

**BOARD OF FIRE COMMISSIONERS**

Bob Lucey, Chair  
Marsha Berkgigler, Vice Chair  
Kitty Jung  
Vaughn Hartung  
Jeanne Herman

**FIRE CHIEF**

Charles A. Moore

**DEPUTY DISTRICT ATTORNEY**

David Watts-Vial

**Notice of Meeting and Agenda****TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

**9:00 a.m.**

**Tuesday, June 20, 2017**

**Washoe County Administrative Complex, Commission Chambers  
1001 E. Ninth Street, Reno, Nevada**

**NOTE:** Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later.

The Washoe County Commission Chambers is accessible to the disabled. If you require special arrangements for the meeting, call the Truckee Meadows Fire Protection District Office, 326-6000, 24-hours prior to the meeting.

**Time Limits.** Public comments are welcomed during the Public Comment periods for all matters, whether listed on the agenda or not, and are limited to three minutes per person. Additionally, public comment of three minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Board meeting. Persons may not allocate unused time to other speakers.

**Forum Restrictions and Orderly Conduct of Business.** The Board conducts the business of the District and its citizens during its meetings. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks which antagonize or incite others are examples of speech that may be reasonably limited.

**Responses to Public Comments.** The Board can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Board. However, responses from Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board will consider, the Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for staff action or to ask that a matter be listed on a future agenda. The Board may do this either during the public comment item or during the following item: “\*Commissioners’/Chief’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda”.

Pursuant to NRS 241.020, the Agenda for the Board of Fire Commissioner Meetings has been posted at the following locations: Washoe County Administration Building (1001 E. 9<sup>th</sup> Street, Bldg. A), Washoe County Courthouse-District Court Administrator/Clerk of Court (75 Court Street), Washoe County Downtown Library (301 South Center Street) and Sparks Justice Court (1675 East Prater Way) and Truckee Meadows Fire Protection District's website at [www.washoecounty.us/tmfpd](http://www.washoecounty.us/tmfpd)

Support documentation for the items on the agenda, provided to the Board of Fire Commissioners is available to members of the public at the District's Admin Office (1001 E. 9th Street, Bldg. D, 2<sup>nd</sup> Floor, Reno, Nevada) Sandy Francis, Administrative Assistant I, phone (775) 328-6124 and on the Truckee Meadows Fire Protection District's website at [www.washoecounty.us/tmfpd](http://www.washoecounty.us/tmfpd) ; and <https://notice.nv.gov>.

All items numbered or lettered below are hereby designated **for possible action** as if the words "for possible action" were written next to each item (NRS 241.020). An item listed with asterisk (\*) next to it is an item for which no action will be taken.

9:00 am \*1. Salute to the Flag

\*2. Call to order/roll call

\*3. Public Comment - Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.

\*4. Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).

5. Consent Items:

A. Approval of minutes from the May 16, 2017 meeting.

B. Approval of three (3) separate 2017 Cooperative Agreements to include Corresponding Annual Operating Plans between Truckee Meadows Fire Protection District and the following agencies: North Lake Tahoe Fire Protection District, North Lyon County and the Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District.

C. Approve a Resolution authorizing Truckee Meadows Fire Protection District staff to purchase personal property and equipment necessary to accomplish the purposes of NRS 474.460 through NRS 474.540 and describing a process and limitations for such purchases.

D. Accept a cash donation in the amount of \$2,500 from Curtis and Liz Weishahn of Reno Nevada for use at Truckee Meadows Fire Station 36 and to express appreciation for their thoughtful contribution.

\*6. I.A.F.F. Local 3895 Report

\*7. New Employee Introduction  
Division Chief Matt Loughran  
Fire Prevention Specialist Brett Lee

8. A. Discussion and possible direction to staff on the Fire Chief Report to include the following items related to fire district operations:
  1. Addition of Response Resources
  2. Volunteer Program Update
  3. Update on Sun Valley Cleanup Event
  4. Mutual and Automatic Aid Update
  5. Verdi Fire Protection Services UpdateB. Career Statistics and Report for April 2017  
C. Volunteer Statistics and Report for April 2017
9. Discussion and possible direction to staff regarding ownership of volunteer Station 351 in Verdi and possible improvements to Verdi fire protection services.
10. Discussion and possible approval of a Mutual Aid Agreement between Truckee Meadows Fire Protection District and the Regional Emergency Medical Services Authority.
11. Recommendation that the Board of Fire Commissioners approve quarterly requests for reimbursement from the Washoe County, Nevada OPEB Trust Fund to Truckee Meadows Fire Protection District for the cost of retiree health insurance premiums.
12. Discussion and possible action to approve the Truckee Meadows Fire Protection District to pay Workers' Compensation Heart and Lung Claims for the 1<sup>st</sup> and 2<sup>nd</sup> quarter of Fiscal Year 16/17 in the amount not to exceed \$142,623.29 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$325,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's Fiscal Year 16/17 Workers' Compensation Fund Budget in the amount of \$325,000 for the purpose of paying Workers' Compensation Heart and Lung claims to the City of Reno for FY16/17.
13. Discussion and approval of the Property and Liability and Workers' Compensation Insurance Policy for the Truckee Meadows Fire Protection District with the Travelers Insurance to include Data and Security liability through AIG, Pollution Liability through Great American, and Excess Earthquake coverage through Houston Casualty for one year beginning July 1, 2017 for a total annual premium of \$1,167,884.
14. Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, and objectives.
15. Recommendation to approve an Owner-CMAR Construction Agreement between Truckee Meadows Fire Protection District and CORE Construction, Inc. to provide Construction Manager At Risk (CMAR) construction services for the Truckee Meadows Fire Protection District – Station 14 with a total project cost of \$5,459,838.

16. Discussion and direction to staff regarding 2017 Nevada Legislative Session and other legislative issues proposed by legislators, or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Truckee Meadows Fire Protection District.
- \*17. Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).
18. Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.
- \*19. Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.



**BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD)**

TUESDAY

9:00 a.m.

MAY 16, 2017

PRESENT:

**Bob Lucey, Chair**  
**Marsha Berkgigler, Vice Chair**  
**Vaughn Hartung, Commissioner**

**Jan Galassini, Chief Deputy County Clerk**  
**David Watts-Vial, Legal Counsel**  
**Charles Moore, Fire Chief**

ABSENT:

**Kitty Jung, Commissioner**  
**Jeanne Herman, Commissioner**

The Board convened at 9:07 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

**17-071F      AGENDA ITEM 3 Public Comment.**

Patrick McLaughlin asked about the level of paramedic service that would be available given the closing of a nearby fire station which had been 3.3 miles from his house. The new station was 6.2 miles away and he reported there were occasions when Station #35 was not staffed. He requested Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore hold another town hall meeting and he invited Chair Lucey to attend. He wondered when his questions would be answered. Chair Lucey responded the Board could not answer questions at the meeting but he directed staff to meet with Mr. McLaughlin after the meeting.

Roger Puccinelli asked for an update about Chief Moore's progress on the topic of mutual aid. At the February meeting, Chief Moore said the nearest fire station to Mr. Puccinelli's house was far away with no freeway access. Mr. Puccinelli said they made that drive in 12 minutes but alleged the County took 46 minutes to arrive responding to his call. He asked the Board put fire protection ahead of other issues.

Scott Farrell stated Mr. McLaughlin asked his question and he had nothing further to add.

Ed Pitchford claimed many Verdi residents felt they did not have adequate fire protection. He pointed out Verdi lost 25 volunteers and alleged Galena and Gerlach also lost volunteers. He said there were no volunteers in Verdi and, while there were four

**AGENDA ITEM #5A**

**MAY 16, 2017**

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fire vehicles, there was nobody to drive them. He commented response time had gone up as had insurance rates. He brought up a petition signed by more than 300 Verdi residents asking for certain things in the budget. He alleged there was no justification for the Hidden Valley fire station to be moved and requested the Board consider providing a fire station in Verdi before moving an operational fire station. He requested they put the topic on the June agenda.

Michael Widmer, a semi-retired employee with the Washoe County Department of Water Resources, stated he was outside on August 2, 2016 when his neighbor's house went up in flames. He said while deciding whether to evacuate, he witnessed inadequate firefighting. He felt if his house caught fire it would burn to the ground and said he felt the residents of Verdi were being ignored. He sought leadership from the Board.

Rich Loverde mentioned at a Verdi community meeting he asked what would be done immediately to help the residents of Verdi. He had requested a written fire plan to prevent future disasters such as the Puccinelli fire but heard no response. He requested a documented plan.

Carly Borchard said she was a member of the West Truckee Meadows/Verdi Township Citizen Advisory Board (CAB) as well as the City of Reno Neighborhood Advisory Board (NAB). She stressed fire protection was very important to Verdi residents especially considering the development planned through the City of Reno. She claimed population was projected to double yet insufficient infrastructure was in place. She opined the County's fire service had to be up to par since she felt the Reno Fire Department could not properly protect its population. She requested they retain the closed Verdi fire station's land for future use.

**17-072F**      **AGENDA ITEM 4** Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).

Fire Chief Charles Moore announced construction on station 14 would begin in July, 2017 and they would know the guaranteed maximum price from the contractor around mid-June. He anticipated a 10 or 11 month construction period. He stated there was a segment missing in the Verdi fire report about the Truckee Meadows Fire Protection District's (TMFPD) global response to rural fire, so he returned it for completion and hoped to bring it to the board in June. He mentioned the key issue was whether the fire department's response was material to the outcome of fire. He said by the time they arrived to the Verdi home there was substantial fire involvement and it would be important for the Verdi community to understand what fire services they had. Finally, Chief Moore read a letter from Curtis and Liz Weishahn which was placed on file with the Clerk. He noted he would bring back the donation mentioned in the Weishahn's letter to the Board as an action item at the June meeting.

Commissioner Berkbigler asked if the Verdi study would present information about how to address the concerns of Verdi citizens. Chief Moore responded that information would be best given at a community meeting since the study would focus on whether the fire department's performance was material to the outcome of the fire and the department's global capability with respect to rural fire protection. He felt the issue in Verdi was due to water resource problems and not the proximity to the fire.

Answering Commissioner Berkbigler's question about the volunteer fire station, Chair Moore said the County owned it but there were complications in rebuilding it. The historical society wanted to take ownership of the schoolhouse which was on the same lot as the station. Chair Lucey suggested bringing back the topic at a different meeting since it was not on the day's agenda. Commissioner Berkbigler agreed and asked that it be brought back at a later time for discussion.

Commissioner Hartung asked Chief Moore to present the historic numbers of fire and Emergency Medical Services (EMS) calls out of Verdi to determine if a career station was warranted. He remarked there was a desire for a full-time station in Wadsworth but the number of calls did not justify one. He commented the mutual aid agreement was waiting for the City of Reno's ratification and it had already been signed by the City of Sparks. He wondered what the timeline for the development of proper infrastructure would be if the City of Reno approved subdivisions in the Verdi area.

Chair Lucey directed Chief Moore to notify him if a community meeting was scheduled so he could attend. He promoted a wildfire awareness meeting on Sunday May 21, 2017 from noon to 2 p.m.

#### **CONSENT ITEMS**

- 17-073F**     **5A** Approval of minutes from the April 18, 2017 meeting.
- 17-074F**     **5B** Discussion and possible approval of an Interlocal Agreement – Washoe County Sheriff Raven Helicopter Program and the Truckee Meadows Fire Protection District [\$65,000] for the provision, when requested of a helicopter or other aircraft and personnel and to approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office to be paid in accordance with the Interlocal Agreement.
- 17-075F**     **5C** Approval of a Cooperative Agreement and corresponding Annual Operating Plan between the Truckee Meadows Fire Protection District and the Storey County Fire Department.
- 17-076F**     **5D** Approve a Water Rights Deed between Truckee Meadows Fire Protection District as Grantor and the Truckee Meadows Water Authority, as Grantee in support of new water service to Truckee Meadows Fire Station 14 located at 470 Foothill Road.

- 17-077F**      **5E** Discussion and possible approval to amend certain articles to the Truckee Meadows Chief Officers Association Collective Bargaining Agreement to include the position of Division Chief Effective May 16, 2017.
- 17-078F**      **5F** Accept donation of a Panasonic 50" monitor with an estimated value of \$500 from the Nevada Department of Education in support of the Truckee Meadows Fire Protection District Lemmon Valley Volunteer Fire Station #223 and to express appreciation for the thoughtful contribution.
- 17-079F**      **5G** Accept a monetary donation in the amount of \$700 from Marsha Berkbigler, \$500 from Vaughn Hartung, \$500 from Jeanne Herman, \$300 from Charles Moore, and \$99 from Thomas and Jaqueline Daly in support of and on behalf of the Truckee Meadows Firefighters Association Local 3895 to fund scholarships for children ages 11-14 throughout our community to attend the 2017 Fire Kids Camp, and to express sincere appreciation for the thoughtful contribution.

Fire Chief Charles Moore asked to pull Agenda Item 5H from the consent items for further clarification. Commissioner Berkbigler read the donations, Agenda Items 5F and 5G.

There was no response to the call for public comment.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that the Consent Agenda Items 5A through 5G be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5G are attached hereto and made a part of the minutes thereof.

- 17-080F**      **5H** Accept a monetary donation in the amount of \$5,500 from Vaughn Hartung and \$5,500 from Bob Lucey to fund overtime for Truckee Meadows Fire Protection District employees to participate in the 2017 Fire Kids Camp, and to express sincere appreciation for the thoughtful contribution.

