECOGNIZED HOLIDAYS**

New Year's Day, Martin Luther King Jr. Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 357, IBEW.

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<sup>1</sup> Base rate of pay

<sup>2</sup> Eight (8) consecutive hours between 4:30 p.m. and 1:00 a.m.

<sup>3</sup> Eight (8) consecutive hours between 12:30 a.m. and 9:00 a.m.

Installation, maintenance, service and testing of all apparatus, fire alarm systems and interconnection cables, including fiber optics and/or ethereal aid associated with systems utilizing the transmission including ultra-high frequencies, video, and digital for the commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background music, intercom and telephone interconnect, inventory control systems, microwave transmission, Halon systems, CO2, FM200, intergen, also all other suppression systems, multi-media, multiplex, PCM (Pulse Code Modulation), SCADA (Supervisory Control and Data Acquisition), DAS (Distributed Antenna Systems), nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems, and data systems that transmit or receive information and control and all other systems which are intrinsic to the above listed systems.

Installations of raceway systems are not covered under the terms of this Agreement (excluding Ladder Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems. Removal and discarding of all packaging and waste materials related to the above scope of work, excluding demolition waste.

#### **Senior Technician**

Pull cable, install and trim devices, terminate loops, circuits or other data gathering points. Terminate energized main control panels, racks or other head end equipment as well as test all circuits from the field to the main control panels and/or equipment. A senior technician will supervise and coordinate all work under this Agreement.

#### **Installer Technician / Installer Technician**

Pull cable, trim devices, terminate loops, circuits or other data gathering points. Terminate non-energized main control panels, racks, or other head end equipment, as well as test all circuits from the field device to the non-energized panels and / or equipment. The Installer Technicians and Installer Technician Apprentices shall not energize, or work on any energized circuits, loops or equipment, except under the direction of the onsite Senior Technician.

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

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

Groundman.....	55.58
Lineman.....	84.32
Foreman.....	93.00
General Foreman.....	101.89
Heavy Equipment Operator.....	68.33

**ADD PREMIUM PAY**

Double time (2x) the straight time rate<sup>1</sup> of pay for all work performed outside of the regular scheduled workday<sup>2</sup> in a work week<sup>3</sup>.

**SHIFT WORK:**

Second shift (swing)<sup>4</sup> shall receive plus ten percent (10%) for seven and one-half (7.5) hours of an eight (8) hour shift.

Third shift (graveyard)<sup>5</sup> shall receive plus fifteen percent (15%) for seven (7) hours of an eight (8) hour shift.

**RECOGNIZED HOLIDAYS**

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Western Line Contractors NECA and Local Union 396, IBEW.

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

Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.

Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coillable conduit), the placing of fish

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<sup>1</sup> Base rate of pay

<sup>2</sup> Workday is eight (8) hours between 7:00 a.m. and 3:30 p.m. Upon mutual agreement, the hours and start times may be changed.

<sup>3</sup> Work week is five (5) days' work Monday through Friday. Upon mutual agreement, the hours and days may be changed.

<sup>4</sup> Between 4:30 p.m. and 12:30 a.m.

<sup>5</sup> Between 12:30 a.m. and 8:00 a.m.

wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

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

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

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

**Craft: ELECTRICIAN – NEON SIGN (Union Rate)**  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician Neon Sign Journeyman.....	69.68
Electrician Neon Sign Foreman.....	71.68
Electrician Neon Sign Truck Foreman supervising (4) or more.....	74.18

**ADD PREMIUM PAY**

One and one-half (1.5) the regular straight time hourly rate shall be paid: For all hours worked over eight (8) hours in one day or shift, either before or after the shift. For up to eight (8) hours worked on Saturday from midnight to midnight.

Double (2x) the regular straight time hourly rate shall be paid for all time: For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday. For all hours worked in excess of eight (8) hours on Saturday. For all hours worked Sundays or Holidays<sup>1</sup>.

**HIGH TIME** (Working at heights)

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

**SHIFT DIFFERENTIAL**

Second Shift (Swing)<sup>2</sup> will be an additional \$1.25 per hour.

Third Shift (Graveyard)<sup>3</sup> will be an additional \$1.50 per hour.

**RECOGNIZED HOLIDAYS**

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve ½ day (4 hours), Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 357, IBEW.

Installing, servicing and repairing plastic, neon and illuminated signs.

Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction.

Wiring, rewiring or removing defective parts and installing new parts using electrician's tools.

Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair.

<sup>1</sup> The following Monday shall be observed when a holiday falls on Sunday. Holidays falling on Saturday shall be observed the preceding Friday.

<sup>2</sup> Eight (8) continuous hours between 12:00 pm and 11:30 p.m.

<sup>3</sup> Eight (8) continuous hours between 8:00 p.m. and 7:30 a.m.



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

Wireman.....	86.46
Wireman-Cable Splicer.....	86.98
Wireman Foreman.....	93.13
Wireman General Foreman.....	99.79

**ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman rates, add the applicable amounts per hour, calculated based on a radius from City Hall of Las Vegas:

Zone 1	0 to 25 miles	\$0.00
Zone 2	25 to 55 miles	\$3.50
Zone 3	56 to 85 miles	\$4.50
Zone 4	Anything over 85 miles	\$8.50

**ADD PREMIUM PAY**

One and one-half (1.5) times the regular straight time<sup>1</sup> rate of pay and one and one-half (1.5) the hourly amount of the fringe benefit rate shall be paid for all hours worked over eight (8) hours in a single day or shift.

Double (2x) the regular straight time hourly rate and double (2x) the hourly amount of the fringe benefit rate shall be paid: for all hours worked over twelve (12) hours in a single day or shift; for any hours worked on Saturday, Sunday, or Holidays from midnight to midnight; for all hours worked by an employee in a week in which the employer has not established a regular five-day work week daily shift.

Wiremen when welding shall be paid a premium of five percent 5% over their normal rate of pay.

HIGH TIME: All employees working within five (5) feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (0.5) times the straight time hourly rate.

FULL PROTECTIVE GEAR: Employees required to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and full face respirator shall receive ten percent (10%) above their rate of pay.

**SHIFT DIFFERENTIAL**

Second Shift (Swing)<sup>2</sup> will be paid a premium of 15% for all hours worked.

Third Shift (Graveyard)<sup>3</sup> will be paid a premium of 30% for all hours worked.

**RECOGNIZED HOLIDAYS**

New Year's Day, Martin Luther King Jr. Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Southern Nevada Chapter NECA and Local Union 357, IBEW.

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<sup>1</sup> Base rate of pay

<sup>2</sup> Eight (8) consecutive hours between 4:30 p.m. and 1:00 a.m.

<sup>3</sup> Eight (8) consecutive hours between 12:30 a.m. and 9:00 a.m.



Workmen employed under the terms of this Agreement shall perform all electrical electronic construction, installation or erection work and all electrical-electronic maintenance thereon, including the final running tests.

This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heating and power equipment.

This agreement covers the installation, construction and maintenance of any electrical system that is covered by the National Electrical Code. The contractor and the workers employed under the terms of this agreement shall perform the following work: Blueprint reading, layout, the handling, moving and installation and/or removal of all electrical or electronic material, equipment or apparatus including rigging, forklift operations, movement and transport of all electrical equipment and material by any means; install all raceways, temporary or permanent whether inside, outdoors, underground, concealed, surface or overhead, and poles specifically used to support electrical fixtures or equipment. Raceways are to include any enclosed metallic or nonmetallic materials and their encasement, designed expressly for holding electrical wires, cables or bus bars and the support thereof. The installation of bonding and grounding systems, lightning protection, cathodic protection, current carrying conductors, fiberoptic conductors, cables, pull ropes or wires and the operation of equipment to install such; energized or de-energized systems; all electrical or electronic construction and erection work; installation and connecting of motors, controllers, generators, all lighting fixtures, supports and controllers. The work shall also include installing temporary lighting, landscape lighting, lighting systems and the adjusting, focusing or refocusing thereof. Installation of all electrical and electronic equipment, electronic systems, communication systems, photo-voltaic systems, solar and wind generating systems, fire alarm, voicedata-video systems, audio, security, CCTV, and surveillance with all related control wiring, terminations and devices, up to and including the final running test and any related instrumentation work. Such work as welding, heat stress for welds, burning, brazing, bending, drilling and shaping of all copper, channel iron, angle iron, I beams and brackets to be used in connection with the installation and erection of electrical wiring or equipment. The installation and maintenance of all temporary wiring and of all electrical lighting, heating, power equipment and generating systems. The cutting, threading, bending of all conduit whether metallic or non-metallic, by hand or machine and installation of such conduit.

The work also covers the installation of street lighting, traffic signals and intelligent transportation systems and all associated work. Removal and discarding of all packaging and waste materials related to the above scope of work, excluding demolition waste. All work, including medium voltage (15KV), of joining, splicing, and insulating, and the placing of flame proof covering where wiped lead joints are necessary, shall be performed by cable splicers. Journeymen only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another journeyman. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

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

Elevator Constructor-Journeyman Mechanic.....	109.47
Elevator Constructor-Journeyman Mechanic In Charge.....	118.15

**ADD ZONE RATE**

In addition to Elevator Constructor Mechanic and Elevator Constructor Mechanic in Charge rates, add the applicable amounts per day, calculated based on a radius from City Hall of Las Vegas:

Zone 1	0 to 15 miles	\$0.00
Zone 2 - Mechanic	15 to 25 miles	\$48.715
Zone 2 – Mechanic In Charge	15 to 25 miles	\$53.055
Zone 3 – Mechanic	25 to 35 miles	\$97.430
Zone 3 – Mechanic in Charge	25 to 35 miles	\$106.110
Zone 4 – All Constructors	35 miles and beyond	\$104.145 <sup>1</sup>

**ADD PREMIUM PAY**

Work performed on Saturdays, Sundays, holidays, and before and after the regular working day<sup>2</sup> shall be classed as overtime and paid at double (2x) the rate of single time.

**RECOGNIZED HOLIDAYS<sup>3</sup>**

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

**JOB DESCRIPTION:** Excerpt from Agreement of International Union of Elevator Constructors Local 18.

Renewal of all ropes.  
Renewal of brake linings (except small machines).  
Shortening of all hoisting and counterweight cables.  
Replacement of any traveling cable exceeding 50 feet in length.  
Safety test where test weights are required.  
Replacement of crosshead, counterweight or deflector sheave bearings.  
Rescoring of sheaves or drums.  
Replacement of worm and gears.  
Rebabbiting of bearings.  
Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed.  
Adjusting or readjusting using test weights.  
Realigning guide rails.  
Replacing crossheads, stiles, safeties or equalizers.  
Hoistway door closers with hydraulic or pneumatic checks.  
Installing sound isolation.  
Replacement of door hangers (except for freight bi-parting doors).  
All door closer work (except for freight biparting doors).  
Rewiring car switches, governors and selectors or any other apparatus in the car.  
Refastening guide rails.  
Replacing or repairing car floor covering.

<sup>1</sup> Paid for seven (7) days if the Constructors return any day the following week.

<sup>2</sup> Eight (8) consecutive hours with an unpaid lunch period, between 6:00 a.m. and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive.

<sup>3</sup> When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

Rewiring or reinstalling limit switches.  
Replacing automatic rail or track oilers.  
Armature repairs.  
Renewing of car shoes or roller guides.  
Repairs to cab or car gate. Renewal of motor bearings.  
Replacing thrust bearings.  
Rewiring controllers.  
Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team): Proximity devices (door protection only).  
Emergency lighting (battery chargers and lights).  
Braille Plates.  
Telephones/Communication Devices (with existing wiring and box in place).  
Fixture Cover Plates (no wiring).  
Key switches/Security devices (with existing wiring, excluding full Fireman's Service Operation). Controller Wiring Changes (minor changes).  
Fixture Replacement (in existing locations only).  
Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.  
The replacement of equipment on existing elevator installations.  
When escalators are prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less), the work shall not be classed as repair work. When escalators are prepared and/or disassembled for cleaning, etc., purposes as mentioned above, and any replacement and/or repairs requiring more than one (1) hour, only the replacement and/or repairs shall be classed as repair work. When escalators are prepared and/or disassembled primarily for replacement and/or repairs, all work shall be classed as repair work.

Craft: FENCE ERECTOR (Union Rate)

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

**[SEE LABORERS GROUP 1](#)**

Craft: FIELD SOILS AND MATERIAL TESTER  
BUILDING/CONSTRUCTION INSPECTOR  
(Union Rate)

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

Group 1.....	98.48
Group 2.....	100.26
Group 3.....	102.26

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, CRANES, PILEDRIVING, & HOISTING EQUIPMENT, SURVEYOR AND TUNNEL** rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 60 miles	\$4.00
Zone 3	60 miles and over	\$4.50

**ADD PREMIUM PAY**

All time worked before 5:00 A.M. and after 4:30 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal periods, and all work performed on Saturdays, Sundays, and holidays, shall be paid at the applicable overtime rate. Overtime: First four (4) hours outside the regularly constituted shift<sup>1</sup> shall be at the rate of time and one-half (1.5). All additional hours shall be at double (2x) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1.5), and all additional hours at double (2x) time. Sundays shall be double (2x) time. Holidays shall be double (2x) time.

Tool Allowance: all Heavy Duty Repairmen or Heavy Duty Repairman Combinations will receive an additional one dollar and 50/100 (\$1.50) per hour tool allowance.