Chief Moore clarified the two donations in Agenda Item 5H were coming from Chair Lucey and Commissioner Hartung's discretionary funds from the County, not from their personal accounts. He stated the staff report did not make that clear. Chair Lucey confirmed the donations were coming from their discretionary accounts.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that the Agenda Item 5H be accepted.

**17-081F      AGENDA ITEM 6 I.A.F.F. Local 3895 Report**

Chair Lucey announced there were no representatives from the International Association of Fire Fighters (IAFF) Local 3895 present to give a report.

**17-082F      AGENDA ITEM 7 Promotional Announcement  
Division Chief Joe Kammann**

Fire Chief Charles Moore announced the promotion of Joe Kammann from Captain to Division Chief of Emergency Medical Services (EMS). He praised Mr. Kammann's paramedic abilities and stated the department received more compliments on their ability to deliver medical services than any other service they provided. Mr. Kammann's wife Heather pinned the new badge on him and Chair Lucey congratulated him on the promotion.

**17-083F      AGENDA ITEM 8 A. Discussion and possible direction to staff on the  
Fire Chief Report to include the following items related to fire district  
operations:**

1. Volunteer Program Update
  2. Update on Division and Deputy Chief selection
  3. Fuels Management Update
  4. Presentation on District's use of Drones
  5. Burn Permit Update
- B. Career Statistics and Report for February and March 2017  
C. Volunteer Statistics and Report for February and March 2017

Fire Chief Charles Moore stated by the end of June he hoped to have close to 100 volunteers. He noted they had promoted Joe Kammann to Division Chief of Emergency Medical Services (EMS) and announced they had selected Matt Loughran as Division Chief of Fire Training. He praised the reputation Mr. Blocker received throughout the country. Since the Truckee Meadows Fire Protection District (TMFPD) had not intended to hire two Division Chiefs, they intended to forego the position of Fuels Management Officer. He noted staff indicated they wanted to support the training program on both the volunteer and the career side. He mentioned they had not yet found a candidate for Deputy Chief and they would be restarting the search in June.

Chief Moore introduced his vision of creating a transfer station for vegetative waste since one already existed for cardboard, aluminum, and plastic. He claimed there were many burn permits requested and each one represented a fire risk to the community. He said four controlled fires escaped their confines during the year but fortunately none escalated to a severe fire. He noted the Little Valley Fire began as a controlled burn performed by professionals. He said the strategy was to reduce the number of burn permits issued and give residents a chance to dispose of vegetative waste by means other than filling a Waste Management (WM) garbage can. Pending the ability to find suitable land, the District would compost, chip, and burn all vegetation; WM agreed to partner with the District on the project. He noted it would require a Special Use

Permit (SUP), but they already had a chipper and had funds allocated for a burn box. Firefighters would then do the burning rather than citizens. He hoped to see one transfer station in the North Valleys in late fall and, if successful, they could try something similar in the south.

Commissioner Hartung mentioned he had a working relationship with a family in Spanish Springs that took clean yard waste from residents and owned a commercial chipper. He offered to introduce them to the County to discuss a potential partnership. Chair Lucey suggested Commissioner Hartung and Chief Moore speak after the meeting.

Commissioner Berkbigler cited the staff report and asked if the six Verdi volunteers actually lived in Verdi. Chief Moore replied only one or two volunteers lived in Verdi and commented it was a challenge in any community to find volunteers who lived in the area. He said the strategy for utilizing volunteers would be to place them pre-emptively when weather events approached.

Chief Moore said he would postpone the presentation on drones for another meeting.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 8 be accepted.

**17-084F**     **AGENDA ITEM 9** Discussion and possible approval to create one additional Fire Division Chief position and to update the Districts current staffing plan/organizational to reflect the additional position.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 9 be approved and updated.

**17-085F**     **AGENDA ITEM 10** Discussion and possible approval to authorize staff to issue a request for debt financing for Station 14.

Fire Chief Charles Moore stated the District had \$6 million in cash to build Station 14 but had discussed internally whether to spend all \$6 million or hold some back for future capital expenditures. He projected the District would not have cash to build future stations. He explained they had to move Station 37 because the Special Use Permit (SUP) it utilized was expiring in 2018. Additionally they would need capital for rolling stock and facilities. Because they would not have funds for a potential large capital project, he recommended researching a way to leverage financing in the future.

He was researching the cost of full or partial funding for Station 14 and would present that to the Board for discussion at a later date.

Chair Lucey clarified the motion was not to recommend financing but merely to look into the possibilities. Commissioner Hartung asked how those projects would be financed, to which Chief Moore responded bonds were a possibility but it would more likely be medium-term financing. Chief Moore suggested two options were obtaining 10-year term funding or financing only some of the station costs.

There was no public comment on this item.

On motion by Commissioner Berkgigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 10 be approved and authorized.

**17-086F**     **AGENDA ITEM 11** Discussion and possible approval to re-assign a Water Tender project to an HGAC (or similar)-approved vendor in accordance with HGAC-contract pricing, in an amount of \$222,474 per unit.

Fire Chief Charles Moore stated the District had issued Request for Proposals (RFPs) to Burton's Fire, Inc., but the company had not performed as per the RFP. He alleged the company pushed a project back several months and the Truckee Meadows Fire Protection District (TMFPD) did not have confidence the vendor would execute the RFP as envisioned. He requested the District have the ability to exercise their rights as outlined in the RFP and reassign the contract to another vendor.

Answering Commissioner Hartung's query, Chief Moore indicated the difference between a water tender and a water truck a construction company might use was the fire pump. Water trucks did not typically deliver the volume or pressure of water needed, and they did not contain proper compartment space, emergency lighting, or meet National Fire Protection Association (NFPA) requirements. Commissioner Hartung said those differences answered the question of why the District could not use commercial water trucks.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 11 be approved.

**17-087F**      **AGENDA ITEM 12** Discussion and direction to staff regarding 2017 Nevada Legislative Session and other legislative issues proposed by legislators, or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Truckee Meadows Fire Protection District.

Fire Chief Charles Moore stated he had nothing to report.

There was no public comment on this item.

**PUBLIC HEARINGS – 13 & 14**

**17-088F**      **AGENDA ITEM 13** Discussion and action on the Sierra Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2017-18. This item may be continued to Tuesday, May 23, 2017 at 9:00 AM.

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of the final budget. There being no response, the hearing was closed.

Fire Chief Charles Moore commented that, even though the Sierra Fire Protection District no longer existed, the state required an accounting of how any funds from the prior year were disbursed. It would result in the adoption of a budget of \$0.

Chief Financial Officer (CFO) for the Truckee Meadows Fire Protection District (TMFPD) Cindy Vance agreed with Chief Moore's assertion. She noted they would also have to file a zero budget the following year because there was activity as of July 1, 2017 to transfer funds to the TMFPD.

There was no public comment on this item.

On motion by Commissioner Berkbighler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 13 be adopted.

**17-089F**      **AGENDA ITEM 14** Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2017-18. This item may be continued on Tuesday, May 23, 2017 at 9:00 AM.

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of the final budget. There being no response, the hearing was closed.



Chief Financial Officer (CFO) for the Truckee Meadows Fire Protection District (TMFPD) Cindy Vance conducted a Powerpoint presentation with the following slides: Funds FY17/18; General Fund Overview – FY17/18; Revenues FY17/18; General Fund Overview – FY17/18 (two slides); Final Budget – 17/18; Expenses FY 17/18; General Fund FY – 17/18; Proposed Staffing Levels – FY 17/18 (six slides); Capital Projects Fund – 16/17; Capital Outlay FY 17/18, Emergency Fund – 17/18; Other Funds – 17/18; and Conclusion – 17/18. She noted the services and supplies in the capital outlay category included fire masks, hydrant and hose supplies, and radios. She stated the fund put aside for anticipated retirements had a balance of around \$1.9 million in compensated absences accrued.

Chair Lucey commented through cost efficiencies initiated by Chief Moore and the District, they had been able to repurpose staff and maintain expenses at a manageable level. He speculated even though revenues were increasing, they were not sufficient to meet the needs of the District. He indicated that, while the County received tax revenue from all citizens whether residents of the City of Reno or unincorporated County lands, the TMFPD was funded only from unincorporated citizens. He urged Board members that served on regional boards to continue to fight against annexation for that reason.

Responding to Commissioner Hartung's question, Ms. Vance said Dena Wiggins was approved and hired as the department Human Resources (HR) specialist in November 2016. Chief Moore clarified the TMFPD's HR administrator helped with hiring processes, resolving grievances, and addressing employee questions about benefits and health insurance. The District relied on County HR for larger things like labor negotiations but their department administrator handled day-to-day issues.

Commissioner Hartung asked where the new budgeted ambulance would be placed, to which Chief Moore responded it would replace the ambulance at Station 30. He reminded the Board that the Regional Emergency Medical Services Authority (REMSA) authorized the TMFPD to respond to calls south of Bellevue Road. When asked by Commissioner Hartung whether the District would be reimbursed as REMSA was, Chief Moore indicated they could bill for services and he would present a recommendation to the Board of appropriate fees to charge. Chief Moore indicated paramedics and firefighters would both operate the ambulance. He responded to Commissioner Hartung's query that their engine would be taken out of service but it had been called upon very infrequently. He stressed the importance of citizens not having to wait for REMSA. Commissioner Hartung urged the District to push for reimbursement for services rendered since many calls were being made by people with insurance and by residents who were not indigent.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 14 be adopted.

**17-090F      AGENDA ITEM 15 Announcements/Reports.**

Commissioner Hartung requested the issue of ambulance cost recovery be put on the dashboard. Prompted by Chair Lucey's reminder, Commissioner Hartung indicated he would discuss with Chief Moore the possibility of partnering with his contacts regarding yard waste disposal.

Commissioner Berkgigler asked for clarification of what would happen to the 21 percent ending fund balance if the State changed it to 13 percent, which was still possible given some pending legislation. She anticipated that issue being clearer by June.

**17-091F      AGENDA ITEM 16 Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.**

**10:10 a.m.** On motion by Commissioner Berkgigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that the meeting recess to a closed session following the conclusion of the Board of County Commissioners meeting for the purpose of discussing with management representatives labor matters and negotiations.

Deputy District Attorney David Watts-Vial suggested the Chair could call final public comment if desired and then reconvene after the closed session.

**17-092F      AGENDA ITEM 17 Public Comment.**

Jim Sievers expressed surprise that in the Fiscal Year (FY) 2017/18 budget, money was set aside for a new Hidden Valley fire station despite not hearing any complaints about fire protection there. He expressed disappointment that Verdi's water tenders could be delayed. He noted he did not see fire station 351 listed online as a viable station despite having been told in November by Chief Moore he would list it as such.

Sam Dehne spoke about Reno Fire Chief Dave Cochran, Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore, and firefighting C130 cargo planes.

\* \* \* \* \*

**10:16 a.m.** Chair Lucey recessed the meeting until the completion of the closed session.

**1:18 p.m.** There being no further business to discuss, the meeting was adjourned without objection.

**BOB LUCEY**, Chair  
Truckee Meadows Fire  
Protection District

ATTEST:

**NANCY PARENT**, Washoe County Clerk  
and Ex-Officio Clerk, Truckee Meadows  
Fire Protection District

*Minutes Prepared By:*  
*Derek Sonderfan, Deputy County Clerk*



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2017

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** June 7, 2017

**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners

**FROM:** Charles A. Moore, Fire Chief  
Phone: 775.328.6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)

**SUBJECT:** Approval of three (3) separate 2017 Cooperative Agreements to include Corresponding Annual Operating Plans between Truckee Meadows Fire Protection District and the following agencies: North Lake Tahoe Fire Protection District, North Lyon County and the Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District. (All Commission Districts)

### SUMMARY

Approval of three (3) separate 2017 Cooperative Agreements to include Corresponding Annual Operating Plans between Truckee Meadows Fire Protection District and the following agencies: North Lake Tahoe Fire Protection District, North Lyon County and the Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

**Strategic Outcome supported by this item:** *Improve Fire Safety*

### PREVIOUS ACTION

In 2012 the Board of Fire Commissioners approved and approved five (5) year Cooperative Agreements with the above mentioned entities. In addition the Board has approved corresponding Annual Operating Plans on a regular basis.

### BACKGROUND

Approval of the Cooperative Agreement will continue the practice of sharing critical resources in a timely and cost efficient manner and providing our citizens with the high level of service they have come to expect from the District.

The Annual Operating Plans outlines common expectations, operating protocols, reimbursement rates and shared responsibilities, mutual and automatic aid parameters during wildland fires involving the TMFPD and the above mentioned agencies.

Acceptance of the Cooperative and Annual Operating plans will continue the practice of sharing critical resources in a timely and cost efficient manner and providing our citizens with the high level of service they have come to expect from the District.

### **FISCAL IMPACT**

Should there be any costs related to exceeding the time threshold and or the need to enter into cost share agreements, there is sufficient budget authority within the approved 2017/18 budget.

### **RECOMMENDATION**

Staff recommends that the Board approve three (3) separate 2017 Cooperative Agreements to include Corresponding Annual Operating Plans between Truckee Meadows Fire Protection District and the following agencies: North Lake Tahoe Fire Protection District, North Lyon County and the Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District.

### **POSSIBLE MOTION**

Should the Board agree with the staff's recommendation, a possible motion could be:

*"I move to approve three (3) separate 2017 Cooperative Agreements to include Corresponding Annual Operating Plans between Truckee Meadows Fire Protection District and the following agencies: North Lake Tahoe Fire Protection District, North Lyon County and the Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District."*

**Cooperative Agreement Between  
Truckee Meadows Fire Protection District and North Lake Tahoe Fire  
Protection District**

\*\*◇\*\*

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself ("TMFPD"), and North Lake Tahoe Fire Protection District ("NLTFPD"), both of which are fire districts formed under NRS Chapter 474. At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

**RECITALS**

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions, and,

WHEREAS, on occasion each agency experiences fires or other emergencies of such a magnitude or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that TMFPD and NLTFPD provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other party; and,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities and personnel to each one other under the following terms and conditions:

**1. Definitions.** The following definitions shall have the meaning ascribed to them:

- a. Agency – shall mean either TMFPD or NLTFPD.
- b. Automatic Aid – Automatic Aid means both agencies are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Attachment B.
- c. Mutual Aid – Mutual Aid means fire service that may be provided in the event of a specific request for assistance as set forth below.

d. **Requesting Agency** - The agency which experiences an incident in which assistance, whether Mutual Aid or Automatic Aid, is sought shall be known herein as the Requesting Agency.

e. **Responding Agency** - The agency providing assistance, whether through Mutual Aid or Automatic Aid, shall be known herein as the Responding Agency.

**2. Request for Mutual Aid.** When it is believed that Mutual Aid is necessary, a request for assistance shall be made by the Requesting Agency's Fire Chief, or authorized designee, via the appropriate dispatch center to any Responding Agency's on-duty Battalion Chief or to the Fire Chief, or their authorized designee. Each agency shall provide a telephone number or telephone numbers to the other agencies to be used when requesting assistance from the Responding Agency.

**3. Mutual Aid Resource Determination.** The Responding Agency's Fire Chief, or duly authorized designee, shall determine whether it has sufficient resources available to provide Mutual Aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities which are then available in the jurisdiction of the Responding Agency and which are requested by the Requesting Agency under the terms of this Agreement. The decision as to availability of resources is solely within the discretion of the Responding Agency. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

**4. Automatic Aid and Mutual Aid.** The parameters of Automatic Aid and Mutual Aid and the attendant response areas are set forth in Attachments A and B, which are incorporated herein by this reference. Attachment B may be modified by mutual agreement of the Fire Chiefs or their authorized designees for the agencies provided that the revised Attachment A must be in writing and signed by both Fire Chiefs. An executed copy of the modified attachment must be provided to the respective City, County Clerks or Fire District Clerk before it is effective. In addition, the Fire Prevention Managers of each party may conduct joint reviews of significant projects in the Mutual Aid areas here after described if any, provided that a request is made by the Requesting Agency to the Responding Agency and further provided that each party reserves the ability to charge for these services if significant staff time is expected to be extended, in the discretion of the Responding Agency. The term "Significant staff time" as used in this paragraph means more than two (2) hours. If the Responding Agency determines that significant staff time and it will be requesting reimbursement from the Requesting Agency, the charges relating thereto shall be discussed and agreed upon in writing prior to the rendering of and invoicing for services

**5. Communications.** In both Mutual Aid and Automatic Aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It

will be identified at the same time the request for assistance is made by the Requesting Agency. All communications will be to the requesting dispatch center on the designated frequency. Each of the agencies may maintain and operate mobile radios on the other agency's frequencies when interagency communications is required. The affected agency shall notify their respective dispatch centers and institute protocol for the agencies to contact the other dispatch center using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement.

**6. Incident Management.** Any Mutual Aid or Automatic Aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement. In addition, each party will advise the other party of incidents that have extended beyond the capabilities of initial attack forces and/or is a potential extended attack fire when either party has a jurisdictional interest or when the potential exists for the incident to reach any other party's jurisdiction.

**7. Reimbursement.** Unless otherwise provided in the Agreement, the following shall apply to reimbursement requests for both Mutual Aid and Automatic Aid:

- a. Mutual Aid and/or Automatic Aid shall be provided without expectation of reimbursement with the exception of incidents that last longer than (24) twenty-four hours.
- b. After 24 hours, the designated representative for each agency shall attempt to meet and confer to allocate the costs of the incident between the agencies.
- c. On incidents that occur in both jurisdictions, a cost share agreement will be developed prior to the termination of the incident.
- d. If reimbursement is available as a result of a declaration of disaster by the appropriate federal agency, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for cost reimbursement, shall be paid as set forth in the Reimbursement Procedures (Sub-sections 7.e, 7.f, 7.g and 7.h below). In the event that



Third Party Reimbursement is unavailable or unsuccessful then Sections 7.a or 7.b of this Agreement shall apply.

- e. On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
- f. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
- g. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable agencies.
- h. A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
  - Bill for Collection
  - Narrative Cover Letter
  - Fire Suppression Cost Summaries
  - Copies of Resource Orders and other supporting documentation
  - Copies of applicable Cost Share Agreements
- i. In no circumstances will either party agree to or pay incident charges on behalf of the other agency without first obtaining express written permission.

**8. Incident Report.** For services rendered pursuant to this Agreement, the Responding Agency shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident, unless a different time is mutually agreed to otherwise by the Fire Chiefs, or authorized designee of the agencies.

**9. Worker's Compensation.** For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all agencies shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested.

However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

**10. Termination and Duration.** The Agreement may be terminated by mutual consent of all of the agencies or unilaterally by any party without cause upon providing thirty (30) days written notice. The agencies expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired and if this event occurs, the affected party shall immediately notify the other agencies in writing. Notwithstanding the foregoing, if any party has insufficient, limited or impaired funding, and requests mutual aid, automatic aid or assistance for hire, such party shall be financially responsible to the Responding Agency to the fullest extent permitted by law.

The term of this Agreement shall be 5 years, expiring on the month and day of the last signature hereto in the year 2022. The Annual Operating Plan, Attachment A hereto, will be reviewed each year to determine whether to make a recommendation to the agencies' governing bodies to change it.

**11. Independent Agencies.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party. Notwithstanding the foregoing, the Parties reserve all rights to assert statutory immunities and legal defenses, including but not limited to, application of NRS 41.035 in aggregate as a defense or limitation of multiple claims by third parties.

**12. Hold Harmless.** The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of the agencies shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

**13. Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

**14. Integration and Modification.** This Agreement constitutes the entire agreement of the agencies and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the agencies unless the same is in writing and approved and signed by the respective governing bodies hereto.

**15. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

**16. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the written consent of the other party.

**17. Public Records.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The agencies will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests, as applicable.

**18. Proper Authority.** The agencies hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the agencies are authorized by law to engage in the cooperative action set forth in this Agreement.

**19. Governing law; Jurisdiction.** This Agreement is entered into in the State of Nevada and the rights and obligations of the agencies hereto shall be governed by, and construed according to the laws of the State of Nevada.

**20. Ratification.** This Agreement shall become effective upon passage of a resolution pursuant to NRS 277.045 by the governing bodies of the agencies as a condition precedent to its entry into force and shall remain in full force and effect thereafter unless terminated as provided herein.

**21. Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, by telephonic facsimile, or E-mail to known E-mail address with simultaneous delivery by regular mail, or mailed certified mail, return

receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District  
Charles Moore, Fire Chief  
PO Box 11130  
Reno, NV 89520-0027

North Lake Tahoe Fire Protection District  
Ryan Sommers, Fire Chief  
866 Oriole Way  
Incline Village, NV 89451

Devon Reese  
RKG Law  
936 Southwood Blvd. Suite 301  
Incline Village, NV 89451

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, The agencies hereto have caused this Cooperative Agreement to be executed as of the day and year herein below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

**NORTH LAKE TAHOE FIRE  
PROTECTION DISTRICT**

\_\_\_\_\_  
Robert Lucey, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Dennis Perry, Chair  
North Lake Tahoe Fire Protection District  
Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
Washoe County Clerk

\_\_\_\_\_  
NLTFPD Clerk

**Truckee Meadows Fire Protection District and North Lake Tahoe Fire  
Protection District**

**2017-2018 ANNUAL OPERATING PLAN**

The Annual Operating Plan for the fiscal year of 2017-2018 is set forth below. The Fire Chiefs, or duly authorized designees, of the respective agencies may conduct an annual review of the Operating Plan during the month of December of each year so each of the agencies may utilize this information in the budgetary processes applicable to it.

**A. MUTUAL AID REQUESTS:**

It is in the best interests of all agencies to:

1. Render Mutual Aid at the request of the Fire Chief, or duly authorized designees, to respond to and provide fire suppression services on a fire or disaster of such magnitude that it is or is likely to be beyond the control of a single party and requires the combined forces of the agencies.
2. To respond with the closest forces available to respond to reported and actual emergencies when the Responding Agency is better situated to provide a more timely response to the emergency. The response of closest forces is referred to as Mutual Aid and is to be evaluated upon receipt of a request by the Requesting Agency as set forth in this Agreement.

No response to a Mutual Aid request provided for in this Agreement will be made by the agencies hereto unless the request is received through the established communication channels common to each party requesting such aid and approved by a responsible officer of the party granting such aid.

**B. RESOURCES AND REIMBURSEMENT:**

Unless provided otherwise in the Agreement, Mutual aid shall be provided without expectation of reimbursement up to the first twenty-four (24) hours of the incident from the time of request and within the jurisdictional areas of the respective agencies; provided, however, that neither party shall be required to deplete its own fire protection resources, services, and facilities to the detriment of its normal fire protection responsibilities, which decision is to be made by and is within the discretion of the Responding Agency.

## **2017-2018 Annual Operating Plan rates for the Truckee Meadows Fire Protection District**

### **2017-2018 BILLING RATES**

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

### **APPARATUS RATES**

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

- Structure Engine - Type I \$190.00/hr.
- Brush Engine - Type III \$170.00/hr.
- Water Tender \$170.00/hr.
- Patrol Truck – Type VI \$100.00/hr.
- Rescue \$75.00/hr.
- Heavy Rescue \$175.00/hr.
- Air Truck \$150.00/hr.
- Fuel Truck \$75.00/hr.
- Water Rescue Unit w/Boats \$75.00/hr.
- Hazmat Unit \$225.00/hr.
- Heavy Mechanic Truck \$125.00/hr.

### **SUPPORT VEHICLE AND EQUIPMENT RATES**

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$250.00/day

### **County or Fire District Owned Vehicles:**

- Command Vehicle \$96.00/day plus 53.5 cents per mile
- SUV/Pickup (1/2 ton and below) \$86.00/day plus 53.5 cents per mile
- Pickup (3/4 ton and above) \$96.00/day plus 53.5 cents per mile
- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle 53.5 cents per mile
- Masticator \$115.00/hr. plus fuel costs or \$44hr. additional
- Ambulance \$125.00/hr.

## **PERSONNEL RATES**

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Chief	74.63		
Division Chief	71.40	107.10	
Battalion Chief	59.66	89.49	125.21
Chief Officer-Logistics	59.66	89.49	125.21
Fire Marshal	56.28	84.42	107.72
Fire Prevention Specialist	38.44	57.66	73.57
<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Logistics Captain	45.61	68.41	95.72
Fire Mechanic	34.50	51.75	66.03
Training Captain	46.94	70.41	98.51

<b>56 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Battalion Chief	42.62	63.93	89.45
Training Captain	30.48	45.72	63.97
Captain	30.48	45.72	63.97
Operator	27.16	40.73	56.99
Paramedic	25.62	38.43	53.77
Firefighter	23.05	34.58	48.38

## **CONTACT INFORMATION**

Charles A. Moore, Fire Chief  
(775) 328-6123 Mobile: (775) 313-8903

Cindy Yance, Chief Fiscal Officer (775) 326-6070  
Administrative Office  
(775) 326-6000 Fax (775) 326-6003

## **STATION LOCATIONS**

### **Career Stations**

Station #13 – 10575 Silver Lake Rd., Stead,  
Station #14 – 12300 Old Virginia Rd., Reno  
Station #15 – 110 Quartz Ln., Sun Valley  
Station #16 – 1240 E. Lake Blvd., Washoe Valley  
Station #17 – 500 Rockwell Blvd. Spanish Spring  
Station #18 – 3680 Diamond Peak Dr., Cold Springs  
Station #30 – 3905 Old Hwy 395, Washoe Valley  
Station #35 – 102501 W. 4<sup>th</sup> St., Mogul  
Station #36 – 13500 Thomas Creek Rd., Reno

Station #37 – 3255 W. Hidden Valley Dr., Reno  
Station #39 – 4000 Joy Lake Rd., Reno

**Volunteer Stations**

VFD #221 – 11525 Red Rock Rd., Silver Lake  
VFD #223 – 130 Nectar St., Lemmon Valley  
VFD #225 – 400 Stampmill Dr., Wadsworth  
VFD #227 – 3010 Lakeshore Blvd., Washoe Valley  
VFD #229 – 6015 Ironwood Rd., Palomino Valley  
VFD #301 – 345 Bellevue Rd., Washoe Valley  
VFD #331 – 11005 Longview Ln., Reno

**DUNS NUMBER**

006811244

**Tax ID NUMBER**

EIN # 38-3856902

**MAILING ADDRESS**

Truckee Meadows Fire Protection District  
P.O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520-0027

**FREQUENCIES TO BE USED FOR WILDLAND FIRES**

<u>RX</u>	<u>TX</u>	<u>TX Tone</u>	<u>USE</u>
158.745	159.390	See below	TM Main
158.745	158.745		TM Local
158.880	158.880		TM VHF Tac 1
158.940	158.940		TM VHF Tac 2

**REPEATER TONES**

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach



## 2017-18 Annual Operating Plan for the North Lake Tahoe Fire Protection District

### PERSONNEL AND EQUIPMENT BILLING RATES

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document.