Operators on Hoists with Three (3) Drums will receive an additional fifty cents (\$0.50) per hour added to the regular rate of pay and become the base rate for the entire shift.

Hazardous Material Pay: Two dollars (\$2.00) per hour will be added to the wage rate.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day and the first (1<sup>st</sup>) Saturday, following the first (1<sup>st</sup>) Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. If Christmas or New Year's should fall on a Saturday, the Friday preceding shall be considered a holiday.

**JOB DESCRIPTION** [See Operating Engineers](#)

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<sup>1</sup> The starting time of single shifts shall be at 5:00 A.M., 5:30 A.M., 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M., or 8:00 A.M., Monday through Sunday. Starting Time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Written notice shall be given.

Craft: FLAG PERSON (Union Rate)

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

**[SEE LABORERS GROUP 1A](#)**

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

Floor Coverer Journeyman.....	66.87
Floor Coverer Foreman.....	76.90

**ADD PREMIUM PAY**

One and one half (1.5) the regular straight time hourly rate shall be paid: For the first three (3) hours worked over eight (8) on a regular five (5) day week<sup>1</sup>. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time: For all hours worked beyond eleven (11) hours. For all hours worked on Saturday beyond eight (8) hours. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

Work performed on Labor Day shall be paid at a rate of two and one half (2.5) times.

**RECOGNIZED HOLIDAYS<sup>2</sup>**

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

**SHIFT DIFFERENTIAL<sup>3</sup>**

All work performed between the hours of 8:00 p.m. and 4:00 a.m. will be compensated at 20% per hour in addition to the applicable wages. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**JOB DESCRIPTION:** Excerpt from Floor Coverers Local 1512 Master Agreement between Painters and Allied Trades DC 16 and Nevada Contractors Association.

The installation of resilient flooring, wall, ceiling and countertop materials commonly referred to as carpet, linoleum, vinyl, rubber, cork, asphalt, vinyl composites, synthetic grass, wood, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile, or liquid form;

Installation on floors, walls, ceilings, stairs, countertops, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, area ways, all other like or similar applications, whether permanent or temporary;

Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floorcovering industry;

Preparatory removal of floorcovering, wallcovering, adhesive and underlayments. The sanding, patching, sealing, and priming of the installation surface;

Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds, or any material used as a base for the finished surface;

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<sup>1</sup> The normal workweek for each employee will be forty (40) hours per week, Monday through Friday.

<sup>2</sup> A holiday that falls on Sunday shall be observed the following Monday. A holiday falling on Saturday shall be observed the preceding Friday.

<sup>3</sup> The workday shall be eight (8) consecutive hours between 4:00 a.m. and 8:00 p.m.

Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless strip, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging, and all other accessories, and related sundries;

Repair, finishing, coating, sculpturing, banding, insets, and such other processes relating to the industry;

Installation of decorative moldings and accessories attached with adhesive such as those manufactured by Johnsonite and other manufacturers.

The loading, unloading and operation of work trucks utilized by employees classified herein. Such vehicles shall be defined to mean those that are driven from the shop to the job and from job-to-job and job-to-shop and which remain at the job site while the employees are engaged in the performance of work covered by the contract.

It shall further cover and apply to the stocking and handling of all material herein above listed after the first unloading by common carrier.



Craft: GLAZIER (Non-Union Rate)<sup>1</sup>  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Glazier Journeyman.....35.25

**JOB DESCRIPTION:**

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

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<sup>1</sup> Job description copied from O\*NET OnLine

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

**[SEE LABORERS GROUP 1](#)**

Craft: Hod Carrier-Brick Mason Tender (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

**[SEE LABORERS GROUP 3](#)**

Craft: Plasterer Tender (Union Rate)  
(Formerly known as Hod Carrier-Plasterer Tender)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

**[SEE LABORERS GROUP 8](#)**

Craft: Ironworker (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**  
**Effective: 1/8/26**

Ironworker - Journeyman.....	89.37
Ironworker - Foreman.....	94.56
(Foreman-not less than 10% more than the regular hourly rate of highest paid Journeyman)	

**ADD ZONE RATE**

In addition to IRONWORKER rates, add the applicable amounts per day, calculated based on a road mile from the Las Vegas City Hall in Las Vegas, Nevada:

60 – 75 miles	\$20.00 per day
75 – 100 miles	\$25.00 per day
100 miles and over	\$75.00 per day

**ADD TRAVEL REIMBURSEMENT**

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

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

**ADD PREMIUM PAY**

One and one half (1.5) the regular straight time hourly rate shall be paid: For the first two (2) hours worked in excess of eight (8) on a regular workday<sup>1</sup>, Monday through Friday. For the first eight (8) hours on Saturday.

Double the regular straight time hourly rate shall be paid for all time: For all hours worked over ten (10) hours in one day or shift. For any hours worked on Sunday. For all hours worked over eight (8) on Saturday. For all hours worked on Holidays.

**SHIFT DIFFERENTIAL**

Second shift<sup>2</sup> add 6% of hourly wage

Third shift<sup>3</sup> add 13% of hourly wage

**RECOGNIZED HOLIDAYS**

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

**JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers, Local 416.

All work in connection with field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail,

<sup>1</sup> Eight (8) hours shall constitute a day's work from 5:00 a.m. to 5:00 p.m. from Monday through Friday inclusive.

<sup>2</sup> Shall not start later than 5:30 p.m.

<sup>3</sup> Shall not start later than 2:30 a.m.

aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings, the erection and installation of playground equipment to include bolting, fastening, welding of swings, slides, jungle gyms, footings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated

spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, abeleways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work, excluding any independent 3rd party surveyor work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

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

Craft: Laborer (Union Rate)

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

Journeyman	
Group 1.....	72.12
Group 1A.....	70.62
Group 2.....	72.33
Group 3.....	72.43
Group 3A.....	73.43
Group 4.....	72.52
Group 5.....	72.62
Group 6A.....	85.28
Group 6B.....	84.78
Group 6C.....	84.53
Group 6D.....	85.14
Group 6E.....	84.78
Group 6F.....	91.24
Group 7.....	72.43
Group 8.....	73.52
Foreman	
Group 1.....	75.97
Group 1A.....	74.32
Group 2.....	76.20
Group 3.....	76.31
Group 3A.....	77.41
Group 4.....	76.41
Group 5.....	76.52
Group 6A.....	90.45
Group 6B.....	89.90
Group 6C.....	89.62
Group 6D.....	90.30
Group 6E.....	89.90
Group 6F.....	97.01
Group 7.....	76.31
Group 8.....	77.51
General Foreman	
Group 1.....	80.21
Group 1A.....	78.39
Group 2.....	80.46
Group 3.....	80.58
Group 3A.....	81.79
Group 4.....	80.69
Group 5.....	80.81
Group 6A.....	96.14
Group 6B.....	95.53
Group 6C.....	95.22
Group 6D.....	95.97
Group 6E.....	95.53



Group 6F.....	103.35
Group 7.....	80.58
Group 8.....	81.90

### **ADD ZONE RATE**

In addition to: Laborer rates add the applicable amounts per hour, calculated based on a miles from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 miles and Over	\$5.00

### **ADD PREMIUM PAY**

All time worked in excess of eight (8) hours, exclusive of lunch period, in a twenty-four (24) hour period or all time worked in excess of forty (40) hours per week, and all time worked before 4:30 a.m.<sup>1</sup> and after 4:30 p.m., and all work performed on Saturdays, Sundays, and holidays shall be paid at the applicable overtime rate. The first three (3) hours worked outside the regular constituted shift<sup>2</sup> shall be at the rate of time and one half (1.5x). All additional hours shall be at double (2x) time. On Saturday work, the first ten (10) hours shall be time and one half (1.5x) and all additional hours at double (2x) time. Sundays and holidays shall be at double (2x) time.

### **PROTECTIVE GEAR**

An additional fifty cents (\$0.50) per hour above base recognized group rates when wearing protective suit or respirator.

### **RECOGNIZED HOLIDAYS<sup>3</sup>**

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

**JOB DESCRIPTION:** From Labor-Management Construction Agreement between Nevada Contractors Association and Laborers International Union of North America No. 872.

All watchmen, flagmen (all crafts), fire watchmen, traffic control person, including the operation of appropriate vehicles, laborers, construction specialists, concrete specialists, foremen (general, grade, pipe, concrete, forms, seeding, asphalt, clearing and grubbing, clean-up stone-laying) in the performance of: the laying of all types of pipe and conduit; the spreading, and pouring and raking and tamping of all asphalt and concrete materials and the bull floating (strike off) of all concrete; the laying of all types of stone or manufactured curb, rip-rap, paving blocks, concrete blocks (paving), slope paving, Belgium Block; assembling and placing of Gabion and all similar types of baskets; the handling, loading and unloading and stringing of all materials, the handling, loading and stringing of all wood products by hand or power; the sharpening of all air tool bits and drills and bull points; laying, spreading and storing of all tarpaulins, the operation and maintenance of Bo Mag Rollers; (tending of all Crafts regardless of work being performed in Southern Nevada by any and all methods; any and all types of heaters, fans, air conditioners, or other cooling devices to be tended, handled and fueled by laborers at all times; the handling, laying and placing of forms used for curbing, gutters, roads, and sidewalks and the stripping of same, the placing, setting and maintenance of all flares, blinker lights and reflectors; the cutting and chipping of all joints; the handling, loading, unloading, distributing and erecting of chain-link fence; handling and erecting of wire fence;

<sup>1</sup> An early start time may be worked between the hours of 2:00 a.m. and 5:00 a.m. when concrete pour crews work in connection with another craft.

<sup>2</sup> Eight (8) consecutive hours, exclusive of lunch period, between 4:30 a.m. and 4:30 p.m., shall constitute a day's work, [and] forty (40) hours, Monday 4:30 a.m. through Friday 4:30 p.m., shall constitute a week's work.

<sup>3</sup> If any holidays should fall on Sunday, the Monday following shall be considered a holiday.

overhead signs; handling and moving all furniture; handling and placing of wire mesh on roads and bridges; guard rails; the sandblasting and applying of sealers and hardeners and epoxy on concrete and asphalt work; asphalt striping and other asphalt painting; the nozzle operations on sandblasting and guniting operations; the signing of all materials, manufactured or otherwise, which are handled or put in place by laborers, the handling, the loading and unloading and distribution and installation of all guard rails, highway signs, and road markers; attending to, handling, and fueling single diaphragm pumps, insulation pumps, plasterer pumps, monocoat pumps, grout pumps, and pumps up to and including 2" pumps; laying out, moving, connecting, storing and handling all hoses for all pumps; the operating of all types of machines used to seal any type of joints; the operating and servicing of mortar mixers (including, but not limited to, maxi mixers and/or mega mixers) and conveyers used in laborers' and bricklayers work regardless of number; the operating and servicing of all rock drilling machines; the blasting and dynamiting of all rock; welding (excluding machinery, tools, structural steel); installation of manholes and catch basins; the placing of all pre-cast and pre-stressed materials, except when placed or installed by the manufacturer pursuant to its collective bargaining agreement; handling, unloading, loading, assembling and laying of all multiplate; the operating of all air, gas, electric, oil and other types of motor driving tools including all pusher type equipment; all walk behind saws, all concrete saws, drilling and coring equipment; all casings and augers on all drilling rigs; the handling, tending and maintaining of all generators; lasers when used for laborers work on grading, setting and leveling; landscape nurseries; sound barrier installation; demolition or dismantling for all purposes; hazardous waste work to include chemical cleanup, drum handlers, transformers, divers, infra-red destruction machines, plasma arc plants, warehouse storage loading and unloading, safety men, asbestos removal, video x-ray operation; the unloading, loading, handling, stringing, and tending of all brick, all block, all stone and all other masonry products; the paving of all stone and brick products; mason finisher; water proofing, IBC barrier, except on structures; the operating and maintaining of the hydraulic seeder, concrete curb machine, asphalt curb machine, snorkel, stump remover, self-propelled concrete saw, hydraulic motorized pin puller, scissor cars and all aerial man lifts. Bobcat incidental to trade and forklift. Installation and maintenance of all playground fixtures and equipment. The foregoing applies in the performance of all the aforementioned work and all other work coming under the jurisdiction of LIUNA unless state or local requirements dictate otherwise

This Agreement also covers all removal, abatement, encapsulation or decontamination of asbestos, lead and other toxic and hazardous waste or materials, which shall include but not be limited to: the erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, decontamination facilities, negative air machines for asbestos removal, etc.; the operation and servicing of all tools and equipment normally used in asbestos removal or abatement of such waste or materials, including, without limitation, negative air machines for asbestos removal; the sorting, labeling, bagging, cartoning, crating, packaging and movement of such waste or materials for disposal; the clean-up of work site and all other work and stand-by time incidental to the removal, abatement, encapsulation or decontamination of such waste or materials; and the performance of safety watch duties on job sites where work is performed.

The preparation of trenches, and footings for above ground or underground lines or cables. The handling of all rods, mesh and material for use in reinforcing concrete construction. The rigging of pipe. Trenches, Manholes-Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, ditches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Use and maintenance of all walk behind concrete saws, drilling and coring equipment, all augers and casings on drilling rigs. The leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution, laying and making of joints of water mains, water pipes, gas mains and all pipe including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and handling and placing of other materials for saddles, beds, or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all

ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, welding, joining, underwater cable installation. Trench less technology and directional boring shall be the work of the Laborer.

Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra-cotta, ironstone, vitrified concrete, ductile iron, or other pipe and the making of joints for main or side sewers and storm sewers and all the pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure. Laying, leveling and making of the joint of all multicell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. Oil, brine, chemical transmission lines and related work, fiber optics, communication lines and cathodic protection.

Drilling and Blasting - All work of drilling, jack hammering, and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surface with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

Signal Men -Signal men on all construction work defined herein, including traffic control signal men or flagmen at construction sites.

Use of Tools -Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.

All clean-up, including general, construction, janitorial, final, and micro cleaning; all cleaning and removal of debris, rubbish, and refuse of any type and kind for all trades on all jobs, and final cleaning operation on any project or part thereof before the project or any part thereof is turned over to the owner.

All work traditionally performed by Laborers within the jurisdiction.

## TUNNEL WORK

The construction, alteration, or renovation of all tunnels, shafts, adits, silos, raises, ventilation raises, ducts, underground chambers and all. other work where miners are required to work below the surface of the earth and which falls within the jurisdiction of the Laborers International Union of North America.

Tunnel work shall be defined as the actual boring, driving, and concreting of tunnels. A shaft and/or silo shall be defined as sinking of any vertical, inclined or declined shaft (including stations) by using shaft sinking methods. Any mining performed off the completed shaft shall be considered tunnel work. In the event a dispute arises in the differentiation between a tunnel or shaft, the Contractor and the Union shall meet to resolve the dispute.

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

Mechanical Insulator-Journeyman .....	85.53
Mechanical Insulator-Foreman.....	91.73
Mechanical Insulator-General Foreman .....	97.93

**ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a road mile from Clark County Courthouse:

Zone 1	20-45 miles	\$4.00
Zone 2	45-75 miles	\$5.00
Zone 3	75-150 miles	\$7.00
Zone 4	150 miles and over	\$8.00

**ADD PREMIUM PAY**

All hours worked outside of a regular workday<sup>1</sup> in a regular workweek<sup>2</sup> and on Holidays shall be paid as follows: Time and one-half (1.5x) the first four (4) hours pre-shift and/or post shift. Time and one-half (1.5x) first eight (8) hours on Saturday. Double (2x) time for all hours worked on Sundays or Holidays, hours above four (4) pre-shift and/or post-shift, hours above eight (8) on Saturday. Triple (3x) time for Labor Day hours.

**SHIFT DIFFERENTIAL**<sup>3</sup>

Swing Shift<sup>4</sup> 10% per hour

Graveyard Shift<sup>5</sup> 15% per hour

**RECOGNIZED HOLIDAYS**<sup>6</sup>

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Int'l Assoc. of Heat & Frost Insulators and Allied Workers Local 135.

This work includes the preparation, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulation with such materials as may be specified when those materials are to be installed for thermal purposes and fire protection purposes in voids, or to create voids, or on piping, fittings, HVAC ductwork, grease ducts, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound attenuation purposes on mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping, Nanotechnology, energy audits, thermography, and thermal imaging. This work also includes all labor connected with the handling, truck driving and distribution of thermal insulation on the job premises. This article does not include pre-manufactured insulation or insulation accessories.

<sup>1</sup> Regular workday shall be eight (8) hours worked between 4:00 a.m. and 5:30 p.m.

<sup>2</sup> The regular work week shall consist of five (5) consecutive eight (8) hour workdays, Monday through Friday.

<sup>3</sup> When hours are worked in between swing and graveyard for special circumstances, the majority of hours worked in that shift shall determine the rate of pay for all hours worked

<sup>4</sup> Swing shift shall be 3:00 p.m. to 11:30 p.m.

<sup>5</sup> Graveyard schedule shall be from 12:00 a.m. to 8:30 a.m.

<sup>6</sup> Such Holidays shall be observed on days to coincide with National Observance of the Holidays.

All duct lining, plenum lining and duct wrapping, done on the jobsite for acoustical or thermal purposes will be the work.

All asbestos abatement (removal), toxic waste cleanup, handling and/or the removal of hazardous waste materials and the preparation therefore will be the work of this Local Union. Hazardous and toxic materials are any and all materials, which are defined by O.S.H.A. or E.P.A.

All thermal tape, pads, mitered fittings (insulation, metal or plastic), batts and lags shall be fabricated by the Employees when such fabricated items are to be installed by Asbestos Workers, regardless of the location the Employer chooses to have such items fabricated, within the territorial jurisdiction.

Manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by a machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distributing of the above insulating materials, or the repair and maintenance of all equipment, on the job premises. The types of work shall include, but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing. Application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke, or other gases. The application included all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.

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

Millwright Journeyman.....	80.47
Millwright Welder.....	83.47
Millwright Foreman.....	85.36
Millwright General Foreman.....	90.74

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1.5) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

On a four (4) day-ten (10) hour shift, Monday through Thursday or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight-time work shall be paid at one and one half (1.5) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

On a four (4) day-ten (10) hour shift, the first twelve (12) hours of work on the fifth day (Friday or Saturday, as applicable) will be paid at one and one half (1.5) times the straight-time rate of pay; provided the fifth day is not a voluntary make-up day. All additional overtime shall be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay.

Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

**SHIFT DIFFERENTIAL**

Two Shift Operation: Two dollars (\$2.00) per hour for work on the second shift<sup>1</sup>.

Three Shift Operation: Two dollars (\$2.00) per hour for work on the second shift<sup>2</sup>. Three dollars and 25/100 (\$3.25) per hour for work on the third shift<sup>3</sup>.

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement, Local 1607.

<sup>1</sup> Eight (8) or ten (10) hours of continuous employment between the hours of 6:00 p.m. and 6:00 a.m. except for meal period.

<sup>2</sup> Eight (8) hours of continuous employment between the hours of 6:00 p.m. and 6:00 a.m. except for meal period.

<sup>3</sup> Eight (8) consecutive hours of employment, except for an unpaid meal period.



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

The loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel, hydrogen, jet, electric, pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydropneumatics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

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

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

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube

systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, access & egress platforms, catwalks, transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

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

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

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

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

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

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



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

(SEE GROUP CLASSIFICATIONS)

Group 1.....	97.53
Group 2.....	98.48
Group 3.....	98.77
Group 4.....	100.26
Group 5.....	101.36
Group 6.....	100.48
Group 7.....	101.58
Group 8.....	100.59
Group 9.....	101.69
Group 10.....	100.71
Group 11.....	101.81
Group 12.....	100.88
Group 13.....	100.98
Group 14.....	101.01
Group 15.....	101.09
Group 16.....	101.21
Group 17.....	101.38
Group 18.....	101.48
Group 19.....	101.59
Group 20.....	101.71
Group 21.....	101.88
Group 22.....	101.98
Group 23.....	102.09
Group 24.....	102.21
Group 25.....	102.38
Add \$.50 per hour for "Special" Shift.....	
Add \$1.00 per hour for "Multiple" Shift.....	

[Add Zone Rates See Below](#)

[Add Premium Pay See Below](#)

[Operating Engineers JOB DESCRIPTION: See Below](#)

Craft: OPERATING ENGINEER (Union Rate)  
**CRANES, PILEDRIVING, & HOISTING EQUIPMENT**  
Prevailing wage rates include the base rate as well as all applicable fringes

(SEE GROUP CLASSIFICATIONS)

Group 1.....	100.12
Group 2.....	100.26
Group 3.....	100.48
Group 4.....	100.59
Group 5.....	100.71
Group 6.....	100.88
Group 7.....	101.05
Group 8.....	101.21
Group 9.....	101.89
Group 10.....	102.05
Group 11.....	102.35
Group 12.....	102.68
Group 13.....	103.05
Group 14.....	103.89
Group 15.....	104.05
Group 16.....	104.10
Group 17.....	104.60
Group 18.....	105.05
Group 19.....	106.63
Group 20.....	107.24
Group 21.....	107.85
Group 22.....	108.61
Group 23.....	109.07
Group 24.....	109.57
Add \$.50 per hour for "Special" Shift.....	
Add \$1.00 per hour for "Multiple" Shift.....	

[Add Zone Rates See Below](#)

[Add Premium Pay See Below](#)

[Operating Engineers JOB DESCRIPTION: See Below](#)

Craft: OPERATING ENGINEER (Union Rate)

**SURVEYOR**

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

(SEE GROUP CLASSIFICATIONS)

Group	1	.....	99.45
Group	2	.....	100.26
Group	3	.....	100.48
Group	4	.....	100.76
Group	5	.....	100.88
Group	6	.....	100.98
Group	7	.....	101.01
Group	8	.....	101.38
Group	9	.....	101.51
Group	10	.....	102.01

[Add Zone Rates See Below](#)

[Add Premium Pay See Below](#)

[Operating Engineers JOB DESCRIPTION: See Below](#)

Craft: OPERATING ENGINEER (Union Rate)  
TUNNEL

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

(SEE GROUP CLASSIFICATIONS)

Group 1.....	99.38
Group 2.....	100.33
Group 3.....	100.62
Group 4.....	100.76
Group 5.....	100.98
Group 6.....	101.09
Group 7.....	101.21
Group 8.....	101.38
Group 9.....	101.51

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, CRANES, PILEDRIVING, & HOISTING EQUIPMENT, SURVEYOR AND TUNNEL** rates add the applicable amounts per hour calculated from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 60 miles	\$4.00
Zone 3	60 miles and over	\$4.50

**ADD PREMIUM PAY**

All time worked before 5:00 A.M. and after 4:30 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal periods, and all work performed on Saturdays, Sundays, and holidays, shall be paid at the applicable overtime rate. Overtime: First four (4) hours outside the regularly constituted shift<sup>1</sup> shall be at the rate of time and one-half (1.5). All additional hours shall be at double (2x) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1.5), and all additional hours at double (2x) time. Sundays shall be double (2x) time. Holidays shall be double (2x) time.

Tool Allowance: all Heavy Duty Repairmen or Heavy Duty Repairman Combinations will receive an additional one dollar and 50/100 (\$1.50) per hour tool allowance.

Operators on Hoists with Three (3) Drums will receive an additional fifty cents (\$0.50) per hour added to the regular rate of pay and become the base rate for the entire shift.

Hazardous Material Pay: Two dollars (\$2.00) per hour will be added to the wage rate.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day and the first (1<sup>st</sup>) Saturday, following the first (1<sup>st</sup>) Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. If Christmas or New Year's should fall on a Saturday, the Friday preceding shall be considered a holiday.

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<sup>1</sup> The starting time of single shifts shall be at 5:00 A.M., 5:30 A.M., 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M., or 8:00 A.M., Monday through Sunday. Starting Time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Written notice shall be given.

**Operating Engineers JOB DESCRIPTION:** Excerpt from NCA and Operating Engineers Local 12.

It shall cover work on building, heavy highway and engineering construction, including the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work:

Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging and tunnels, soil testing and building/construction inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

It shall cover all work including the initial setting, positioning and programming of the base station in conjunction with Global Positioning Systems/GPS on the jobsite.

The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including Power Plants, Mines, Solar Energy installations and appurtenances, oil or gas refineries and incidental structures, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction, except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

All concrete form work, including but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the forklift, loed, pettibone or mobile equipment in reference to all of the above work.

All work in connection with tiltup slabs, including but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing and lining, welding, drilling, ledger bolts, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

All work in connection with the hoisting of materials which are to be used by the Carpenters or Building Tradesmen will be rigged, guided and handled by employees.

The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles, sheet piles, soldier beams and casings, together with all necessary walling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene,

high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.

All office modular furniture systems including, but not limited to: the unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

The placing, handling, moving and erection of all materials which fall within the description of work set forth in the Agreement from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in erection of scaffolding.

Lubricates moving parts of heavy equipment throughout the project or on the project. Check and fill miscellaneous equipment fluids. Changes oil in machine reservoirs; cleans and replaces oil filters. Remove and replace air and fuel filters. Ensures that automatic lubrication equipment operates correctly, replacing empty drums or malfunctioning lines. Fills automatic dispensers, oil cans, and oil cups. Utilizes fuel stand discharge nozzles and fuel and lube discharge guns. Inspect and operate auxiliary equipment, including boom assembly. Identifies machines and equipment requiring repair or maintenance through provided work orders and specifications. Maintain equipment per manufacturer's requirements. Identifies when and what type of preventive maintenance is required for heavy equipment; performs the maintenance, reporting any need for additional maintenance or repairs. Completes logs, reports, or other documentation related to the installation, replacement, modification, or changing of machine parts and attachments. Removes superfluous oil and grease from machinery, tools, equipment and on the project. Checks tire pressure and inflates tires when necessary.

## **SOILS AND MATERIAL TESTER**

Documents: Review the approved plans and specifications and meet with Employer and suppliers before construction to discuss project and to verify that requirements for testing and observation are well understood. Review material certificates and test reports for compliance with job specifications. Prepare or review mix designs for compliance to project requirements.

Sampling of Material: Sample and perform preliminary tests on proposed aggregates and asphalt cement (gradation, soundness, abrasion, stripping, etc.).