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

### EQUIPMENT RATES

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

- Structure Engine - Type I or II      \$93.50/hr.
- Brush Engine - Type III      \$80.00/hr.

### SUPPORT EQUIPMENT RATES

#### County or Fire District Owned Vehicles:

- Pickup      \$86.00/ day
- Van      \$109.00.00/ day
- SUV      \$96.00/ day
- Other      \$96.00/ day
- POV      .54 cents per mile

### PERSONNEL RATES

40 Hour Rate	Regular	OT	CBOT
Chief	74.00		
Division Chief	64.39		
40 Hour Rate	Regular	OT	CBOT
Assistant Fire Marshal	65.85	84.96	119.37
56 Hour Rate	Regular	OT	CBOT
Battalion Chief	56.64	84.96	119.37
Captain	39.33	59.00	82.89
Operator	31.39	47.09	66.16

Paramedic	29.73	44.60	62.66
Firefighter	29.73	44.60	62.66

**Rate Definitions:**

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5

40.5 Public Employees Retirement

**FIRE CREW/FUELS MANAGEMENT**

The NLTFPD fire crew is administered as assistance by hire resource. The NLTFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

\*Crew Rate per Hour \$660.00

\*Fully equipped Type 2 Hand Crew meeting USFS requirements.

Includes minimum 18 personnel, equipment and transportation

**FIRE CREW - EQUIPMENT**

- Superintendent Vehicle \$120.00/day
- Crew Carrier \$322.00/day
- Chain saws Included with Crew Costs
- Van \$109.00/day plus 56.5 cents per mile
- Pick up \$86.00/day plus 56.5 cents per mile

**IN WITNESS WHEREOF**, the parties hereto have caused this 2017-2018 Annual Operating Plan between Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District Protection to be executed as of the day and year herein below

**APPROVED BY:**

\_\_\_\_\_  
Bob Lucey, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Moore, Fire Chief  
Truckee Meadows Fire Protection District

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ryan Sommers, Fire Chief  
North Lake Tahoe Fire Protection District

\_\_\_\_\_  
Date

5/18/17

## ATTACHMENT B

### **DEFINED AUTOMATIC AID RESPONSE AREAS**

#### **NORTH LAKE TAHOE FIRE PROTECTION DISTRICT JURISDICTION**

TMFPD, on its behalf is requested to respond with:

1. One (1) Command Officer on any wild-land fire that has escaped initial attack or escalated to a second alarm under NLTPD jurisdiction. A "Unified Command" ICS structure will be established with both agencies at the established Incident Command Post (ICP).
2. One (1) Type-III Brush Engine upon request for any wildland fire within NLTFPD jurisdiction, at no cost to NLTFPD for the first twenty four (24) hours.
3. One (1) Water Tender for any type of alarm to NLTFPD upon request.
4. One (1) Type-I ALS or ILS Engine for any type of alarm including station coverage to NLTFPD upon request for the first twenty four hrs.

#### **Operational Considerations:**

1. The agencies dispatch center will be responsible to contact TMFPD or NLTFPD Chief Duty Officer with the most expedient method available when emergency responses are dictated by the specific terms of this agreement. Dispatch center dispatchers will notify the TMFPD or NLTFPD Chief Duty Officer within 60 seconds of determination of jurisdiction of the incident.
2. All incidents within NLTFPD jurisdiction shall operate on command communication frequencies as assigned for their jurisdiction and operate on tactical frequencies as set forth in NLTFPD dispatch protocols. This includes all incidents within TMFPD jurisdiction west of the Mt. Rose Summit within the Lake Tahoe Basin.
3. For any Wildland Fire incident that occurs on State Lands within the TMFPD jurisdiction. The Nevada Division of Forestry (NDF) shall be notified immediately and shall be included in the "Unified Command" of the incident. All Wildland Fire incidents on State Lands within the TMFPD jurisdiction are the responsibility of NDF.

## **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT JURISDICTION**

The North Lake Tahoe Fire Protection District is requested to respond with:

1. Requests for emergency medical services will be administered per "Exclusive Operating Agreement" as designated for NLTFPD
2. Emergency response resources to all reported First Alarms/Request for Emergency Medical Services along and adjacent to State Route 431 from the NLTFPD boundary to the Mt Rose Summit, into areas under TMFPD jurisdiction.
3. One (1) Type-III Brush Engine upon request for any wildland fire within TMFPD jurisdiction, at no cost to TMFPD for the first 24 hours.
4. One (1) Type-I ALS Engine for any type of alarm including station coverage to TMFPD upon request for the first twenty – four (24) hrs.

### **Operational Considerations:**

1. The agencies respective dispatch centers are responsible to contact the other center using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement. Dispatch centers shall notify the other dispatch center within 60 seconds of determination of jurisdiction of the incident.
2. All incidents within TMFPD jurisdiction shall operate on communication frequencies as assigned for their jurisdiction unless mutually agreed upon by both parties for the incident. All incidents within TMFPD jurisdiction west of the Mt. Rose Summit within the Lake Tahoe Basin shall be operated on assigned NLTFPD frequencies.
3. TMFPD and NLTFPD agree to assist each other with fire investigations or conduct investigations in the absence of the jurisdiction's investigator if requested by the agency having jurisdiction.
4. "Unified Command" between agencies for Interface or Wildland fires will be established. Cost Share agreements may be made when necessary between the various jurisdictional fire protection agencies involved with any emergency. If necessary, a FEMA Declaration can be made through established protocols during Interface fire emergencies which provide necessary cost sharing capabilities.
5. Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and concise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both parties (Unified Command) and supported by order and request numbers.

**Cooperative Agreement Between  
Truckee Meadows Fire Protection District and  
North Lyon County Fire Protection District**

\*\*◇\*\*

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself (TMFPD), and North Lyon County Fire Protection District (NLCFPD), both of which are fire districts formed under NRS Chapter 474. At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

**RECITALS**

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions; and,

WHEREAS, on occasion each agency experiences fires or other emergencies of such a magnitude or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that TMFPD and NLCFPD provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other party; and,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities and personnel to each other under the following terms and conditions:

**1. Definitions -** The following definitions shall have the meaning ascribed to them:

- a. Agency Representative - This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
- b. Annual Operating Plan - The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
- c. Assistance by Hire - Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.

- d. Automatic Aid – Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
  - e. Mutual Aid – Mutual aid may be provided in the event of a specific request for assistance as set forth below.
  - f. Requesting Agency - The agency which experiences an incident in which assistance, whether mutual aid or automatic aid, is sought shall be known herein as the Requesting Agency.
  - g. Responding Agency - The agency providing assistance, whether through mutual aid or automatic aid, shall be known herein as the Responding Agency.
2. **Request for Mutual Aid.** When it is believed that mutual aid is necessary, a request for assistance shall be made by the most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
3. **Mutual Aid Resource Determination.** The Chief Officer for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.
4. **Automatic Aid.** The parameters of Automatic aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.
5. **Communications.** In both mutual and automatic aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Party. All communications will be to the requesting dispatch center on the designated frequency.
6. **Incident Management.** Any mutual or automatic aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.
7. **Mutual/Automatic Aid.** Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire.

If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the AOP.

8. **Assistance by Hire.** Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP.
9. **Incident Management Teams.** Salary, benefits, overtime, and transportation for department personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.
10. **Hazmat Team.** All hazardous materials responses will be in accordance with the current Regional Hazardous Materials Response Agreement.
11. **Equipment.** The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.
12. **Incident Report.** Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
13. **Worker's Compensation.** For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.



- 14. Independent Agencies.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 15. Hold Harmless.** The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- 16. Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.
- 17. Integration and Modification.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- 18. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- 19. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

- 20. Public Records.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 21. Proper Authority.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth in this Agreement.
- 22. Governing law; Jurisdiction.** This Agreement is entered into in the State of Nevada and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.
- 23. Ratification.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for five years from the last signature placed hereon, unless revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.
- 24. Amendment.** The parties may amend this agreement at any time by an endorsement made in writing and approved by the North Lyon County Fire Protection District fire board and the fire boards of both the Truckee Meadows and Sierra Fire Protection Districts.
- 25. Termination.** The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 days written notice. The parties expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired. This Agreement will be reviewed by the parties every other year to determine if any modifications are necessary.
- 26. Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District

Charles A. Moore, Fire Chief  
PO Box 11130  
Reno, NV 89520-0027

North Lyon County Fire Protection District

Scott Huntley, District Fire Chief  
195 E. Main St  
Fernley, NV 89408

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, The agencies hereto have caused this Cooperative Agreement to be executed as of the day and year herein below.

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

\_\_\_\_\_  
Bob Lucey, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Washoe County Clerk

**NORTH LYON COUNTY FIRE  
PROTECTION DISTRICT**

  
\_\_\_\_\_  
Scott Huntley, Fire Chief  
North Lyon County Fire Protection District

  
\_\_\_\_\_  
Date

**ANNUAL PERATING PLAN BETWEEN**  
**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT AND**  
**NORTH LYON COUNTY FIRE PROTECTION DISTRICT**

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
Fee Schedule for District Resources

**2017 BILLING RATES**

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

**APPARATUS RATES**

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

- Structure Engine - Type I \$190.00/hr.
- Brush Engine - Type III \$170.00/hr.
- Water Tender \$170.00/hr.
- Patrol Truck – Type VI \$100.00/hr.
- Rescue \$75.00/hr.
- Heavy Rescue \$175.00/hr.
- Air Truck \$150.00/hr.
- Fuel Truck \$75.00/hr.
- Water Rescue Unit w/Boats \$75.00/hr.
- Hazmat Unit \$225.00/hr.
- Heavy Mechanic Truck \$125.00/hr.

**SUPPORT VEHICLE AND EQUIPMENT RATES**

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$250.00/day

**County or Fire District Owned Vehicles:**

- Command Vehicle \$96.00/day plus \$0.53.5 per mile
- SUV/Pickup (½ ton and below) \$86.00/day plus \$0.53.5 cents per mile
- Pickup (¾ ton and above) \$96.00/day plus \$0.53.5 cents per mile
- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle \$0.53.5 cents per mile
- Masticator \$115.00/hr. plus fuel costs or \$44.00/hr. additional
- Ambulance \$125.00/hr.

## **PERSONNEL RATES**

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Chief	89.67		
Deputy Chief	68.39	102.59	143.54
Division Chief	64.90	97.35	136.21
Battalion Chief	62.52	93.78	131.22
Fire Marshal	58.98	88.47	112.89
Fire Prevention Specialist II	38.44	57.66	73.57
Fire Prevention Specialist I	33.41	50.12	63.95
Training Captain	46.94	70.41	98.51
Logistics Chief Officer	60.75	91.13	127.51
Fleet Manager	50.66	75.99	106.33
Fire Mechanic	34.50	51.75	66.03
Fire Mechanic/Logistics Assistant	26.12	39.18	50.00
PIO	35.18	52.77	73.84
<b>56 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Battalion Chief	44.66	66.99	93.74
Training Captain	30.48	45.72	63.97
Captain	30.48	45.72	63.97
Operator	27.16	40.73	56.99
Paramedic	25.62	38.43	53.77
Firefighter	23.05	34.58	48.38

## **BILLING ADDRESS**

Truckee Meadows Fire Protection District  
P.O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520-0027

## **CONTACT INFORMATION**

Charles A. Moore, Fire Chief  
(775) 328-6123 Mobile (775) 313-8903

Cindy Vance, Chief Fiscal Officer  
(775) 326-6070

Administrative Office  
(775) 326-6000 Fax (775) 326-6003

## **DUNS NUMBER**

006811244

## **TAX ID NUMBER**

EIN # 38-3856902

## **STATION LOCATIONS**

### **Career Stations**

Station #13 – 10575 Silver Lake Rd., Stead,  
Station #14 – 12300 Old Virginia Rd., Reno  
Station #15 – 110 Quartz Ln., Sun Valley  
Station #16 – 1240 E. Lake Blvd., Washoe Valley  
Station #17 – 500 Rockwell Blvd. Spanish Spring  
Station #18 – 3680 Diamond Peak Dr., Cold Springs  
Station #30 – 3905 Old Hwy 395, Washoe Valley  
Station #35 – 10201 W. 4<sup>th</sup> St., Mogul  
Station #36 – 13500 Thomas Creek Rd., Reno  
Station #37 – 3255 W. Hidden Valley Dr., Reno  
Station #39 – 4000 Joy Lake Rd., Reno

### **Volunteer Stations**

Station #221 – 11525 Red Rock Rd., Silver Lake  
Station #223 – 130 Nectar St., Lemmon Valley  
Station #225 – 400 Stampmill Dr., Wadsworth  
Station #227 – 3010 Lakeshore Blvd., Washoe Valley  
Station #229 – 6015 Ironwood Rd., Palomino Valley  
Station #301 – 345 Bellevue Rd., Washoe Valley  
Station #351 – 165 Bridge St., Verdi

# **Lyon County Fire Districts**

## **Consolidated Fee Schedule for District Resources**

### **2017 AOP Rates**

The fee schedule set forth below is applicable to the Central Lyon County Fire Protection District, Mason Valley Fire Protection District, North Lyon County Fire Protection District and Smith Valley Fire Protection District.

This fee schedule applies to the fire district resources listed below for which a fee may be charged or reimbursement be claimed. This fee schedule defines the fees for the use of fire district apparatus, equipment and personnel.