Subgrade and Base: Confirm that sources of materials have been sampled and approved. Verify that materials delivered are of uniform quality. Verify that control testing of subgrade materials is being performed and recorded as required. Verify that subbase and base courses are of the source, type, thickness and density specified. Verify that soil sterilization is provided, if required.

Batch Plant: The special inspector should become familiar with the appearance and physical characteristics of the mix to be used by observing visually the finished mixture so that unsatisfactory conditions may be readily recognized. Check the batch plant facilities prior to production of asphaltic concrete mixture. Check aggregates in stockpile to verify conformance to materials utilized in the design. Check the bin weights of the aggregate fractions and asphaltic concrete mixture. Check the temperature of the mixed batches on the truck. Perform hot-bin gradations of the blended aggregates (where applicable). Verify cold-bin feeds and hot-bin batch weights are adjusted as necessary to produce the job-mix formula within tolerance. Before loading, truck beds should be checked for cleanliness and absence of materials that might be

detrimental to the mix. Coordinate with the job site inspector to obtain a uniform and consistent asphaltic concrete mixture.

Spreading and Paving: The field inspector should contact the batch plant inspector promptly should conditions be observed during placement and spreading operations that suggest a need for change at the plant. The following items should be addressed prior to and during placement operations:

(a) Area to be paved, cleaned and properly primed, or tack coated. (b) Leveling course installed where required. (c) Suitability of spreading and paving equipment. (d) Asphalt mix temperature when delivered, and after final rolling, is within limits required. (e) Density tests by nuclear gauge during rolling. (f) Thickness control by adequate placement and compaction. (g) Sampling of asphaltic concrete at job site during placement for laboratory testing (extraction, gradation, stability, etc.). (h) Core samples taken for verification of thickness and density of in-place asphaltic concrete. (i) Application of seal coat and curing in accordance with specification requirement, if required.

Verification Tests: Stability and density, bulk specific gravity and maximum specific gravity. Asphalt content by extraction. Aggregate gradation of the mixture from extracted sample. Physical properties of the asphalt cement: penetration, viscosity, ductility and specific gravity. Aggregate quality: Los Angeles abrasion, plasticity index and sieve analysis. Field density. Thickness determination. Smoothness tolerance.

Reports: Submit written progress reports describing the tests made and showing the action taken to correct nonconforming work. Itemize any changes authorized by architect/engineer. Report all uncorrected deviations from plans or specifications.

#### EARTHWORK (SOILS AND MATERIAL TESTER) (SPECIAL GRADING, EXCAVATION AND FILLING)

Documents: Review the approved plans, specifications and the Geotechnical Engineer's report. Note and record the equipment being used on site.

Sampling of Materials: Sample and verify that the following materials are delivered to the Materials Engineering Laboratory for any required testing: (a) Subgrade materials; (b) Native-fill materials; (c) Imported materials; (d) Additive materials (lime, cement, sand, pozzolan, etc.).

Testing: Perform soils classification and properties tests as required on native and/or imported soils. Perform laboratory moisture-density relationship tests or other structural property tests are required. Where applicable, conduct laboratory testing program to determine soils' properties resulting from admixtures such as cement or lime. In the field, conduct in-place field density and moisture tests using procedures specified in the contract documents. Frequency of testing should be predetermined to allow for representative coverage of each lift. Testing must be timely to avoid having to retest previously covered work. Similarly, test methods should be predetermined so as to take into account the Employer's procedures and soil types. Periodic sampling of materials in the field to verify continued compliance with specification requirements is recommended.

Reports: Submit written progress reports describing the tests and observations made and showing the action taken to correct nonconforming work.

Craft: PAINTER (Union Rate)

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

Painter-Journeyman.....	76.22
Painter-Foreman.....	80.78
Painter-General Foreman.....	85.75

**ADD ZONE RATE<sup>1</sup>**

In addition to PAINTER rates, add the applicable amounts per hour. Zone Pay shall commence from Maryland Parkway and Charleston Boulevard in Las Vegas, NV, and shall be paid as follows:

Zone 1	0 to 50 miles	\$0.00
Zone 2	Over 50 miles	\$5.00
Laughlin		\$2.00

**RECOGNIZED HOLIDAYS<sup>2</sup>**

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

**ADD PREMIUM PAY**

One and one half (1.5) the regular straight time hourly rate shall be paid: For the first three (3) hours worked over eight (8) [during an eight (8) hour workday<sup>3</sup>] on a regular five (5) day [forty hour] week<sup>4</sup>. For all hours worked on Saturday.

Double (2x) the regular straight time hourly rate shall be paid: For all hours worked beyond eleven (11) hours, for all hours worked on Saturday beyond eight (8) hours, for hours worked Sunday and Holidays. When working a four-ten (4/10) hour shift, all hours worked beyond ten (10) hours shall be paid at double (2x).

**SPECIALTY PREMIUM PAY<sup>5</sup>**

High Pay: work on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift) or rappelling work over forty (40) feet, up to and including one hundred (100) feet in height shall be paid at the rate of eighty-five cents (\$0.85) per hour above the base classification. All work over one hundred (100) feet shall be paid at the rate of two dollars (\$2.00) per hour above the base classification.

Down Hole: Down hole time shall pay in the same increments as high pay.

Hazard Pay: Employees required to work inside tunnels, tubes or piping such as work involved at water treatment plants and mining operations shall receive a premium of thirty-five cents (\$0.35) per hour above the base classification.

Industrial Painting: Employees performing painting work on industrial projects shall be paid an additional one dollar (\$1.00) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

<sup>1</sup> The established city limits of Henderson and Boulder City shall be considered part of the established "free zone".

<sup>2</sup> When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any hour of the twenty-four (24) hours of Labor Day.

<sup>3</sup> The regular workday shall consist of eight (8) or ten (10) hours of work depending on the work week, between 5:00 a.m. and 4:30 p.m. with one half (0.5) hour for lunch.

<sup>4</sup> The regular workweek shall consist of five (5) eight (8) hour workdays, Monday through Friday or four (4) consecutive ten (10) hour workdays between Monday and Friday

<sup>5</sup> Paid in addition to all other premium pay for the entirety of a shift



### **SHIFT DIFFERENTIAL**

Shifts worked Monday through Friday with a majority of a shift worked outside of the established day shift hours for any reason shall be consistent with that of a normal day shift and shall be inclusive of a meal period (employee is paid eight (8) hours for seven and one half (7.5)).

**JOB DESCRIPTION:** Excerpt from Agreement between PDCA and Allied Trades DC 16, Local 159.

Painters work will include but not be limited to: (1) preparation of any surface that is to receive any coating. This is to include, but not be limited to caulking, puttying, spackling, bondo, fiberglass applications and repairs, sealers and primers. The application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, GRG, GFRC, plaster cast, carbon fiber, encapsulating, insulating, metalizing, flame spray, Exterior Insulating Finishing Systems, the application of Venetian Plasters and/or Polymers; (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment; (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.; (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; (5) the inspection of all coatings and/or coating systems during their applications will be performed by members of this International Union.

Wall Covering work will include, but not limited to: (1) All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., Acrovyn and various plastic wall coverings such as wainscot, caps, corner moldings and accessories; (2) Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

Industrial projects shall mean new construction or maintenance work performed in the energy, power, water, wastewater, chemical, manufacturing, industrial buildings, heavy highway, bridge, overpass roadway tunnel industry or any other industry requiring the use of protective coatings.

Craft: PILE DRIVER (Union Rate)<sup>1</sup>

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

Driverman, Rigman, Bridge and Dock Carpenter.....	79.72
Pile Driver Certified Welder.....	80.72
Pile Driver-Foreman.....	84.79
Diver-Diving (wet pay).....	142.56
Stand-By Diver.....	85.79
Tender.....	84.79

**ADD ZONE RATE**

In addition to PILE DRIVER rates, add the applicable amounts per hour, calculated from the intersection of Maryland Parkway and Charleston Boulevard in Las Vegas, NV:

Zone 1	0 to 50 Miles	\$0.00
Zone 2	Over 50 Miles	\$5.00

**JOB DESCRIPTION**

Operate pile drivers mounted on skids, barges, crawler treads, or locomotive cranes to drive pilings for retaining walls, bulkheads, and foundations of structures such as buildings, bridges, and piers.

**Sample of reported job titles:** Pile Driver, Pile Driver Operator, Pile Driving Operator

- Move hand and foot levers of hoisting equipment to position piling leads, hoist piling into leads, and position hammers over pilings.
- Move levers and turn valves to activate power hammers, or to raise and lower drophammers that drive piles to required depths.
- Drive pilings to provide support for buildings or other structures, using heavy equipment with a pile driver head.
- Conduct pre-operational checks on equipment to ensure proper functioning.
- Clean, lubricate, and refill equipment.

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<sup>1</sup> Job description copied from O\*NET OnLine

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

Plasterer-Journeyman.....	70.79
Plasterer-Foreman.....	75.98
Plasterer-General Foreman.....	78.57

**ADD ZONE RATE<sup>1</sup>**

In addition to PLASTERER rates workers on public works projects shall be entitled to receive the following sums on jobs located fifty (50) miles or more from the City Hall of Las Vegas, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	Over 50	\$5.00

**ADD PREMIUM PAY**

The first two (2) hours worked outside the regularly constituted shift<sup>2</sup> shall be at the rate of time and one-half (1.5x). All additional hours shall be at the rate of double (2x) time. On Saturday work, the first ten (10) hours shall be at time and one-half (1.5x) and all additional hours at double (2x) time. Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of double (2x) time Monday through Saturday.

**HIGH TIME**

On jobs where employees are required to work from swinging scaffold, suspended from a rope or cable, bosun chair, brackets, cantilevers or outrigger from the ground, they shall receive an additional one dollar (\$1.00) per hour above the employees' normal rate of pay. Employees shall be paid high pay only for actual time of exposure on the scaffold, boatswain chair, outriggers, etc.

**NOZZLE MAN** – The nozzle man applying fireproofing material shall receive \$2.00 per hour above the employee's normal rate of pay for the period in which he operates any nozzle.

**SHIFT DIFFERENTIAL**

When two (2) or three (3) shifts are [scheduled in a twenty-four (24) hour period]: For employees on a second shift, all hours worked in excess of seven and one-half (7.5) hours shall be paid for at the appropriate overtime rate as described above. For employees on a third shift, all hours worked in excess of seven (7) hours shall be paid for at the appropriate overtime rate as described above.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day, except in cases of extreme urgency.

**JOB DESCRIPTION:** Excerpt from Master Labor Agreement So NV. Plasterers & A.G.C./N.C.A./U.B.C.A., OP&CMIA Local 797.

This includes but is not limited to: Smooth and finish surfaces of poured or full systems of EIFS including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation, all sprayed or troweled on fireproofing, interior cover coats including all plastering systems recognized

<sup>1</sup> Boulder City and Mesquite are "Free Zone" Cities

<sup>2</sup> Eight (8) consecutive hours, exclusive of the meal period, between the hours of 2:00 a.m. and 5:00 p.m. Monday through Friday or between the hours of 2:00 a.m. and 6:30 p.m. for a 4/10s schedule, Monday through Thursday or Tuesday through Friday

by our International Association; installation of all types of lath and all lathing trims in any interior or exterior applications; installation and patching of GFRG and GFRG pieces with adhesive or mechanical fastening systems; all cutting, shaping, rodding, carving, leveling, brooming of rock, water and pool features including all interior swimming pool finishes, but not limited to pebbletech or white plaster finishes; all Venetian or decorative interior plaster; all acoustical finish systems including, but not limited to, Baswaphon.

Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Plasterers shall perform any and all work and use any and all new materials or techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Plumber/Pipefitter-Journeyman.....	87.43
Plumber/Pipefitter-Foreman.....	94.03
Plumber/Pipefitter-General Foreman.....	100.63

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates employees performing work on Public Works Projects shall be entitled to the following wage rates for all hours worked, calculated on an air mile radius from the Clark County Regional Justice Center:

Zone 1	0 to 20 miles	\$0.00
Zone 2	20 to 45 miles	\$3.75
Zone 3	45 to 75 miles	\$7.50
Zone 4	75 miles and over	\$11.25

**ADD PREMIUM PAY**

Overtime worked on a regular work day<sup>1</sup>, Monday through Friday, will be paid at a rate of one and one-half (1.5) times the straight time rate of pay for the first two (2) hours worked before or after the regular eight (8) hour shift, and at two (2) times the straight time rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1.5) times the straight time rate of pay, and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the straight time rate of pay.

A work week may consist of four (4) consecutive ten (10) hour days, at straight time Monday through Thursday with no rotating shifts, may be implemented by mutual agreement. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at the double (2x) time rate of pay. Where it becomes necessary to work Friday and/or Saturday, it will be paid at time and one-half (1.5) for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be double-time.

**SHIFT DIFFERENTIAL**

Shift work is permitted when the shifts are of five (5) or more days duration. The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m. The second shift shall work a minimum of eight (8) hours, not including an unpaid one-half (0.5) hour lunch period and shall receive an additional four percent (4%) per applicable base wage per hour worked. The third shift shall work a minimum of eight (8) hours, not including an unpaid one-half (0.5) hour lunch period and shall receive an additional eight percent (8%) per applicable base wage per hour worked. A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

**RECOGNIZED HOLIDAYS**

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the legal holiday.