Rates based on actual cost to the Lyon County fire protection districts. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

<b>Category</b>	<b>Rates</b>
<b><i>Equipment</i></b>	<b><i>Base Rate</i></b>
Ambulance	\$75.00/hour
Command/Support	\$90/day & \$0.68/mile
Engine, Type I	\$250.00/hour
Engine, Type II	\$250.00/hour
Engine,, Type III	\$200.00/hour
Engine Type IV	\$200.00/hour
Engine, Type VI	\$100.00/hour
Hazmat	\$200.00/hour
Patrol	\$100.00/hour
Quint	\$300.00/hour
Rescue/Squad	\$175.00/hour
Water Tender	\$150.00/hour
<b><i>Personnel</i></b>	<b><i>Hourly Rate</i></b>
Firefighter	\$35.00
Firefighter I EMT	\$40.00
Firefighter, EMT, Driver	\$40.00
Firefighter/EMT-I	\$40.00
Firefighter/Paramedic	\$43.00
Engineer	\$40.00
Captain	\$45.00
Chief Officer	\$60.00

**IN WITNESS WHEREOF**, the parties hereto have caused this Annual Operating Plan between North Lyon County Fire District and Truckee Meadows Fire Protection District to be executed as of the day and year herein below

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

\_\_\_\_\_  
Bob Lucey, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Washoe County Clerk

**NORTH LYON COUNTY FIRE  
PROTECTION DISTRICT**

\_\_\_\_\_  
Scott Huntley, Fire Chief  
North Lyon County Fire Protection District

\_\_\_\_\_  
6/14/17  
Date



**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Between**

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**  
(DUNS #006811244)

**And**

**USDA FOREST SERVICE**  
**HUMBOLDT-TOIYABE NATIONAL FOREST**  
(DUNS #929332484)

**And**

**USDI BUREAU OF LAND MANAGEMENT**  
**CARSON CITY DISTRICT**  
**WINNEMUCCA DISTRICT**  
(DUNS #084359236)

This Cooperative Fire Protection Agreement is made and entered into by and between the United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest (HTF), individually referred to as Forest Service; United States Department of Interior, Bureau of Land Management, Carson City District and Winnemucca District, collectively referred to as BLM; and Truckee Meadow Fire Protection District, hereinafter referred to as the District. When represented jointly the Forest Service and BLM will be referred to as Federal Agencies. Collectively, all will be referred to as Parties.

The above Parties are acting under the authority and provisions of:

- Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a)
- The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.)
- The Timber Protection Act of September 20, 1922 (42 Stat. 857; U.S.C. 594)
- Wyden Amendment, Section 323(A) of the Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e) as amended by PL 109-54, Sec. 434 and the Omnibus Public Lands Act, PL 111-11, Sec. 3001 National Indian Forest Resources Act (PL 101-630, Title III)
- Robert T. Stafford Act Disaster Relief and Emergency Assistance Act, Public Law 93-288
- Homeland Security Act of 2002 (H.R. 5005-8)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)
- The Granger-Thye Act of 1950 (16 U.S.C. 572)
- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3)
- Nevada Revised Statutes Chapter 277

- Disaster Relief Act of May 22, 1974 (42 USC 5121 as amended)
- Nevada Revised Statutes Chapter 474
- Nevada Revised Statutes Chapter 266
- Nevada Revised Statutes Chapter 414 Emergency Management
- Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e)
- Taylor Grazing Act of June 28, 1934 (48 stat. 1269; 43 USC 315)

## **I. PURPOSE**

The purpose of this Agreement is to provide for cooperation in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency support function activities as requested and authorized. This agreement also facilitates the exchange of personnel, equipment, facilities, aircraft, supplies services, and funds among the agencies.

This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis. This agreement can be used to provide resources for Federal Incident Management Teams.

Upon execution, this agreement supersedes all previous agreements between any of the Parties.

## **II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS**

The Federal Agencies have the responsibility for prevention, protection and suppression of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement.

The District is primarily responsible for all hazard response, prevention, structure suppression, and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District are intermingled or adjacent to lands protected by the Federal Agencies.

Therefore, it is mutually advantageous, and in the public interest, for the Parties to coordinate their efforts in the prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility.

It is also mutually advantageous for the Parties to provide support and participate in presidentially declared emergencies and disasters.

## **III. DEFINITIONS**

1. **Administration/ Planning:** Parties will work together for joint pre-incident planning and administration preparation to coordinate incident operations including development of response plans for high-hazard communities.

2. **Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident.
3. **Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
4. **Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.
5. **Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources.
6. **Extended Attack Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.
7. **Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.
8. **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.
9. **Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well.
10. **Division of Emergency Management Coordination Center (DEMC):** This coordination center is recognized as a local center under the Sierra Front Interagency Dispatch Center and /or Great Basin Coordination Center (GBCC) and serves Nevada State (excluding the NDF) and local government agencies through logistical coordination of resources within the Great Basin and other geographic areas utilizing the Resource Ordering and Status System (ROSS).
11. **Initial Attack:** A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
12. **Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.

13. **Initial Attack Area:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident as identified in the jurisdictional maps in the Operating Plan (OP).
14. **Interagency:** Involvement of two or more agencies to this Agreement.
15. **Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law or agreement.
16. **Mutual Aid (Reciprocal Fire Suppression):** Reciprocal fire suppression is the act of helping the protecting Agency to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, location, and numbers of resources which constitute reciprocity are defined in the Operating Plan (OP). Reciprocity may be thought of as the implementing mechanism of the closest forces concept.
17. **Off Season:** This period is defined as the period of time where Federal Agencies typically do not have their initial attack resources readily available and local government resources utilized will be considered assistance by hire. Off season dates are defined in the OP.
18. **Operating Plan - Statewide:** A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, and state agencies.
19. **Operating Plan – Local Sub-geographic Area:** A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.
20. **Personal Protective Equipment (PPE):** Based on National Wildfire Coordinating Group (NWCG) standards equipment and clothing required to mitigate the risk of injury from or exposure to hazardous conditions encountered during the performance of duty.
21. **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
22. **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
23. **Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
24. **Procurement Documents:** Agency specific financial obligation documents.
25. **Protecting Agency:** The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, cooperative agreement, etc.

26. **Protection:** The actions taken to limit the adverse environmental, social, political, economic, and community values at risk.
27. **Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression action.
28. **Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.
29. **Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.
30. **Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Actual costs may include, but are not limited to, the following:
- a. Agency costs for transportation, salary, benefits, overtime, backfill for personnel assigned to an incident, project or prepositioning of resource and per diem of individuals assigned to the incident or project.
  - b. Additional support dispatching, warehousing or transportation services supporting a resource order.
  - c. Cost of equipment in support of the incident such as contract equipment, approved equipment repairs, and operating costs for agency equipment (use). For long duration assignments (greater than 30 days), Fixed Ownership Rates (FOR) may be charged to the incident for each completed 30-day period.
  - d. Aircraft, airport fees, and retardant and other fire chemical costs.
  - e. Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
  - f. Cost of supplies expended in support of the incident. Supplies are defined as per National Mobilization Guide.
  - g. Charges from state-provided resources.
  - h. Federal, State and local agency equipment rates listed in the rate schedule are considered "wet" and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.
31. **Servicing Dispatch Center:** The dispatch center of the federal agency or Department/District who supports the initial response resources and/or first qualified agency fire officer on-scene who assumes command responsibility.
32. **Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by agreement, which are mobilized primarily for response to incidents or wildland fires outside their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

33. **Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident.
34. **Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.
35. **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.
36. **Third Party:** A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.
37. **Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, State Forester/Fire Warden for Nevada Division of Forestry (NDF) and local jurisdiction administrator.
38. **Wildfire:** An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects and all other wildland fires where the objective is to put the fire out.
39. **Wildland Fire:** A non-structure fire that occurs in vegetation or natural fuels. Wildland fires are categorized into two distinct types:
- a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
  - b. **Prescribed Fires** – Planned ignitions

#### IV. GENERAL PROVISIONS

OPERATING PLANS. The Parties will meet annually, prior to the initiation of fire season (recommend by April 1) to prepare an Operating Plan (OP). This OP will include mutual aid time/duration and distance/boundaries; command structure; communications; qualifications; reimbursement/compensation; cooperation; agency reviews and investigations; dispatch center operations; protection area maps for all Parties and any other items identified in this Agreement as necessary for efficient implementation. The OP shall become attached to and a part of this Agreement. If an OP has not been executed for the current year, the last executed OP shall be used.

RECIPROCAL FIRE PROTECTION (Mutual Aid). As deemed appropriate, the Parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas supporting Parties will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The length of mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the OP.

ASSISTANCE BY HIRE. Assistance by Hire is the provision of fire suppression resources, by one Party to another, on a reimbursement basis. All requests to hire fire protection assistance must be

clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The District may provide out-of-region assistance as defined within the Nevada Intrastate Mutual Aid System Operating Plan to the federal agencies when requested. Maps for this region will be attached to the OP. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the OP pursuant to this agreement.

Local fire department personnel responding to incidents on BLM lands must:

- be 18 years of age or older;
- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations* ("Red Book" Ch. 7) or equivalent; and
- have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

Non-dispatched resources from any party will be considered a voluntary contribution.

All resources provided by the District for suppression activities on federally administered lands during the "off season" will be considered assistance by hire. This period is defined as the period of time that Federal Agencies typically do not have their initial attack resources readily available. Off season dates are defined in the OP.

The Federal Agencies and the District will provide current rate schedules and updates when rates change. The rates will be posted and updated in the OP.

Fire engines (all types), water tenders (all types) and initial attack overhead are mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.

**REQUESTED ASSISTANCE.** Outside initial attack areas, when requested by the Protecting Party, the Supporting Party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.

**CLOSEST FORCES.** The Department/District and the Federal Agencies agree to aggressively pursue initial attack plans that utilize "Closest Forces" wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available appropriate resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all Parties. The first qualified agency fire officer on-scene shall assume command responsibility, and will transition to a qualified incident commander upon their arrival. The servicing dispatch center shall be notified of all changes in command as soon as possible. This philosophy will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond "initial attack", this concept is modified and the Protecting Party will request the "most appropriate resource" to aid in the suppression of a wildfire.

**INDEPENDENT ACTION.** Except as otherwise described in the OP, any Party on its own initiative and without reimbursement may go upon lands protected by another Party to suppress wildfires, if the fire is a threat to property within that Party's protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Party.

If either Party takes action on an incident independently, the Supporting Party will furnish the Protecting Party a preliminary report (verbal) within 24 hours of the action taken and a written incident report within ten (10) days.

**ALL HAZARD RESPONSE.** The Federal Agencies shall not respond to all hazard incidents (i.e., structure fires, vehicle fires or traffic accidents) in lieu of the District. The District has the authority to mitigate any all hazard incidents considered to be a hazard to the public. The Federal Agencies may, as trained and available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents

**NOTIFICATIONS.** Supporting Party will promptly notify the Protecting Party of fires burning on or threatening lands for which that Party has protection responsibility. When taking action, the Supporting Party will, as soon as possible, notify the Protecting Party in accordance with the OP, detailing what equipment and personnel have been dispatched to the incident location.

**BOUNDARY LINE FIRES.** Boundary line fires will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other Parties concerning the fire. The officer-in-charge who arrives first at the fire will act as initial attack Incident Commander. When all Parties have arrived, they shall establish a command structure including Unified Command, as appropriate and notify the servicing dispatch center.

**COST SHARING.** Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another jurisdiction.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within an Agency's Direct Protection Area will be the responsibility of that Agency.

Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident, along with simple and equitable cost sharing.

Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share.

If the District is covered under a Wildland Fire Protection Program (WFPP) agreement with NDF and the incident falls under that agreement, NDF will be a signatory party on the cost share.



**COMMUNICATION SYSTEMS.** The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the OP. Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radio hardware).

**FACILITIES, EQUIPMENT AND SUPPORT** The Parties may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning “detection” equipment and communications equipment. OPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such proposed use may be shared and/or reimbursed. Any shared cost or reimbursements will be governed in accordance with the existing policy of involved Parties.

**NATIONAL INCIDENT MANAGEMENT SYSTEM.** The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: the Incident Command System (ICS), qualification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement. During initial attack, all agencies will accept each other’s training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the jurisdictional agency shall apply.

**DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE.** The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires. Each Party will promptly notify the other Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.

**TRAINING.** The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Each Party will bear the cost of training for their respective employees unless specifically addressed in the OP.

**EQUIPMENT.** Equipment owned and used by either Party to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning Party. This includes fuel, lubricants, and maintenance. See III.31 Definitions, reimbursable equipment costs. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedule, which eliminates any purchase or replacement costs for the apparatus. Drivers and equipment operators will hold appropriate operating licenses to meet their respective District, State and Federal regulations.

**BILLING PROCEDURES.** The Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations or cost share agreements). All billing packages will include documentation showing the order was processed through and tracked by the Protecting agency. This request process requires the servicing dispatch center to notify the Federal Agency duty officer prior to submission of the request to DEMC.

For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.

Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of District personnel assigned to Incident Management Teams and those resources dispatched to other miscellaneous assignments. Rates and conditions of use for the equipment and personnel will be mutually agreed to and documented in the OP. Reimbursement will not be provided for both the "backfill" resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency's backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other Party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.

Wildland Fire Protection Program (WFPP) - If the District is covered under a WFPP agreement with NDF and the incident falls under that agreement, billings may be submitted to NDF. Costs for incidents that do not fall under a WFPP agreement shall be billed to the appropriate Federal Agency.

**INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION.** When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.

3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

**APPROPRIATED FUND LIMITATION.** Parties to this agreement are not obligated to make expenditures of funds or reimbursement of expenditures under terms of this agreement unless the Congress of the United States of America appropriates such funds for that purpose by the County of Washoe and/or the Governing Board of Fire Commissioners for Truckee Meadows Fire Protection District.