**JOB DESCRIPTION** Excerpt from Agreement between MCA and Plumber Pipefitters Serv. Tech Local 525

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<sup>1</sup> Eight (8) hours between the hours of 6:00 a.m. and 4:30 p.m.

Installation of all plumbing, pipe fitting, and refrigeration systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description, the unloading and setting of kitchen equipment, the testing and balancing of all plumbing and pipefitting systems or component parts thereof, the operation of pumps, air compressors and welding machines, as well as equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device.

Craft: REFRIGERATION MECHANIC (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**  
**Effective: 1/8/26**

Refrigeration-Journeyman.....	69.64
Refrigeration -Foreman.....	73.95
Refrigeration-General Foreman.....	78.26

**ADD PREMIUM PAY**

Overtime worked on a regular work day<sup>12</sup>, Monday through Friday, will be paid at a rate of one and one-half (1.5) times the regular rate of pay for the first two (2) hours worked before or after the regular eight (8) hour shift, and at two (2) times the regular rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1.5) times the regular rate of pay. All hours in excess of ten (10), work performed on Sundays and holidays will be paid at two (2) times the regular rate of pay.

On a four (4) tens (10) schedule the regular workday shall be Monday-Thursday or Tuesday-Friday, the first ten (10) hours at straight time. The first two (2) hours after the regular workday shall be paid at one and one half (1.5) time. After twelve (12) hours the overtime rate will be double (2x) time. The fifth ten (10) hour shift shall be paid one and one half (1.5) time and double (2x) time after ten (10) hours. Sunday shall be double time.

**SHIFT DIFFERENTIAL**

When two or three shifts are worked, the day shift shall be established on an eight (8) hour basis, paid for eight (8) hours; the second shift shall be established on a seven and one-half (7.5) hour basis, paid for eight (8) hours; and the third shift shall be established on a seven (7) hour basis, paid for eight (8) hours.

**RECOGNIZED HOLIDAYS<sup>3 4</sup>**

New Year's Day, Memorial Day, July 4th, Friday before Labor Day, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving, Day before Christmas, Christmas Day, and any Friday preceding a holiday falling on a Saturday.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada.

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

<sup>1</sup> Eight (8) consecutive hours or ten (10) consecutive hours on a four (4) tens (10) schedule, worked at least four (4) consecutive days...exclusive of one-half hour for lunch.

<sup>2</sup> The normal start time shall be between 5:00 a.m. and 8:00 a.m.

<sup>3</sup> Observed on the date designated by state or federal law.

<sup>4</sup> If a holiday falls on a Sunday, the following Monday shall be observed and shall be a double (2x) time day, if worked.

Craft: ROOFER (Union Rate)  
(Does not include sheet metal roofs)

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

Roofer-Journeyman <sup>1</sup> .....	53.18
Roofer-Foreman <sup>2</sup> .....	61.33

**ADD PREMIUM PAY**

Any work performed in excess of ten (10) hours per day<sup>3</sup> or forty (40) hours per week<sup>4</sup> shall be paid at the rate of one and one half (1.5) times the regular straight time rate of pay.

Two times (2x) the regular wage shall be paid for all work performed on Sundays.

Two times (2x) the regular wage shall be paid for work performed on a Holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving and Christmas Day<sup>5</sup>.

**JOB DESCRIPTION** Excerpt from Roofers, Waterproofers, and Allied Workers Local 162.

All slate where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade slates, with necessary metal flashing to make water-tight.

All tile where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade tile, with necessary metal flashing to make watertight.

All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight.

All cementing in, on or around the said slate or tile roof or promenade.

All laying of felt, paper, membranes, ice shields, vapor barriers or similar underlayments on substrates.

All dressing, punching and cutting of all roof slate or tile.

All operation of slate cutting or punching machinery.

All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, including shingles of composition wood and metal tile.

All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.

All solar or photovoltaic cell-type roofing systems used to transform solar energy to electrical energy.

All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.

All waterproofing using bituminous products whether structures are above or below grade.

All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.

All kinds of asphalt and composition roofing and waterproofing.

All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.

<sup>1</sup> A Journeyperson of a three (3) person crew or more shall be designated a Foreman.

<sup>2</sup> The Foreman's wage shall be twenty percent (20%) over a Journey person's base wage.

<sup>3</sup> The regular workday shall be eight to ten (8 to 10) hours plus a half (1/2) hour unpaid lunch.

<sup>4</sup> The regular workweek shall be a forty (40) flexible schedule, Monday thru Saturday. The regular workday shall start as scheduled by the employer.

<sup>5</sup> If a designated holiday falls on Saturday, it shall be observed on the preceding Friday as a day off; a holiday falling on Sunday shall be observed on the following Monday as a day off; a holiday falling on Tuesday, Wednesday, or Thursday shall be observed on that day.



All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants.

All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.

All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing and/or waterproofing.

All rock asphalt and composition roofing.

All rock asphalt mastic when used for damp and waterproofing.

All prepared paper roofing.

All mineral surfaced roofing, including 90lb., and 818, whether nailed, mopped with bitumen, or applied with mastic or adhesive.

All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating.

All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck.

All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of structure.

All damp course, sheeting or coating on all foundation work.

All tarred floors.

All wood block floors that are set in and/or coated with bituminous products.

All waterproofing of shower pans and/or stalls.

All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.

All forms of insulation used as part of, or in connection with, roofing, waterproofing or dampproofing.

All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.

All types of coatings, toppings and finishes used on the roof surfaces.

All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.

All solar or photovoltaic cell-type roof membrane systems used to transform solar energy to electrical energy.

All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not limited to:

- a. PVC (polyvinyl chloride systems)
- b. Butyl Rubber
- c. EPDM (Ethylene-propylene diene monomer)
- d. PIB (polyisobutylene)
- e. CPE (chlorinated polyethylene)
- f. CSPE (chlorosulfonated polyethylene)
- g. Modified bitumens
- h. TPO Membrane (Thermo Plastic Olefin)

All sealing and caulking of seams and joints on these roofing systems by heat or solvent welding or by adhesives or butyl tapes or any other means.

All base flashings, curb flashings and counter flashings of elasto-plastic composition as outlined

All components of elasto-plastic roofing systems used to seal the roof including but not limited to, compression seals, termination bars, caulking and sealants.

All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives, to include any gypsum board and/or fire barrier required.

All forms of composite insulations having nailable surfaces (e.g. plywood, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

All types of aggregates, blocks, bricks, stones, or units of photovoltaic cell construction used to ballast these elasto-plastic systems.

All types of aggregates, blocks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.

All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.

All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of the building.

All sheet-type, elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.

All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems, or any other means of application.

All types of pre-formed panels and rolls used in waterproofing (Volclay, Bentonite etc.)

All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations.

All handling of roofing, damp and waterproofing materials.

All hoisting and storing of roofing, damp and waterproofing materials.

All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.

All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.

All wrapping and/or coating of underground pipelines with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tape inside or outside of pipe, whether done by roller, mop, swab, three-knot brush, or spray systems. Preparation of surface by sand blasting or wire brushing.

All operation of jeeper or holiday detectors.

All Zonolite or Cellular Concrete Roof Insulation and all materials, the machinery and equipment used to apply them.

All materials laminated to roofing and/or insulation systems.

**Craft: SHEET METAL WORKERS (Union Rate)**  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Sheet Metal Worker Journeyman.....	93.36
Sheet Metal Worker -Foreman.....	99.35
Sheet Metal Worker -General Foreman.....	105.33

**ADD ZONE RATE**

In addition to SHEET METAL WORKER rates, the amounts per hour calculated on one-way drive miles using Google maps based on shortest distances from the City Hall of Las Vegas, Nevada:

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

**ADD PREMIUM PAY**

All work performed outside the regular working hours<sup>1</sup> during the regular work week<sup>2</sup> shall be at one and one-half (1.5) times the straight time rate of pay. Sunday and Holidays shall be paid at double (2x) times the straight time rate of pay. When employees work more than sixty (60) hours in a work week it will be at double (2x) time.

**RECOGNIZED HOLIDAYS<sup>3</sup>**

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays.

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 88 Collective Bargaining Agreement.

Manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all kitchen equipment, HVAC systems, air veyor systems, exhaust systems, and air-handling systems, regardless of material used including the setting of all equipment and all reinforcements in connection therewith.

All lagging over insulation and all duct lining.

Testing and balancing of all air-handling equipment and duct work.

The preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches.

Metal exterior wall systems, metal roofing and underlayment regardless of material used.

Any and all auditing, commissioning and testing, of all HVAC in connection with building rating methods.

Detailing, shop fabrication, field installation and performance-oriented tasks.

All other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

<sup>1</sup> Eight (8) hours between 6:00 a.m. and 4:30 p.m., except for the months of May 15 through September 15 in which 5:00 a.m. may be the start time. Other start times must be approved.

<sup>2</sup> Five (5) consecutive eight (8) hour days, beginning with Monday and ending with Friday of each week.

<sup>3</sup> If a holiday falls on Sunday, the Monday following shall be a recognized holiday.

Craft: SPRINKLER FITTER (Non-Union Rate)<sup>1</sup>  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Sprinkler Fitter-Journeyman.....24.00

**JOB DESCRIPTION:**

- Shut off steam, water, or other gases or liquids from pipe sections, using valve keys or wrenches.
- Install underground storm, sanitary, or water piping systems, extending piping as needed to connect fixtures and plumbing.
- Assemble pipe sections, tubing, or fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing, or welding equipment.
- Locate and mark the position of pipe installations, connections, passage holes, or fixtures in structures, using measuring instruments such as rulers or levels.
- Cut, thread, or hammer pipes to specifications, using tools such as saws, cutting torches, pipe threaders, or pipe benders.
- Getting Information — Observing, receiving, and otherwise obtaining information from all relevant sources.
- Identifying Objects, Actions, and Events — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
- Making Decisions and Solving Problems — Analyzing information and evaluating results to choose the best solution and solve problems.
- Inspecting Equipment, Structures, or Materials — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.
- Performing General Physical Activities — Performing general physical activities includes doing activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling materials.
- Install plumbing or piping.
- Maintain plumbing structures or fixtures.
- Weld metal components.
- Mark reference points on construction materials.
- Measure materials or objects for installation or assembly.

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<sup>1</sup> Job description copied from O\*NET OnLine

Craft: TAPER (Union Rate)

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

Taper-Journeyman.....	79.52
Taper-Foreman.....	84.57
Taper-General Foreman.....	90.13

**ADD ZONE RATE**

In addition to TAPER rates, add the applicable amounts per hour, calculated from the intersection of Maryland Parkway and Charleston Boulevard in Las Vegas, NV:

Zone 1	0 to 50 Miles	\$0.00
Zone 2	Over 50 Miles	\$5.00

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift<sup>1</sup> shall be at the rate of time and one-half (1.5x). Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1.5x). All additional Saturday hours, Sundays, and holidays shall be the rate of double time (2x).

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION** Excerpt from Nevada Contractors Association and Southwest Mountain States Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

Building, heavy highway, and engineering construction, including the construction of, in whole or in part, or improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of equipment, and facilities, used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances which are incidental thereto, or the installation, operation, maintenance and repair equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Section.

The Contractor shall construct all wood panel forms, and frame walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

<sup>1</sup> Regular constituted shift is eight (8) consecutive hours, exclusive of the meal period...between the hours of 2:00 a.m. and 5:00 p.m.

Any wood panel forms that are constructed by the carpenters under the provisions of this Agreement may be reused on any jobsite by any Contractor.

Any modifications of wood panel forms shall be performed only under the provisions of this Agreement.

The provisions of this Agreement shall apply to all standard manufactured commercial brand forms for the placement of concrete where field assembly and disassembly is required. The installation, stripping, and disassembly of forms, which may be reused on any jobsite by any contractor and shoring, will be in accordance with the provisions of this Agreement.

This Agreement shall cover all work in connection with Hico and similar type beams including, but not limited to the unloading, carrying, spotting and stacking the initial delivery, the installation, and stripping and removing of Hico shores.

This Agreement shall cover all work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation, and removal.

This Agreement shall cover all work in connection with Beam Sides and Beam Soffits, including, but not limited to the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

This Agreement shall cover all concrete form work, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms and the operation of the fork lift, Leod, Pettibone or mobile equipment to perform all of the above work. This agreement also covers concrete floor polishing.

This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit Exterior Insulating Finish Systems, (EFIS) or any other system of panels that is attached to the interior or exterior of any building or structure; any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system; and any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work. This Agreement shall include theming work utilizing the materials mentioned above. This Agreement shall cover all types of exhibit work traditionally performed by carpenters.

The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication whether performed at the jobsite or a panelization compound of any and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or "pop-outs", i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EFIS foam thicknesses and thereby comply with local codes for EFIS curtain walls.

Pre-fabrication of materials outside this agreement is permissible under the following situations:

Custom or specialty non-linear trims, such as ornate column bases, capitals, medallions, and so forth may be all or partially framed outside this agreement if the framing itself is required to affect the assembly of applicable profiled elements thereon for the purpose of shipment to the jobsite; and also, where EPS (foam) profiles or elements are desirable to compete with more costly exterior elements such as GFRC and FRP.

Where contractors are bidding against non-union contractors who have access to prefabricated products and such products would make unionized contractors noncompetitive and endanger their prospects of



successfully competing for a job. In such cases, this waiver shall be processed by the Work Preservation Committee.

This Agreement shall cover all work in connection with tilt-up slabs, including but not limited to, benchmarks, lay out, setting of all forms, block outs, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused), rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also, to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift to perform all of the above work.

This Agreement shall cover all work in connection with the hoisting of materials, which are to be used by the carpenters including but not limited to the rigging, guiding, and handling.

This Agreement shall cover all work in connection with self-supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling. Building, erecting and dismantling of any and all motorized or mechanical mast climbing and swinging stage type scaffolds for multi-craft use. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the carpenters.

This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best efforts to ensure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

The carpenters claim installation of metal studs, metal frames, including siding attached thereto, architectural metal and decorative metal panels, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

The carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines and all open cut and cover construction projects. The carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly, and installation and removal of timber decking.

Fences constructed of wood, insulation installation, drywall and lathing work is covered in this Agreement and is considered as bargaining unit work, performed under all the terms and conditions of this Agreement. Drywall work, as defined in the Nevada Drywall Master Agreement, and which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the

Nevada Drywall Master Agreement between the Southwest Mountain States Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association or the Painting and Decorating Contractors of America. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agreement. As of July 1, 2007, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement and, additionally, to any other Drywall Trust Funds that may be negotiated.

All drywall work including, but not limited to: The installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceilings materials regardless of method or manner of installation.

All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith. Carpenters shall manage all scrap materials associated with their work.

No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed, or intended.

It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Section. This agreement also covers the installation of decorative metal and any type of metal panel.

The installation, erection, and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making, and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

The nailing, tying, cutting, welding, and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.



The placing, handling, moving and erection of all materials, which fall within the description of work, set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds or other patented scaffolding.

The work shall include all types of wood flooring of any size, shape, or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, handrail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations. In addition to wood flooring, this Agreement shall also cover all types of floor coverings and treatments, including the application of terrazzo and concrete polishing.

This Agreement shall cover all work necessary to repair, adjust, or modify Carpenter scopework including any precision demolition associated with such work.

**Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)**  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter/Terrazzo Worker/Marble Mason- Finisher.....	52.47
Tile Setter.....	68.56
Terrazzo Worker/Marble Mason .....	71.19

**ZONE RATE<sup>1</sup>**

Workers shall be entitled to receive the following expense payments for travel on jobs located over forty (40) miles from the City Hall of Las Vegas, Nevada:

Zone 1	0-40 Miles	Free Zone
Zone 2	41-50 Miles	\$40.00 per day
Zone 3	51-70 Miles	\$60.00 per day
Zone 4	71 Miles and Over	\$80.00 per day

If requested by the Employer to stay the weekend when working on a job located over forty (40) miles from the City Hall of Las Vegas, Nevada: \$145.00 per day, during the weekend only.

**ADD PREMIUM PAY**

Standard workday is eight (8) continuous hours of work between the hours of 5:30 am and 4:30 pm. Employees will be paid one and one-half (1.5) times the hourly wage rate for all hours worked over eight (8) in a single day, and double time (2x) after ten (10) hours in a single day. The first ten (10) hours performed on Saturday<sup>2</sup> shall be at one and one-half (1.5) times the straight time rate and all work performed thereafter shall be paid at double (2x)<sup>3</sup>. Sundays<sup>4</sup> and Holidays shall be paid at double (2x) the straight time of pay.

**SHIFT DIFFERENTIAL**

The normal starting time for the first shift shall be between 5:30-10:00 am. If two work shifts are established, employees working on the second shift shall receive eight hours times the basic straight time rate plus an additional fifty cents (\$.50) per hour for each of those eight hours. If three work shifts are established, the third shift shall consist of seven hours of continuous work, plus one half-hour unpaid lunch period midway through the shift. Employees working on the third shift shall receive the basic straight time rate plus three dollars and twenty-five cents (\$3.25) for each of those seven hours. Time worked in excess of seven (7) hours on the third shift shall be paid at the appropriate overtime rate<sup>5</sup>.

**RECOGNIZED HOLIDAYS**

New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. Any holiday falling on a Sunday will be observed on the Monday following, and any holiday falling on a Saturday will be observed on the preceding Friday.

<sup>1</sup> Boulder City and Primm are designated as free zones

<sup>2</sup> Regardless of whether or not the Employer has already made forty (40) hours of work available during the preceding work week.

<sup>3</sup> Exceptions: The Saturday falls on a Union recognized holiday – then all hours should be paid at double (2x); Where it was not possible to work Monday through Friday of the preceding work week due to weather conditions or a breakdown of a piece of major equipment on the jobsite then up to eight (8) hours of work on Saturday may be performed at the straight time wage rate; the employer and employee agree that the missed day (up to eight (8) hours of work) can be made up by working Saturday at the straight time rate, written notice must be provided to the Union and signed by the employee

<sup>4</sup> If the employee did not work forty (40) straight time hours in the preceding week that employee shall be paid at one and one-half (1.5) the hourly wage rate for that portion of the Sunday work required to reach forty (40).

<sup>5</sup> One and one half (1.5) the straight time rate.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement.

***FINISHER'S WORK:***

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

***TILE LAYERS' WORK:***

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

[See Laborers Group 1](#)

Craft: Truck Driver (Non-Union Rate)<sup>1</sup>  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Truck Driver.....65.52

**JOB DESCRIPTION:**

Per Nevada Administrative Code 338.017, a worker who performs the craft of truck driver shall be deemed to be employed on a public work only while:

1. Transporting materials at the site of a public work; or
2. Transporting materials between the sites of a public work.

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<sup>1</sup> Job description copied from O\*NET OnLine

Craft: WELL DRILLER (Non-Union Rate)<sup>1</sup>  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Well Driller.....60.78

**JOB DESCRIPTION:**

- Operate a variety of drills such as rotary, churn, and pneumatic to tap subsurface water and salt deposits, to remove core samples during mineral exploration or soil testing, and to facilitate the use of explosives in mining or construction. Includes horizontal and earth boring machine operators.
- Operate controls to stabilize machines and to position and align drills.
- Start, stop, and control drilling speed of machines and insertion of casings into holes.
- Regulate air pressure, rotary speed, and downward pressure, according to the type of rock or concrete being drilled.
- Select and attach drill bits and drill rods, adding more rods as hole depths increase, and changing drill bits as needed.
- Drive or guide truck-mounted equipment into position, level and stabilize rigs, and extend telescoping derricks.
- Operate machines to flush earth cuttings or to blow dust from holes.
- Verify depths and alignments of boring positions.
- Perform routine maintenance and upgrade work on machines and equipment, such as replacing parts, building up drill bits, and lubricating machinery.
- Select the appropriate drill for the job, using knowledge of rock or soil conditions.
- Document geological formations encountered during work.
- Drive trucks, tractors, or truck-mounted drills to and from work sites.
- Assemble and position machines, augers, casing pipes, and other equipment, using hand and power tools.
- Record drilling progress and geological data.
- Retrieve lost equipment from bore holes, using retrieval tools and equipment.
- Fabricate well casings.
- Pour water into wells, or pump water or slush into wells to cool drill bits and to remove drillings.
- Create and lay out designs for drill and blast patterns.
- Place and install screens, casings, pumps, and other well fixtures to develop wells.
- Operate water-well drilling rigs and other equipment to drill, bore, and dig for water wells or for environmental assessment purposes.
- Review client requirements and proposed locations for drilling operations to determine feasibility, and to determine cost estimates.
- Drill or bore holes in rock for blasting, grouting, anchoring, or building foundations.
- Perform pumping tests to assess well performance.
- Disinfect, reconstruct, and redevelop contaminated wells and water pumping systems, and clean and disinfect new wells in preparation for use.
- Design well pumping systems.
- Signal crane operators to move equipment.
- Withdraw drill rods from holes, and extract core samples.
- Inspect core samples to determine nature of strata, or take samples to laboratories for analysis.
- Retract augers to force discharge dirt from holes.
- Monitor drilling operations, by checking gauges and listening to equipment to assess drilling conditions and to determine the need to adjust drilling or alter equipment.

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<sup>1</sup> Job description copied from O\*NET OnLine

# GROUP CLASSIFICATIONS

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## LABORER

### Group 1

- Traffic Control Tech and working Traffic Control Supervisor
- All pressure washing, all surface preparation for patching and grouting, dry packing of concrete and filling of form bolt holes
- Subgrade, finish/fine grade with use of granule or non-granule material, vapor barriers, lasers, string line, setting and leveling on highway, street paving, sidewalk, driveways, airport runways and similar type heavy construction
- Gas and oil pipeline
- Guinea chaser
- Laborer, general, construction, demolition, surgical demolition, selective demolition or Solar-Stringing of posts, installation of posts and piles, installation and bolting together of all rakes, tray tables and torque tubes. Running all bobcats, skid steers, forklifts, Turchis or similar equipment for post installation. Trashing out crates, card board boxes and trash within the solar arrays and Solar project boundaries.
- Laborer, packing rod steel and pans
- Laborer, temporary water lines (portable type)
- Laborer, loading and unloading solar panels, crates and pallets
- Laborer, handling, Installing, and setting of all solar panels/ wire management but not connections Landscape gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to-follow the landscape plan)
- Stone pavers
- Nurseryman
- Tarman and mortar man, kettle man, potman and man applying asphalt, lay cold creosote, fine and similar type materials. ("Applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and water proofing.)
- Underground laborer, including caisson bellows
- Window cleaner
- Scaffold Erector - (Excludes Tenders)
- Fence Erector includes but not limited to: erecting or repairing, Chain Link, wooden, metal, vinyl, steel, tortoise, wire/ wire mesh or temporary fence. Mortarless, Barrier Wall and/or Retaining Walls; Digging post holes with spade. Post hole digger or power-driven auger; Aligning post through the use of lines or by sighting; verifying vertical alignment of post with a plumb bob or spirit level.
- Mechanical Stabilized Earth Wall
- Material Handler - for all trades, including but not limited to stacking and packing of all drywall, taping mud, paint, wallpaper, wall coverings and material associated there with including Demolition of said materials.
- All Construction cleanup and Final clean-up (picking up debris, sweeping, scraping and janitorial work, including final clean-up), on all jobsites shall be the work of the Laborers, including mass jobsite clean-up by All Contractors and Sub- Contractors. except as provided in Group 1A
- Tool Crib
- Light Tool Repairman Certified
- Firewatch
- Rigging and signaling when assigned by the Contractor and/or performing the work of a Laborer or tending another craft

### **Group 1A**

- Flagger/flag person
- Pilot car

Final clean up subject to this rate shall mean:

- Polishing furniture
- Polishing stainless steel in hotel kitchens
- Sweeping and vacuuming hallways and finished rooms and completed casino areas
- Washing windows on first floor and similar duties

### **Group 2**

- Asphalt raker, ironer, spreader, and luteman Buggymobile man
- Cesspool digger and installer Chuck tender (except tunnels)
- Gas and oil pipeline wrapper, pot tender and form man Making and caulking of all non-metallic pipe joints
- Operators and tenders of pneumatic and electric tools, video x-ray, vibrating machines, hand propelled trenching machines, vacuum truck/ hydro excavation operation, and all associated components for its operation, impact wrench multi-plate and similar mechanical tools not separately classified herein Riprap stonepaver
- Rota-scraper
- Sandblaster (pot tender)
- Septic tank digger and installer (lead man) Tank scaler and cleaner
- Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

### **Group 3**

- Cutting torch operator Welding in connection with laborers work Gas and oil pipeline wrapper
- Gas and oil pipeline laborer, certified Jackhammer and/or pavement beaker
- Installing, laying and the connections of all metallic and non-metallic pipe, p.v.c. and drop inlet and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile
- Cement dumper (on one yard or larger mixers and handling bulk cement) Concrete core cutter
- Concrete curer, impervious membrane and oiler of all materials
- Concrete saw man,excluding tractor type, cutting scoring old or new concrete Operator of cement grinding machine
- Rock slinger
- Scaler (using boswain chair or safety belt or power tools under 100 feet)
- Forklift - A journeyman shall hold Forklift certification at time of referral for duration of employment. Bobcat/skid steer, Gannon tractor
- Working Dust control monitor, Single Axle water and Single Axle Dump Trucks Hodcarrrier-Mason Tender/Mason Finisher
- Decorative Rock Installer - (Ponds, Waterfalls, etc.) Concrete striking, floating, epoxy finish, self-leveling material,and overlay
- Shotcrete/Gunnite

### **Group 3A**

- Placement of all concrete, including red concrete by any means Concrete Specialists
- Mudd Cutter
- Concrete vibrator operator, all sizes
- Concrete Dumper
- Slickline/Hoseman/Dumpman



#### **Group 4**

- Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer head rock slinger
- Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives if whatever type, regardless of method used for such loading and placing
- Sandblaster (nozzleman) Steel header-board man Construction Specialist

#### **Group 5**

- Driller (core, diamond or wagon),
- Air track drill (all types)
- Joy driller model TW-M-2A. Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
- Gas and oil pipeline fusion
- Gas and oil pipeline wrappers, 6" pipe and over

#### **Group 6**

- Miner and Bullgang
- Shaft, Raid, Stope, Miner
- Miner-Tunnel (Hardrock)
- Bull Gang
- Mucker
- Trackman
- Miner-Welder Pipe Jacking
- Micro-Tunneling
- Tunnel Boring Machine
- High-Scaler

#### **Group 7**

- Asbestos Abatement
- Lead Abatement
- Hazardous Waste Abatement
- Petro-Chemical Abatement
- Radiation Remediation
- Microbial Remediation
- \$.50 wage rate above group III when wearing protective suite or respirator
- Employees shall be properly certified and/or licensed at time of dispatch.