**FIRE PREVENTION.** Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.

**NONDISCRIMINATION.** The District shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

**FREEDOM OF INFORMATION ACT (FOIA)** Public access to agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

**PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal District Contacts:**

<b>District/Department Program Contact</b>	<b>District/Department Administrative Contact</b>
Name: Fire Chief Charles Moore Address: P.O. Box 11130 City, State, Zip: Reno, NV 89520 Telephone: 775-328-6123 FAX: 775-326-6003 Email: cmoore@tmfpd.us	Name: Sandy Francis Address: P.O. Box 11130 City, State, Zip: Reno, NV 89520 Telephone: 775-328-6124 FAX: 775-326-6003 Email: sfrancis@tmfpd.us

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Name: Michael Wilde Address: 1536 S. Carson St. City, State, Zip: Carson City, NV 89701 Telephone: 775-884-8145 FAX: 775-884-8199 Email: mwilde@fs.fed.us	Name: Irene Burkholder Address: 1200 Franklin Way City, State, Zip: Sparks, NV. 89431 Telephone: 775-355-5364 FAX: 775-355-5399 Email: imburkholder@fs.fed.us

**Principal Bureau of Land Management Contacts:**

<b>Bureau of Land Management Program Manager Contact</b>	<b>Bureau of Land Management Administrative Contact</b>
Name: Dennis Strange Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: 775-885-6103 FAX: 775-885-6106 Email: dstrange@blm.gov	Name: Andy Saindon Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: 775-885-6180 FAX: 775-885-6106 Email: asaindon@blm.gov

**SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** District shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM internet site at [www.sam.gov](http://www.sam.gov).

**FIRE RESTRICTIONS AND CLOSURES.** Parties will coordinate restrictions and closures to the extent practicable.

**PRESCRIBED FIRE AND FUELS MANAGEMENT.** The Jurisdictional Party will inform all Parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement. The agencies to this agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a separate instrument.

**EMPLOYMENT POLICY.** Employees of the Parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

**RECIPROCAL WAIVER OF CLAIMS.** Except as otherwise provided in this agreement, all Parties to this agreement hereby waive claims between and/or against each other arising from the performance of this agreement, for compensation for loss or damage to each other's property, and

personal injury including death of employees, agents, and contractors, except that this waiver shall not apply to intentional torts.

Federal Agencies or Cooperators may reimburse each other providing resources were ordered through the dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section or incident agency to ensure proper documentation and investigation are completed.

If any Party is not able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an assigned Incident Management Team or local incident agency, they should contact the appropriate agency's administrative office in Nevada.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clause IV.6.

REIMBURSEMENT FOR EMERGENCY APPARATUS LOSS OR DAMAGE. Parties to this agreement may be reimbursed for the cost of emergency apparatus loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency apparatus or support equipment while traveling to or from an incident, and repairs due to normal wear and tear, or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section (or jurisdictional agency when finance section is not available) to ensure proper documentation and an investigation is completed.

CLAIMS DISPUTE RESOLUTION. Should any Party not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with the protecting agency, it should be elevated to the next higher level of management for resolution.

MODIFICATION. Modifications within the scope of the instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. The Federal Agencies are not obligated to fund any changes not properly approved in advance.

COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from said date, at which time it will expire unless extended.

TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- a. When the Federal Agencies and District agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. By 30 days written notification District to the Federal Agencies setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. If, in the case of a partial termination, the Federal Agencies determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the Federal Agencies may terminate the agreement in its entirety.

Upon termination of an agreement, District shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Federal Agencies shall allow full credit to District for the United States federal share of the non-cancelable obligations properly incurred by District up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

\_\_\_\_\_  
William A. Dunkelberger  
Forest Supervisor  
Humboldt-Toiyabe National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Byron Keely, Grants & Agreements Specialist  
Southwest Idaho/Nevada Acquisition Center  
U.S. Forest Service

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ralph Thomas, District Manager  
Carson City District  
Bureau of Land Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Toombs, Acting District Manager  
Winnemucca District  
Bureau of Land Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis Strange, District Fire Management Officer  
Carson City District  
Bureau of Land Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donovan Walker, District Fire Management Officer  
Winnemucca District  
Bureau of Land Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Appold, Chief of Acquisitions  
Nevada State Office  
Bureau of Land Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bob Lucey, Chairman  
Washoe County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles A. Moore, Fire Chief  
Truckee Meadows Fire Protection District

\_\_\_\_\_  
Date

**2017  
OPERATING PLAN  
for  
COOPERATIVE FIRE PROTECTION AGREEMENT  
between the  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
and  
USDA, FOREST SERVICE  
HUMBOLDT-TOIYABE NATIONAL FOREST  
and  
USDI, BUREAU OF LAND MANAGEMENT  
CARSON CITY DISTRICT  
WINNEMUCCA DISTRICT**

This Operating Plan (OP) is entered into by and between Truckee Meadows Fire Protection District hereinafter referred to as the District; United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest, hereinafter referred to as the Forest Service; and the USDI, Bureau of Land Management, Carson City District and Winnemucca District, collectively referred to as BLM. Forest Service and BLM jointly will be referred to as the Federal Agencies. Collectively, all will be referred to as Parties. This OP becomes attached to and made part of the cooperative fire protection agreements listed above.

The Parties agree to the following:

**A. PURPOSE:**

The purpose of this OP is to define operating procedures and responsibilities within the framework of the above referenced Cooperative Fire Protection Agreement.

**B. GENERAL PROVISIONS:**

The District is primarily responsible for all hazard response, prevention, structure suppression and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District are intermingled or adjacent to lands protected by the Federal Agencies.

Local District personnel responding to incidents on BLM lands must:

- be 18 years of age or older;



- have and use the required personal protective equipment (PPE) found in the *Interagency Standards for Fire and Fire Aviation Operations* (“Red Book” Ch. 7) or equivalent; and
- have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs.

The Federal Agencies have the responsibility for prevention, protection and suppression, including direct and indirect perimeter control, of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement in the Cooperative Fire Protection Agreement between signatory agencies dated 2017. The Federal Agencies will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The Federal Agencies are not responsible for fighting structure fires. However, the Federal Agencies may assist in providing structure protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The mission and intent of this agreement is to provide for cooperation by the Parties in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency events, conduct support function activities as requested by other Parties, to the extent the provision of such support is properly authorized.

1. The mutual aid period for the purposes of this OP shall be up to 24 hours unless specified otherwise (i.e., cost share agreement).
2. All assistance beyond the 24 hours shall be assistance-by-hire and will be billed retroactively for the full period from the time of initial dispatch.
3. For the purpose of this OP, fire engines (all types), water tenders (all types) and initial attack overhead are understood by the Parties to be mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.
4. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share. See Exhibit G for cost share agreement template.
5. No Party to this agreement will be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
6. Participation of District resources is encouraged on local, geographic and national incident management teams, as well as single resource assignments. Payments of personnel will be in accordance with Exhibit E rates.

All resources provided by the District for suppression activities on the federal jurisdiction fires during the “off season” will be considered assistance-by-hire. This period is October 15 to May 15 each year.

For any “off season” federal fires to be considered for assistance-by-hire reimbursement, the District must:

- Contact the Sierra Front Interagency Dispatch Center immediately, and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
- Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.
- Ordering of resources beyond the initial response will be coordinated with the federal duty officer.

All billings for fire assistance during this period of time will be billed directly to the appropriate federal agency.

### **C. AGENCY CROSS NOTIFICATION OF FIRES:**

Fires will be reported as follows:

Fires occurring on or threatening lands inside the boundaries of the District will be reported immediately to agency of jurisdiction dispatch center.

Fires occurring on or threatening lands of federal ownership will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC).

Initial size up report will be provided to the appropriate dispatch center as soon as possible.

The initial fire report shall include, if available, the following information:

1. Fire Name
2. IC's Name
3. Location (lat & long and general or common name location)
4. Present size (in acres)
5. Spread Potential
6. Resources needed, increase or decrease response

### **D. ANNUAL COORDINATION MEETING:**

A coordination meeting between the District and the Federal Agencies will be held as needed annually by April 1<sup>st</sup>. This meeting will review the past year of cooperative assistance and revise the OP, as needed. All exhibits will be reviewed, updated as needed, and attached to the OP as part of the annual review. Parties to this agreement will communicate preseason to identify critical resources areas (i.e., critical wildlife habitat, etc.).

Maps which identify each of the Parties' jurisdictional boundaries will be exchanged and updated annually and provided during the coordination meeting. This is critical in establishing

an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas. Exhibits A and B identify each of the Parties' jurisdictional boundaries and shall become part of this OP. It is preferred that maps be produced in a GIS format.

## **E. COMMUNICATIONS/FREQUENCIES:**

Each Party to this agreement agrees to maintain up-to-date list of telephone numbers for each principal emergency contacts.

Each agency that is signatory to this Operating Plan is permitted to use each other's frequencies during the emergency activities or training to contact resources of the cooperators in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of an incident command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of frequencies is permitted in "narrowband" and VHF mode only. Federal Communications Commission procedures will be followed when operating radio(s) on any Party's frequency.

When multi-agency or a rapidly expanding incident occurs, the use of VFIRE frequencies for the tactical channel is mandatory to ensure common communications on the fire ground.

Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene.

Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contacts, and interoperable radio hardware).

See Exhibit D for a current list of frequencies and repeater locations.

## **F. OPERATIONS:**

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack resources understand their roles and responsibilities, and those of the other agencies. It is highly recommended that all Parties to this document attend annual Computer Aided Dispatch (CAD) or similar reviews. Personnel shall be familiar with the following:

1. When one Party requests assistance for purposes other than mutual aid or initial attack from the other, reimbursement may be provided. Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.

- a. During initial action, all agencies (federal, state, local and tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
  - b. Prior to the fire season, federal agencies should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.
2. Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear NWCG approved or equivalent appropriate PPE.  
  
Additional PPE as identified by local conditions, material safety data sheet (MSDS) or Job Hazard Analysis/Risk Assessment (JHA/RA) (i.e. specialized leg protection/chaps during chain saw use) may be required.
3. Before fire suppression efforts begin all fire fighters will be briefed.
4. The Parties agree to operate under the concept defined in the National Incident Management System (NIMS) including the Incident Command System (ICS). Unified command should be used whenever multiple jurisdictions are involved, unless extraordinary circumstances dictate otherwise.
5. The Incident Commander (IC) or unified command shall establish a command structure communications plan and incident objectives, identify and make hazards known, and name the incident (if necessary). All resources on scene and arriving will have the incident name provided to them. The Incident Commander will be identified as "Incident Command or IC". The IC shall inform the servicing dispatch center with the incident name, and provide to dispatch their name and agency position title (i.e., Elko Battalion 35).
6. The IC or designee will order and track all resources through a single point. Once unified command is established, the interagency dispatch center will become the single point of ordering.
7. It shall be the policy of all Parties to release a Supporting Party's personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the IC and the Supporting Party.
8. Each Party will make available and familiarize their officers with the contents of this OP.

9. Sierra Front Interagency Dispatch Center will coordinate the use of aircraft resources. The District may order air tanker, helicopter, or observation flights through the interagency dispatch center, but the operational phase will remain under the direction of the incident IC. The District will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.). Any aircraft not ordered by the Parties to this agreement is limited to operations on private lands, and incident personnel will not have any operational control. It is imperative that District who has non-federal aircraft responding inform the interagency dispatch center. A review of aerial coordination procedures (e.g., frequencies, Fire Traffic Area (FTA)) will be part of the annual coordination meeting agenda. The Federal Agencies will not pay for aircraft that are not approved for federal use. All aviation resources and associated support ordered will be considered assistance-by-hire, and therefore always billable.
- a. Air Operations: Wildland fire aviation includes a variety of aircraft and operations. Helicopters are used to drop water, transport crews, reconnaissance, infrared, and deliver resources to the fire line. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Airtankers (SEATs), large airtankers (LAT), and very large airtankers (VLAT). These aircraft play a critical role in supporting firefighters on the ground.
  - b. Pilot and Aircraft Approval: All pilots and aircraft involved with aviation suppression operations over Federal Lands will be approved and/or carded for their specific mission(s) by Office of Aircraft Services (OAS) or United States Forest Service (USFS).
  - c. Boundary Issues: The requirement for increased management and coordination is due to the possibility of two or more agencies/cooperators conducting simultaneous, uncoordinated aviation operations within those areas which would unknowingly put the responding aerial resources within close proximity to one another, placing aircraft and crews at risk. Airspace boundary plans should be employed in areas where this occurs. Any agency conducting aerial operations within a "neutral air" corridor or zone (ten mile width) will immediately notify the adjoining agency/cooperator of such operations. This is accomplished to and from dispatch offices prior to the commencement of operations and when operations cease. Agency aircraft will establish contact on the assigned air-to-air frequency. Should contact not be made, the contact air-to-air frequency will be "Air Guard" 168.625 MHz (TX tone 110.9). Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.
  - d. Airspace De-confliction: Airspace de-confliction is a term used to describe the process of reducing the risk of a near mid-air collision or TFR intrusion by sharing information regarding flight activity with Department of Defense military units, general aviation and other agency aviation programs. Airspace de-

confliction will occur for both emergency and non-emergency aviation activities by contacting the local federal dispatch center.