#### **Group 8**

- Attending to, handling and fueling single diaphragm pumps, insulation pumps, plasterer pumps, monocoat pumps, grout pumps
- Mason finisher
- Plaster Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials, to such mechanic, whether by bucket, hod, wheelbarrow, buggy or other motorized unit for such purpose, including forklifts.

**OPERATING ENGINEER, includes but is not limited to:**

**Group 1**

- Bargeman
- Blade Operator Assistant
- Brakeman
- Compressor Operator
- Ditch Witch, with seat or similar type equipment
- Elevator Operator - inside
- Engineer Oiler
- Forklift Operator (under 5 Tons)
- Generator Operator
- Generator, Pump or Compressor Plant Operator
- Inertial Profiler
- Pump Operator
- Signalman
- Steam Cleaner/Pressure Washer
- Switchman

**Group 2**

- Asphalt-Rubber Plant Operator (Nurse Tank Operator)
- Coil Rig Operator
- Concrete Mixer Operator - Skip type
- Conveyor Operator
- Fireman
- Forklift Operator (over 5 Tons)
- Heliostat assembly System (Operator Related Work)
- Hydrostatic Pump Operator
- Oiler Crusher (Asphalt or Concrete Plant)
- PJU Side Dump Jack
- Profilograph
- Rotary Drill Helper (Oilfield)
- Screening and Conveyor Machine Operator (or similar types)
- Skiploader (wheel type up to ¾ yd. without attachment)
- Tar Pot Fireman
- Temporary Heating Plant Operator
- Trenching Machine Oiler

**Group 3**

- Asphalt-Rubber Blend Operator
- Bobcat or similar type (Skid Steer)
- Equipment Greaser (rack)
- Ford Ferguson (with dragtype attachments)
- Helicopter Radioman (ground)
- Stationary Pipe Wrapping and Cleaning Machine Operator

**Group 4**

- All Terrain Placers/All Terrain Stone Slingers
- Asphalt Plant Fireman
- Backhoe Operator (Mini-Max or similar type)

- Boring Machine and/or pilot Tube Machine Operator
- Boring System Electronic Tracking Locator
- Boxman or Mixerman (Asphalt or Concrete)
- Chip Spreading Machine Operator
- Concrete Cleaning Decontamination Machine Operator
- Concrete Pump Operator (small portable)
- Direct Push Operator (Geoprobe or similar types)
- Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
- Equipment Greaser (Grease Truck)
- Excavator Track/Rubber-Tired-wth all attachments (Operating weight under 21,000lbs)
- Guard Rail Post Driver Operator
- Highline Cableway Signalman
- Horizontal Directional Drilling Machine
- Hydraulic Casing Oscillator Operator-drilling depth of 30' maximum
- Hydrovac Operator
- Hydra-Hammer-Aero Stomper
- Micro Tunneling (above ground tunnel)
- Power Concrete Curing Machine Operator
- Power Concrete Saw Operator
- Power - Driven Jumbo Form Setter Operator
- Power Sweeper Operator
- Rock Wheel Saw/Trencher
- Roller Operator (compacting)
- Screed Operator (Asphalt or Concrete)
- Trenching Machine Operator (up to 6 ft.)
- Vacuum or Muck Truck

#### **Group 5**

- Equipment Greaser (Grease Truck/Multi-Shift)

#### **Group 6**

- Articulating Material Hauler
- Asphalt Plant Engineer
- Batch Plant Operator
- Bit Sharpener
- Concrete Joint Machine Operator (canal and similar type)
- Concrete Placer Operator
- Concrete Planer
- Dandy Digger
- Deck Engine Operator
- Deck Engineer
- Derrickman (Oilfield type)
- DeSanding Plant Operator
- Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
- Drilling Machine Operator (including water wells)

- Force Feed Loader
- High Rail Swivel Dump
- Hydraulic Casing Oscillator Operator
- Hydro Seeder Machine Operator (straw, pulp or seed)
- Jackson Track Maintainer, or similar type
- Machine Tool Operator
- Maginnis Internal Full Slab Vibrator
- Mechanical Berm, curb or gutter (concrete or asphalt)
- Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
- Micro Tunnel System (below ground)
- MST 2200, Track Dumps
- Pavement Breaker Operator (truck mounted)
- Prentice High Rail Loader
- Railcar Mover
- Road Oil Mixing Machine Operator
- Roller Operator (asphalt or finish)
- Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
- Self-Propelled Tar Pipelining Machine Operator
- Rumble Strip Grinder
- Skiploader Operator (crawler and wheel type, over  $\frac{3}{4}$  yd. and up to and including  $1\frac{1}{2}$  yds.)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
- Tugger Hoist Operator (1 drum)
- Ultra High-Pressure Waterjet Cutting Tool System Operator
- Vacuum Blasting Machine Operator
- Volumetric Mixer Operator
- Welder - General

#### **Group 7**

- Welder - General (Multi-Shift)

#### **Group 8**

- Allroad Mobile Timber Harvester (Albach or similar types)
- Asphalt or Concrete Spreading Operator (Tamping or Finishing)
- Asphalt Paving Machine Operator (Barber Greene or similar type)
- Asphalt-Rubber Distributor Operator
- Backhoe Operator (up to and including  $\frac{3}{4}$  yd.) Small Ford, Case or similar.
- Backhoe Operator (over  $\frac{3}{4}$  yd. and up to 5 cu. yd. M.R.C)
- Barrier Rail mover
- Cable Bundling Machine Operator
- Cable Trenching Machine Operator (Spider Plow or similar types)
- Cast in Place Pipe Laying Machine Operator
- Cold Foamed Asphalt Recycler
- Combination Mixer and Compressor Operator (Gunit Work)
- Compactor Operator - self propelled
- Concrete Mixer Operator - Paving
- Crushing Plant Operator (Non-Portable)
- Drill Doctor

- Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
- Elevating Grader Operator
- Excavator Track/Rubber-Tired- with all attachments (operating Weight 21,000 lbs-1000,000 lbs.
- Global Positioning Systems/GPS
- Grade Checker
- Gradall Operator
- Grouting Machine Operator
- Heavy Duty Repairman
- Heavy Equipment Robotics Operator
- Hydraulic Casing oscillator Operator-drilling depth of 60' maximum
- Hydraulic Operated-drilling depth of 60" maximum
- Hydraulic Operated Grout Plant (excludes hand loading)
- Kalamazoo Ballast Regulator or similar type
- Kalamazoo Switch Tamper, or similar type
- Klemm drill Operator or similar types
- Kolman Belt Loader and similar type
- Le Tourneau Blob Compactor or similar type
- Lo Drill
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Master Environmental Maintenance Mechanic
- Mobark Chipper or similar types
- Ozzie Padder or similar types
- PC 490 Slot Saw
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Portable Crushing Plant Operator
- Prentice 721E Hydro-Ax
- Pumpcrete Gun Operator
- RCM Cementing Unit Operator
- Rail/Switch Grinder Operator (Harsco or similar types)
- Rail Tie Crane (Kershaw or similar type)
- Rock Drill or similar types
- Rotary Drill Operator (excluding Caison type)
- Roto Mill Operator
- Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
- Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
- Self-Propelled Curb and Gutter Machine Operator
- Shuttle Buggy
- Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
- Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
- Soil Stabilizer and Reclaimer
- Surface Heaters and Planer Operator

- Somero SXP Laser screed
- Speed Swing Operator
- Spike Driver (Nordco Hammer or similar types)
- Surface Heaters and Planer Operator
- Tie Adzer
- Track Spike Puller Machine Operator (Nordco or similar types)
- Tractor Compressor Drill Combination Operator
- Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
- Tractor Operator (boom attachments)
- Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
- Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating  
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
- Ultra High-Pressure Waterjet Cutting Tool System Mechanic
- Water Pull (compaction)

#### **Group 9**

- Heavy Duty Repairman (Multi-Shift)

#### **Group 10**

- Backhoe Operator (over 5 cu.yds. M.R.C)
- Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
- Dual Drum Mixer
- Heavy Duty Repairman-Welder Combination
- Hydraulic Casing Oscillator Operator-drilling depth of 105' maximum
- Monorail Locomotive Operator (diesel, gas or electric)
- Motor Patrol - Blade Operator (single engine)
- Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
- Pneumatic Pipe Ramming Tool and similar types
- Pre-Stressed Wrapping Machine Operator (2 Operators required)
- Production Tamper – Harsco or similar
- Rail Dynamic Stabilizer
- Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
- Tower Crane Repairman
- Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
- Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with hoisting and placing materials)
- Welder-Certified
- Woods Mixer Operator (and similar Pugmill equipment)

#### **Group 11**

- Dynamic Compactor LDC350 (or similar types)
- Heavy Duty Repairman-Welder Combination (Multi-Shift)
- Welder-Certified (Multi-Shift)

#### **Group 12**

- Auto Grader Operator
- Automatic Slip Form Operator
- Backhoe Operator (over 7 cu. Yds, M.R.S)
- Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
- Excavator Track/Rubber Tired – with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs.)
- Hoe Ram or similar with Compressor
- Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum
- Mass Excavator Operator - Less than 750 cu. yds.
- Mechanical Finishing Machine Operator
- Mobile Form Traveler Operator
- Motor Patrol Operator (multi-engine)
- Pipe Mobile Machine Operator
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
- Vermeer Rock Trencher (or similar type)

### **Group 13**

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

### **Group 14**

- Canal Liner Operator (not less than four (4) employees – Operator, Oiler, Welder, Mechanic, Grade Checker required)
- Canal Trimmer Operator
- Drilling machine Operator, Bucket or auger Types (Calweld, Auger 200 CA or similar types – Watson, August 6000 or similar types-Hughes Super Duty, Auger 200 or similar types – drilling depth of 300" maximum)
- Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar (\$1.00) per hour additional to base rate)
- Wheel Excavator Operator (over 750 cu. yds. per hour)

### **Group 15**

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

### **Group 16**

- Excavator track/Rubber-Tired-with all attachments (Operating Weight exceeding 200,000lbs)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)



**Group 17**

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

**Group 18**

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

**Group 19**

- Rotex Concrete Belt Operator (or similar types)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

**Group 20**

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**Group 21**

- Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

**Group 22**

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

**Group 23**

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

**Group 24**

- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)



**Group 25**

- Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
- Pedestal Concrete Pump Operator
- Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- Spyder Excavator Operator, with all attachments

**OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT****Group 1**

- A-Frame or Winch Truck Operator
- Ross Carrier Operator (jobsite)

**Group 2**

- Bridge-Type Unloader and Turntable Operator
- Helicopter Hoist Operator

**Group 3**

- Hydraulic Boom Truck (Pitman)
- Knuckleboom
- Spyder Crane (or similar type)
- Stinger Crane (Austin-Western or similar type)
- Tugger Hoist Operator (1 drum)

**Group 4**

- Bridge Crane Operator
- Creter Crane Operator
- Hoist Operator (Chicago Boom and similar type)
- Lift Mobile Operator
- Lift Slab Machine Operator (Vagtborg and similar types)
- Material Hoist/Manlift Operator
- Ojjo Earth Truss Driver Machine Operator or similar types
- PD10 Pile driver (or similar types)
- Polar Gantry Crane Operator
- Prentice Self-Loader
- Self-Climbing Scaffold (or similar type)
- Shovel, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
- Silent Piler (Giken or similar types)
- Snobble Unit (pin-n-go or similar type)
- Tugger Hoist Operator (2 drum)

**Group 5**

- Pedestal Crane Operator
- Shovel, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
- Tower Crane Repairman
- Tugger Hoist Operator (3 drum)

**Group 6**

- Crawler Transporter Operator (Track or Rubber-Tired, Goldhofer or similar type)
- Derrick Barge Operator (under 25 tons, up to and including 50 tons M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton M.R.C.)
- Shovel, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)
- Timber Handler – Sennebogen or similar types (tree hoisting/removal/site clearing)
- Rotational Telehandler Operator (when Crane Certification is required)
- Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types)

#### **Group 7**

- Derrick Barge Operator (over 25 tons, up to and including 50-ton M.R.C.)
- Highline Cableway Operator
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50-ton M.R.C.)
- K-Crane
- Polar Crane Operator
- Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).

#### **Group 8**

- Oiler (40 tons up to including 200 tons M.R.C)

#### **Group 9**

- Oiler (Over 200 tons)

#### **Group 10**

- ABI/Fundex Machine
- Derrick Barge Operator (over 50 tons, up to and including 100-ton M.R.C)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100-ton M.R.C)
- Vibrocat Stone Column Operator or similar types

#### **Group 11**

- Crane Heavy Duty Repairman

#### **Group 12**

- Crane Operator (up to and including 40-ton capacity)

#### **Group 13**

- Derrick Barge Operator (over 100 tons, up to and including 200-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200-ton M.R.C)

#### **Group 14**

- Luffing Boom Oiler

#### **Group 15**

- Derrick Barge Operator (over 200 tons, up to and including 300-ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300-ton M.R.C.)