- e. Temporary Flight Restrictions (TFR): In order to enhance safety during an incident or project, the FAA may be requested to issue a Notice to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).
  - f. Fire Traffic Area (FTA): The Incident Commander or designee will monitor the assigned Air to Ground frequency assigned to the incident.
  - g. At no less than twelve nautical miles from the incident, all aircraft will establish radio communication with the incident before entering the Fire Traffic Area. If positive radio communication is not established, aircraft must hold at seven nautical miles.
10. All Parties will coordinate fire restrictions or closures due to weather or fire severity where practical.
11. General Cooperative Activities: All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address fire issues in their Direct Protection Areas/jurisdiction. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.
12. Information and Education:
- a. Joint Press Releases: Parties should develop joint press releases on cooperative fire protection issues/incidents to ensure that the interests of all affected agencies are adequately addressed.
  - b. Smokey Bear Program: Parties should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.
  - c. Local Education Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.
  - d. Fire Prevention Signs: Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.
13. Cause and Origin Investigations:
- a. Each Party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire, the jurisdiction in which the suspected origin is located

will serve as the lead for the investigation. Any Party may request assistance from Agencies outside the suspected origin jurisdiction.

- b. For multi-jurisdictional incidents the lead Agency must invite all Parties' appropriate fire investigation personnel to work jointly with the lead Agency to determine the fire cause and origin, whether the fire was human caused, and if human caused whether it was the result of negligence or intentionally set.
  - c. Where the cooperating agency is federal, appropriate federal law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
  - d. For all fire trespass/arson matters, cooperating agencies will provide fire investigation reports, cost figures and cost documentation to the lead agency.
    - i. Costs include, but are not limited to, fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
    - ii. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.
14. When one Party to this Agreement takes initial action on a fire in another Agency's jurisdiction, every effort will be made to protect the area containing the origin of the fire and protect evidence that may be pertinent to identifying the fire cause. Information generated from investigation of the origin of the fire and other information concerning incendiary fires, etc. will be shared with all Parties to increase probability of prosecution and/or cost recovery.
15. Wildland Urban Interface – The operational roles of the Federal Agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of State, Local or Tribal governments.
16. Federal Agency firefighters who encounter structure, vehicle, or landfill fires during normal wildland suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. For the current Great Basin Community and Structure Fire Protection Guidelines see Exhibit H.
17. Emergency Medical Responses – Federal Agency personnel are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will Federal Agency resources be dispatched for medical emergencies.

## **G. SHARING FACILITIES:**

Administrative/Training: Sharing of facilities for the purpose of training is beneficial for all agencies to this agreement; therefore there will be no charge for the use of Agencies' facilities for training.

Incidents: Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours (24) for incident support. After 24 hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident goes beyond initial attack and/or a large number of personnel is required by the incident.

## **H. PROTECTION ORGANIZATION & RATES:**

See the Agency Rate Tables in Exhibit E.

## **I. COST SHARE:**

Cost share agreements must be easily understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process. Jurisdictional agencies should implement a method to track costs that occur outside of the cost share period (e.g., assign resources new incident order numbers and establish new agency-specific accounting codes).

A cost share agreement will be developed on the basis of one or a combination of the following four criteria:

1. Initial Attack Agreement (mutual aid)
2. Acres Burned
3. You Order, You Pay (YOYP)
  - a. A unified ordering point is required and agencies agree to who will order which resources.
  - b. On-incident support costs may be split by the percentage of agency requested resources.
  - c. Off-incident support costs are paid for by the ordering unit.
4. Cost Apportionment

Fire cost tracking and accountability (i.e. air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

An after-action fiscal review may be conducted at the request of any Party.



Cost Shared Items: The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- a. Aircraft Costs - Aircraft (fixed and rotor wing) and associated retardant and personnel costs.
- b. Equipment Costs - Emergency equipment used to support the incident.
- c. Incident Cache Costs - Cache costs may include refurbish, replacement, resupply, and labor costs.
- d. Incident Rehabilitation Costs - Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
- e. Initial Attack Resource Costs - Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, the provisions in the Cooperative Agreement associated with this OP for initial attack assistance at no cost do not apply.
- f. Off-Incident Support Sites - Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are typically not ordered for a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies should establish separate cost share agreements for these items.
- g. On-Incident Support Costs - Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
- h. Personnel Costs - Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- i. Transportation Costs - Costs associated with movement of resources to and from an incident.
- j. Administrative Surcharge (Indirect Charge) - The Parties to this agreement will not charge each other an Administrative Surcharge/Indirect Charge. Resources obtained via external agreements which include an administrative surcharge are allowable.

Non-Cost Shared Items: The following lists items that are typically not cost shared:

- a. Accountable Property - Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
- b. Administrative Overhead Costs - Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
- c. Claims Costs - Responsibility for tort claims or extraordinary settlement costs will be addressed through a separate agreement between agencies.
- d. Move Up and Cover Costs - Includes additional costs over and above base salary of "backfilling" agency personnel to meet agency-specific staffing requirements.

- e. Post-Incident Rehabilitation Costs - Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

Final Cost Determination: Costs will be determined by using agency financial records.

Transfer of Responsibility Procedures: When Incident Management Teams (IMTs) are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date, and provide copies of these documents. If there is a change in the Agency Administrators or representatives the departing Agency Administrators shall brief and provide copies of any existing cost sharing agreements and documentation to the incoming Agency Administrators to ensure the incoming Agency Administrators have a clear understanding of all the decisions and agreements used to develop the final cost share percentages and conditions that will be used to generate the final cost share agreement.

Wildland Fire Protection Program (WFFP). If the District is covered under a WFFP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, NDF will be a signatory Party on the cost share. The District is required to notify NDF Duty Officer of any wildland fire within their jurisdiction that may require a cost share agreement. NDF will assume an active role in the development of cost share agreements.

## **J. COMPENSATION FOR SERVICES:**

This portion of the OP establishes standard payment rates and billing procedures for equipment and personnel used for the purpose of this agreement.

It is understood that no Party is entering this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made by the Parties to minimize costs.

1. Within Mutual Aid Period: No billing will occur for expenses with the mutual aid period except for the resources identified as assistance-by-hire.
2. Resources working beyond Mutual Aid Period: The Supporting Agency will bill the Protecting Agency for actual costs incurred for assistance provided and identified as reimbursable. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch.
3. Incident Billing Documentation: Federal, State and Local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center on behalf of the federal (excluding Forest Service AD employees), State or Local cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

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OF-286, Emergency Equipment Use Invoice, shall not be completed by the incident agency for federal, state and local cooperator vehicles (including rental vehicles) nor should any type of equipment invoice be submitted to the Protecting Agency payment center on behalf of the federal, State or Local cooperators. Supporting Agencies will bill the Protecting Agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

It is recommended that District resources utilize Exhibit I when checking in with Finance personnel at an incident to avoid confusion regarding which forms are required to be completed for District resources.

Non-Billable Items: The following items are NOT considered billable by the Parties:

- a. Agency overhead personnel performing agency specific duties and not assigned to the incident
- b. Non-expendable accountable property
- c. Interest and indemnities payments
- d. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- e. False Alarms with the exception of assistance by hire resources and their associated supporting costs
- f. Administrative Surcharge/Indirect Charges

INDIRECT COST RATES - COOPERATIVE FIRE PROTECTION. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
3. The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.

4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

Billable and Shareable: Associated Costs Not On Resources Orders – There are associated costs that both State, County and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance-by-Hire. While, on the surface, they are not ordered “by and for the incident,” they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be “documented” on a resource order and will be billed using agency specific financial system reports. Examples include, but are not limited, to:

- a. Dispatchers
- b. Airbase Costs - Includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- c. Warehouse/Cache - Includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- d. Mobilization Centers - Includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- e. Travel Per Diem/Transportation Costs - Includes mileage and lodging/meals and incidental expenses incurred while enroute to/from the incident or not provided at the incident. These expenses shall not exceed the published General Services Administration (GSA) allowable rates. Exception: Those instances where the GSA lodging rate (excluding room taxes) cannot be obtained shall be documented and copies of the documentation shall be provided with the billing invoice.
- f. Temporary Incident Payment Center Activity - Includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- g. Agency Support Cost Covered Under Specific Labor Agreements - Includes cost of lodging/per diem and related mileage to and from the incident.
- h. Personnel Backfill - Backfill coverage for shift firefighters assigned to fire stations is billable to the incident. Reimbursement will not be provided for both the “backfill” resource and resources mobilized to an incident for the same time period (i.e., Only one type of resource may be billed per day – either the backfill resource or the incident resource. Occasionally, more than one person may be required to fulfill an agency’s backfill shift requirement. In those cases, no more than 24 hours per day will be billed for the backfill resources.).
- i. Invoice Preparation - Includes actual charges by agency staff for the preparation of incident billing documents/packages.
- j. Correction Officers - All time for State correction officers will be fully

reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.

- k. Compensated Days off at End of Incident - It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of their employing agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.

#### 4. Billing Submission:

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is declared out. If final costs are not known at that time, an estimated amount will be provided to the Protecting Parties. Contested items will be resolved by the Parties signatory to this Operating Plan. If consensus cannot be reached, those items of concern will be elevated to the next higher level of management for resolution. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other Party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.

#### Federal Agency Billings:

Submit bills to the District whenever the District is the protecting agency and billing is appropriate. If the District is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, billings will be submitted to NDF for payment.

Truckee Meadows Fire Protection District  
Charles A. Moore, Fire Chief  
P.O. Box 11130  
Reno, NV 89520-0027

#### District Billings:

"Off-season" billing reimbursement requests for federal fires will be sent directly to the appropriate federal agency.

- a. BLM/BIA Jurisdictional Fires: All billings for both in-state and out-of-state BLM/BIA jurisdictional fires will be billed to the BLM District Office.

United States Department of the Interior  
Bureau of Land Management  
Carson City District Office  
Attention: Fire Management Officer  
5665 Morgan Mill Road  
Carson City, NV 89701

- b. FS Jurisdictional Fires: All billings for both in-state and out-of-state FS jurisdictional fires will be billed to the Humboldt-Toiyabe National Forest.

United States Forest Service  
Humboldt-Toiyabe National Forest  
Attention: Incident Business  
1200 Franklin Way  
Sparks, NV 89431

- c. U.S. Fish and Wildlife (FWS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with FWS, submit billings to:

USDI, Fish and Wildlife Service  
Attention: Incident Business Lead  
3833 South Development Avenue  
Boise, ID 83705

- d. National Park Service (NPS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with NPS, submit billings to:

USDI, National Park Service  
Attention: Incident Business Lead  
3833 South Development Avenue  
Boise, ID 83705

- e. State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the Humboldt-Toiyabe National Forest.
5. **Billing Content**: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories if required by a cost share agreement. Billings for fire suppression assistance will not

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include administrative overhead or other costs not supported by a resource order or other supporting documentation. Documentation in support of the billing will include:

- a. Invoice, including:
  - i. Cooperator name, address, phone number, and agency financial contact.
  - ii. Agreement number.
  - iii. Incident name, incident number and financial accounting code.
  - iv. Dates of the incident covered by the billing.
- b. Summary cost data for the amount being billed. Use costs reports generated by the agency to support the billing whenever possible.
- c. Copies of resource orders and other supporting documentation (i.e., WildCAD). Receipts should be in the form of photocopies.
- d. Copies of applicable cost share agreements.
- e. Cost share split report (if applicable)

6. Payment Due Dates: All bills will have a payment due date 90 days after date of issuance.

This OP is valid until replaced.

**K. AUTHORIZED REPRESENTATIVES:**

By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date entered below.

\_\_\_\_\_  
Bob Lucey, Chairman  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles A. Moore, Fire Chief  
Truckee Meadows Fire Protection District

\_\_\_\_\_  
Date

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\_\_\_\_\_  
William A. Dunkelberger, Forest Supervisor  
USDA, Forest Service  
Humboldt-Toiyabe National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ralph Thomas , District Manager  
USDI, Bureau of Land Management  
Carson City District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alan Bittner, District Manager  
USDI, Bureau of Land Management  
NorCal District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Toombs, Acting District Manager  
USDI, Bureau of Land Management  
Winnemucca District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis Strange, District Fire Management Officer  
USDI, Bureau of Land Management  
Carson City District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donovan Walker, Acting District Fire Management Officer  
USDI, Bureau of Land Management  
Winnemucca District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Walter Herzog, District Fire Management Officer  
USDI, Bureau of Land Management  
NorCal District

\_\_\_\_\_  
Date



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**The authority and format of this instrument have been reviewed and approved for signature.**

Byron Keely, Grants and Agreements Specialist  
USDA, Forest Service  
Southwest Idaho/Nevada Group

Date

DAVID APPOLD, Supervisory Procurement Analyst  
USDI, Bureau of Land Management  
Nevada State Office

Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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District Agreement No. \_\_\_\_\_

**EXHIBIT A**  
**MAP**  
**WILDLAND FIRE PROTECTION RESPONSIBILITY FOR URBAN AREAS**

<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHl62Sa?oref=e>

**EXHIBIT B**  
**MAP**  
**WILDLAND FIRE PROTECTION RESPONSIBILITY FOR FEDERAL LANDS**

<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHl62Sa?oref=e>

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 District Agreement No. \_\_\_\_\_

## EXHIBIT C LIST EMERGENCY CONTACT PERSONNEL

### Truckee Meadows Fire Protection District

Name	Title	Office	Cell	Fax
Chalres Moore	Fire Chief	775-328-6123	775-313-8903	775-326-6003
Mike Heikka	BC A Shift Bat 3	775-326-6000	775-742-2364	775-326-6003
Jay Cwiak	BC A Shift Bat 4	775-326-6000	775-527-6025	775-326-6003
Al Hyde	BC B Shift Bat 3	775-326-6000	775-313-1582	775-326-6003
Chris Ketrng	BC B Shift Bat 4	775-326-6000	775-315-5805	775-326-6003
Sam Hicks	BC C Shift Bat 3	775-326-6000	775-453-8188	775-326-6003
Alex Kukulus	BC C Shift Bat 4k	775-326-6000	775-762-0638	775-326-6003