**Group 16**

- Crane Operator (over 40 tons, up to and including 79-ton M.R.C.)

**Group 17**

- Crane Operator (over 80 Tons, up to and including 150-ton M.R.C.)

**Group 18**

- Derrick Barge Operator (over 300 tons)
- Helicopter Pilot
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
- Tower Crane Operator (over 300 tons)

**Group 19**

- Crane Operator (over 150 tons, up to and including 200-ton M.R.C.)

**Group 20**

- Crane Operator (over 200 tons, up to and including 250-ton M.R.C.)

**Group 21**

- Crane Operator (over 250 tons, up to and including 300-ton M.R.C.)

**Group 22**

- Crane Operator (over 300 tons, up to and including 350-ton M.R.C.)

**Group 23**

- Crane Operator (over 350 tons, up to and including 500-ton M.R.C.)

**Group 24**

- Crane Operator (over 500 tons M.R.C.)

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**OPERATING ENGINEER-SURVEYOR GROUP CLASSIFICATIONS****Group 1**

- Chainman

**Group 2**

- Rodman

**Group 3**

- Group Penetrating Radar Operator (when used in conjunction with survey work)
- Instrument man
- Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with survey work)

**Group 4**

- Global Position Systems Chainman and Rodman
- Hydrographic Engineering Technician I (Chainman)
- Wild Gyroscope Instrumentman

**Group 5**

- Party Chief

#### **Group 6**

- E.D.M. or Fathometer Instrument man

#### **Group 7**

- Certified Party Chief

#### **Group 8**

- Hydrographic Engineer Party Chief

#### **Group 9**

- Certified Hydrographic Engineer Party Chief
- Global Position Systems Party Chief

#### **Group 10**

- Chief of Parties - Two (2) or more crews
- 

### **OPERATING ENGINEER-Tunnel**

#### **Group 1**

- Heavy Duty Repairman Helper

#### **Group 2**

- Skiploader (wheel type up to  $\frac{3}{4}$  yd. without attachment)

#### **Group 3**

- Chainman
- Power - Driver Jumbo Form Setter Operator

#### **Group 4**

- Dinkey Locomotive or Motorman (up to and including 10 tons)
- Rodman

#### **Group 5**

- Bit Sharpener
- Equipment Greaser (Grease Truck)
- Instrumentman
- Multi Service Vehicle (MSV) Operator
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
- Tugger Hoist Operator (1 drum)
- Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
- Welder - General

#### **Group 6**

- Backhoe Operator (up to and including  $\frac{3}{4}$  yd.) Small Ford, Case or similar types
- Drill Doctor
- Grouting Machine Operator
- Heading Shield Operator

- Heavy Duty Repairman
- Jumbo Pipe Carrier
- Loader Operator (Athey, Euclid, Sierra and similar types)
- Mucking Machine Operator (1/4 yd.)
- Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
- Pneumatic Heading Shield (tunnel)
- Pumpcrete Gun Operator
- Tractor Compressor Drill Combination Operator
- Tugger Hoist Operator (2 drum)
- Tunnel Locomotive Operator (over 30 tons)

**Group 7**

- Heavy Duty Repairman-Welder Combination

**Group 8**

- Party Chief

**Group 9**

- Certified Chief of Party
  - Tunnel Mole Boring Machine Operator
-

**OPERATING ENGINEER**  
**Field Soils and Material Tester Building/Construction Inspector**

**Group 1**

- Field Soils and Material Tester
- Field Asphaltic Concrete (Soils and material Tester)
- Field Earthwork (Grading and Excavation and Filing)
- Hazardous Materials Soils and Material Tester
- Load Testing Inspector
- Profilograph
- Roof Inspector
- Soil Inspector
- Water Proofer/Methane

**Group 2**

- AWS-CWI Welding Inspector
- Building/Construction Inspector
- Fiber Wrap Inspector
- Firestopping Inspector
- Ground Penetrating Radar Operator (when used in conjunction with field soils and material testing – building/construction inspection)
- Reinforcing Steel
- Reinforced Concrete
- Pre-Tension Concrete
- Post-Tension Concrete
- Structural Steel and Welding Inspector
- Glue-Lam and Truss Joints
- Truss-Type Joint Construction
- Shear Wall and Floor System used as diaphragms
- Concrete Batch Plant
- Spray-Applied Fireproofing
- Structural Masonry

**Group 3**

- Licensed Grading Inspector
- Nondestructive Testing (NDT)
- Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with field soils and material testing – building/construction inspection)

Supplemental Condition #7

**CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed under the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

Supplemental Condition #8

**SPECIAL CONDITIONS PERTAINING TO HAZARDS  
SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. Lead Based Paint Hazards

(Applicable to contracts or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead Based paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead base paint hazards under sub part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives close to such property, at least 8 hours before blasting is done. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.



Supplemental Condition #9

**UNFAIR TRADE PRACTICES**

Grantees or sub grantee recipients entering into contracts public construction, alteration, or repair of any public building or public works project subject to the prohibitions described in this Notice shall include the following provisions in all such contracts:

Restrictions on Public Buildings and Public Works Projects

(a) Definitions. "Component," as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country –

(1) If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

(2) If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

(3) If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

(4) In the case of a partnership, if any general partner is a citizen of the foreign country;

(5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(6) In the case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

"Product", as used in this clause, means construction materials – i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the grantee or sub grantee will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not (10 knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of

## NEVADA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

countries that discriminate against U.S. firms published by the United States Trade Register (USTR) (see paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country – Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (c) of Pub. L. 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

## **FORMS TO BE COMPLETED BY AWARDED CONTRACTORS**

\*These documents are due prior to construction starting

### **TABLE OF CONTENTS FOR SECTION:**

1. Wage Comparison Worksheet \*
2. WH347 Certified Payroll Record & Instructions
3. Non-Performance Report
4. Certification of Understanding and Authorization\*
5. Grantees Notification of Contractors and Subcontractors\*
6. Apprenticeship Certification\*



# U.S. Department of Labor

Wage and Hour Division

## Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025  
OMB No.: 1235-0008  
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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							OT																		
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

### Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.			PAYROLL NO.			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME				
PROJECT LOCATION						WEEK ENDING DATE			CERTIFYING OFFICIAL'S NAME AND TITLE				
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:													
<input type="checkbox"/> The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.													
<input type="checkbox"/> All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.													
<input type="checkbox"/> The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.													
<input type="checkbox"/> Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.													
APPRENTICESHIP PROGRAM NAME						REGISTERED			NAME OF LABOR CLASSIFICATION				
						<input type="checkbox"/> OA <input type="checkbox"/> SAA							
						<input type="checkbox"/> OA <input type="checkbox"/> SAA							
						<input type="checkbox"/> OA <input type="checkbox"/> SAA							
<input type="checkbox"/> Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.													
HOURLY CREDIT FOR FRINGE BENEFITS													
If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.													
NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		<input type="checkbox"/> Funded <input type="checkbox"/> Unfunded		
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
<input type="checkbox"/> All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.													
ADDITIONAL REMARKS													
SIGNATURE OF CERTIFYING OFFICIAL						DATE		TELEPHONE NUMBER			EMAIL ADDRESS		
								(____) ____ -____					
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.													

## Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- [WH-347](#) (PDF)

OMB Control No. 1235-0008, Expires 01/31/2028.

**General:** Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, “furnish a statement on the wages paid each employee during the prior week.” U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed “Statement of Compliance” (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor’s obligation to pay fringe benefits may be met through the contractor’s contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits and provides for the contractor or subcontractor’s certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

**Detailed instructions for completing the first page of Form WH-347 follow:**

**“Check Box” for Submission of Final DBRA Certified Payroll Form:** Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

**“Check Box” for Prime Contractor or Subcontractor:** Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

**Project Name:** Enter the name of the project on which you are reporting.

**Project No. or Contract No.:** Enter the project number or the prime contract number assigned by the relevant contracting agency (if available). This will be the CDBG project number.

**Certified Payroll No.:** Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

**Prime Contractor’s/Subcontractor’s Business Name:** Enter the business’ legal name.

**Project Location:** Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

**Wage Determination No.:** Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

**Week Ending Date:** Enter the workweek ending date for this pay period.

**Prime Contractor’s/Subcontractor’s Business Address:** Enter the company’s full business address.

**Column 1A – Worker Entry No.:** Beginning with the number “1”, enter each worker’s entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

**Column 1B – Worker Last Name:** Self-explanatory.

**Column 1C – Worker First Name:** Self-explanatory.



**Column 1D – Worker Middle Initial:** Self-explanatory.

**Column 1E – Worker Identifying No.:** Enter each worker’s individual identifying number (e.g., last four digits of the worker’s social security number or any number specific to the individual worker) on each weekly certified payroll submitted. **Note:** *workers’ full Social Security numbers must **not** be included.*

**Column 2 – Journeyworker / Registered Apprentice:** Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

**Column 3 – Labor Classification:** List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

**Column 4 – Hours Worked Each Day:** In column 4 in the table above row 1, please enter the first letter for each day of the contractor’s workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor’s workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). **Note:** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).*

**Column 5 – Total Hours Worked for the Week:** Enter the total number of the hours worked entered in column four.

**Column 6A – Hourly Wage Rate Paid for ST and OT:** For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. **Note:** *do not include cash payments in lieu of fringe benefits in this column.*

**Column 6B – Total Fringe Benefit Credit:** Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

**Column 6C – Payment in Lieu of Fringe Benefits:** Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

**Column 7A – Gross Amount Earned:** Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

**Column 7B –Gross Amount Earned for all Work:** If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

**Column 8 – Deductions for all Work:** Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. **Note:** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

**Column 9 – Net Payment to Worker for All Work:** Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

**Detailed instructions for completing the second page of Form WH-347 follow:**

**Project Name:** Enter the name of the project on which you are reporting.

**Project No. Or Contract No.:** Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

**Payroll No.:** Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

**Prime Contractor’s/Subcontractor’s Business Name:** Enter the business’ legal name.

**Project Location:** Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

**Week Ending Date:** Enter the workweek ending date for this pay period.

**Certifying Official’s Name and Title:** Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

**Statement of Compliance:** While the “Statement of Compliance” need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please “check” each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL’s Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter “Not Applicable” or “N/A” in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

**Note:** *If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

**Additional Remarks:** Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

**Signature of Certifying Official, Date, Telephone Number, and Email Address:** The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity. **Note:** *Photocopies or scanned copies of signatures do not satisfy this requirement.*

STATE OF NEVADA



OFFICE OF THE LABOR COMMISSIONER

<http://labor.nv.gov>

**NON-PERFORMANCE PAYROLL REPORT FOR PUBLIC WORKS PROJECTS**

Pursuant to Chapter 338 of the NRS and NAC, respectively, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month.

Report # \_\_\_\_\_ Regular Weekly Report \_\_\_\_\_ Final Report for Project \_\_\_\_\_

Bid/Project # \_\_\_\_\_ PWP- \_\_\_\_\_

Project Title \_\_\_\_\_

Prime Contractor Name \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Public Body Awarding Contract \_\_\_\_\_

Payroll period \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_  
Month and Day Year Month and Day Year

I hereby certify that no employees or owner/operators were used on the construction of this Public Works project during the payroll period above.

\_\_\_\_\_  
Name & Title (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Company Letterhead

### **CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION**

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Federal Statement of Compliance which will accompany our weekly certified payroll reports for this project:

\_\_\_\_\_  
IRS Employer Identification Number

\_\_\_\_\_  
Authorized Payroll Officer (signature)

\_\_\_\_\_  
Name of Authorized Payroll Officer  
(Print or type)


\_\_\_\_\_  
Prime Contractor/Subcontractor  
(Print or Type name of firm)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title (Print or type)

\_\_\_\_\_  
Date

**GRANTEE'S NOTIFICATION OF CONTRACTS/SERVICE AWARDED**

<b>Email or Mail to:</b>  808 West Nye Lane Carson City, NV 89703 775-687-9900	Date Submitted to CDBG:	
	Grantee- City/County:	
	Project Name:	
	Grant #:	
	Bid open Date:	Total Vendor's \$:

A. Vendor's & Subvendor's Name & Address *Denote PRIME	B. Vendor License Number	C. Vendor Federal Tax ID Number	D. Awarded Contract Amount	E. Wage Decision Number	F. MOD number	G. Modification Number	H. Estimated		I. Crafts to be used
							Start Date	Completion Date	

For Construction projects boxes A-I need to be filled out.

For all other projects fill out all boxes but E,F, & G.



**CERTIFICATE OF PROPOSED CONTRACTOR & SUB-CONTRACTORS  
REGARDING  
APPRENTICESHIP UTILIZATION ACT  
(To Accompany All Proposals)**

The undersigned bidder, proposed contractor or subcontractor(s) certifies that:

1. This contract is for a public work project as set forth in Nevada Revised Statutes Chapter 338.
2. The Contractor and all Sub-Contractors are aware of and shall comply and solely be responsible with all aspects of the Nevada Revised Statutes and the Nevada Administrative Code Chapter 338, Senate Bill 82 with regards to the Apprenticeship Utilization Act, as it applies to NRS 610 and NAC 610 for all Contracts Bid after January 1, 2024.
3. The Contractor and Sub-Contractors shall provide to the Engineer copies of all paperwork on this item for their records.

\_\_\_\_\_  
Name of Bidder / Contractor / Sub-Contractor

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date