### Sierra Front Interagency Dispatch Center SFIDC

Name	Title	Office	Cell	Fax
Emergency Number	Report Fire/Incident	775-782-3223		
After Hours Cell			775-721-0312	
After Hours Backup			775-230-4782	
Mindy Stevenson	Center Manager	775-782-1448	775-230-4912	775-782-1441
Roger Conroy	Asst Center Mngr	775-782-1405	775-443-8634	775-782-1441
Helen Frazier	Intelligence Dispatcher	775-782-1453		775-782-1441
Charles Meeks	Logistics Coordinator	775-782-1455	775-560-4318	775-782-1431

### Carson Ranger District FS

Name	Title	Office	Cell	Fax
Mike Wilde	Fire Management Officer	775-884-8145	775-721-0682	775-884-8199
Stacy Saucedo	Asst Fire Mgmt Officer	775-884-8141	775-790-0746	775-884-8199
Charlie Dobson	Asst Fire Mgmt Officer	775-355-5379	775-846-3056	530-694-9315
Irene Davidson	District Ranger	775-884-8100	775-721-1259	775-884-8199

### Carson City District BLM

Name	Title	Office	Cell	Fax
Duty Officer			775-885-6199	
Ralph Thomas	District Manager	775-885-6151		775-885-6147
Dennis Strange	Fire Management Officer	775-885-6103	775-309-7448	775-885-6106
Jonathan Palma	Asst Fire Mgmt Officer	775-885-6104	775-309-7781	775-885-6106
Ray Bennett	Asst Fire Mgmt Officer	775-887-3521	775-430-3942	775-885-6106
Shane Charley	Division Chief - Aviation	775-885-6182	775-720-3411	775-885-6106
Tim Roide	Division Chief - Fuels	775-885-6185	775-230-1004	775-885-6106
Billy Britt	BC 3901	775-885-6006	775-721-7107	775-885-6106
Asad Rahman	BC 3902	775-885-6195	775-309-7486	775-885-6106
Dan Gustafson	BC 3903	530-827-2220	775-291-0437	775-885-6106
Jade Martin	BC 3904	775-475-0350	775-315-0608	775-885-6106
Dennis Terry	BC 3906	775-885-6197	223-9070	775-885-6106
Keith Barker	BC 3907	775-885-6120	775-315-6104	775-885-6106
Ryan Elliott	BC 3908	775-885-6167	775-315-6108	775-885-6106
Kevin Kranz	BC 3909	775-885-6083	775-400-6902	775-885-6106
Kevin Kelly	Supt 30	775-392-3041	775-230-1003	775-885-6106
Justin Cutler	Capt 30	775-392-3041	775-315-6113	775-885-6106

FS Agreement No. \_\_\_\_\_  
 BLM Agreement No. \_\_\_\_\_  
 District Agreement No. \_\_\_\_\_

## EXHIBIT D

### COMMUNICATION

#### Truckee Meadows Fire Protection District Frequencies

RX	TX	TONE	USE
158.745	158.745	N/A	TM LOCAL
158.745	159.390	107.2	TM SLIDE
158.745	159.390	118.8	TM PEAVINE
158.745	159.390	136.5	TM VIRGINIA PEAK
158.745	159.390	127.3	TM GERLACH
158.880	158.880	N/A	TM Tac 1
158.940	158.940	N/A	TM Tac 2

#### BLM frequencies per this plan:

RX	TONE	TX	TONE	USE
169.9875	146.2	169.9875	110.9	CC BLM LOCAL
169.9875	146.2	162.2375	114.8	CC BLM FAIRVIEW REPEATER
169.9875	146.2	162.2375	151.4	CC BLM CORY REPEATER
169.9875	146.2	162.2375	173.8	CC BLM FT SAGE REPEATER
169.9875	146.2	162.2375	186.2	CC BLM McCLELLAN REPEATER
169.9875	146.2	162.2375	203.5	CC BLM VIRGINIA REPEATER
171.6750	N/A	171.6750	114.8	CC BLM SCENE OF ACTION (SOA)
168.3125	N/A	168.3125	N/A	AIR TO GROUND 51
166.8750	N/A	166.8750	N/A	AIR TO GROUND 8
154.280	N/A	154.280	N/A	V Fire 21 (WHITE 1)

FS Agreement No. \_\_\_\_\_  
 BLM Agreement No. \_\_\_\_\_  
 District Agreement No. \_\_\_\_\_

154.265	N/A	154.265	N/A	V Fire 22 (WHITE 2)
154.295	N/A	154.295	N/A	V Fire 23 (WHITE 3)

#### **H-T Frequencies**

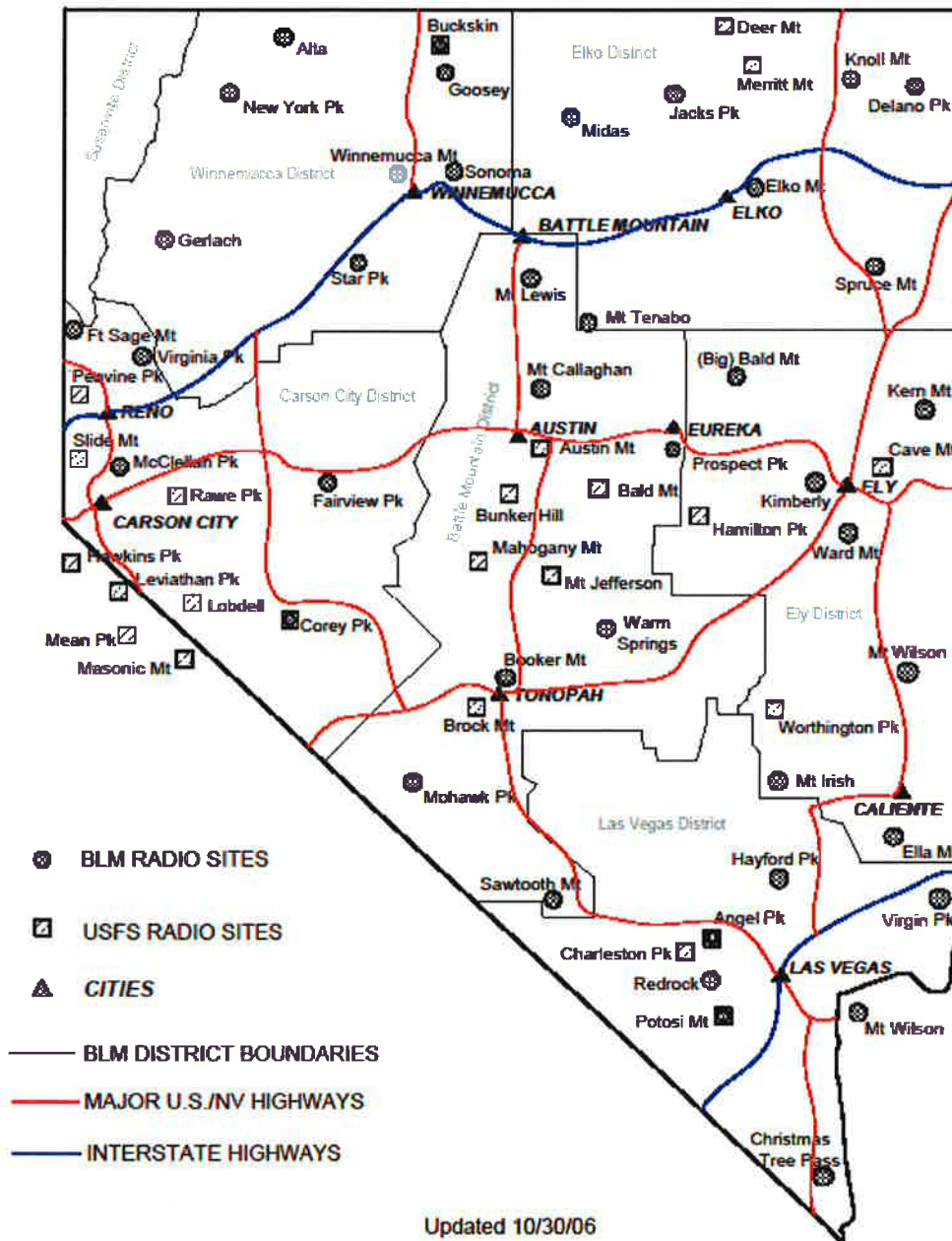
<u>RX</u>	<u>TX</u>	<u>USE</u>
169.875	169.875	FOREST NET/SIMPLEX
169.875	170.475	FOREST NET/ REPEATER
170.525	164.1875	FOREST NET BRIDGEPORT/REPEATER
170.525	170.525	FOREST NET BRIDGEPORT/SIMPLEX
169.975	169.975	2 <sup>ND</sup> FOREST NET/LEVIATHAN/SIMPLEX
169.975	171.425	2 <sup>ND</sup> FOREST NET/LEVIATHAN/REPEATER
168.200	168.200	NIFC Tac II

#### **HTF REPEATER TONES**

Tones	Frequency	Name
1	110.9	Slide
2	123.0	Peavine
3	131.8	Hawkins
4	136.5	Rawe
5	146.2	Lobdell
6	156.7	Mean
7	167.9	Cory
8	103.5	Leviathan (2 <sup>nd</sup> Forest Net Only)
9	100.0	McClellan Peak

FS Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_  
District Agreement No. \_\_\_\_\_

## EXHIBIT D cont REPEATER SITE MAP



## EXHIBIT E AGENCY RATE TABLES

**Rates will be billed based on actual costs and may be different than the rate quoted in this document.**

Upon demobilization from an incident, personnel shall be provided an approved and signed Emergency Firefighter Time Report (OF-288). On smaller incidents, a Crew Time Report (SF-261), signed by the incident supervisor shall suffice. No equipment invoice should be provided at the incident. See Exhibit I. Exhibit I should be presented to the incident upon check in.

Vehicles and equipment obtained under the Federal Excess Property Program (FEPP) will only be reimbursed for maintenance and operating costs.

Portal to portal pay provisions will be acceptable when District/Department personnel have been designated entitlement to portal to portal pay by their home agency.

Equipment is not included in portal to portal pay provisions. Equipment paid on an hourly basis per the rate schedule will be reimbursed for actual hours of work performed by the operator. Mileage will be reimbursed per the rate schedule where applicable. Federal, State and local agency equipment rates listed in the rate schedule are considered "wet" and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.

### FEDERAL RATE SCHEDULE

Rates based on estimated actual cost to government personnel per 2017 OPM rate tables. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

#### Labor Cost Ranges

##### Ground resources:

Firefighters	GS-3 thru GS-5	\$16.92 - \$22.92*
Engine Operators	GS-5 thru GS-6	\$26.76 - \$41.84*
Engine Captains	GS-7	\$33.13 - \$46.48*
Battalion Chiefs	GS-8 thru GS-9	\$36.70 - \$56.87*
Fire Staff IC 3's	GS-11 thru GS-12	\$49.05 - \$82.45*

##### Aviation resources:

Ramp Managers	GS-5	\$21.25 - \$27.62*
Tanker Base Managers	GS-7 thru GS-9	\$33.13 - \$52.70*
Air Attack Manager	GS-9	\$40.55 - \$52.70*

\*Overtime Rates are paid at Time and One Half

\*Hazard Pay is an additional 25%

### **Forest Service Ground Resource Vehicle Costs**

SUV	\$0.30/mi		
Pick Up	\$0.35/mi		
Engine Type III	\$6.75/mi	pump	\$29.00/hr
Engine Type IV	\$1.71/mi	pump	\$27.41/hr
Engine Type VI	\$0.69/mi	pump	\$16.10/hr
Engine Type VII(Patrol)	\$0.60/mi	pump	\$16.10/hr

### **BLM Ground Resource Vehicle Costs**

Type 3 Engine Model 14	Hourly Rate	\$166.66/hour
Type 3 Wildland	Hourly Rate	\$152.95/hour
Type 6 Engine Enhanced light	Hourly Rate	\$84.23/hour
Type 6 Light	Hourly Rate	\$81.53/hour
Command Vehicles	Mileage Rate	\$1.19 /mile
IHC Crew Carriers	Mileage Rate	\$4.31 /mile
Superintendent Truck	Mileage Rate	\$1.85/mile
Utility Vehicles	Mileage Rate	\$1.22 /mile
1 Ton Warehouse Stakeside	Mileage Rate	\$1.50 /mile
2 ½ Ton Warehouse Stakeside	Mileage Rate	\$2.00 /mile

All aviation resources will be considered assistance by hire as outlined in the Operating Plan Section. Billing will include availability, flight costs, landing fees, retardant, AMD charges, aircraft support equipment charges, and per diem expenses when aircraft are held overnight.

Rates based on actual cost to government for the Carson City District Office. Billed rates will be at the actual cost and may be different than the rate quoted in this document.

#### **Aircraft Costs - Helicopters:**

Type I Helicopter: \$7500.00 and up per flight hour.

Type II Helicopter: \$1750.00 to \$3600.00 per hour depending on model.

Type III Helicopter: \$750.00 to \$2600.00 per hour depending on model.

Average service cost per mile for support vehicles: \$3.00 a mile.

Cost per gallon will go down after 100,000 gal., 200,000 gal. 300,000 gallons back up.  
 Aircraft Costs - Retardant:

Average retardant is \$3.55/gallon

SEAT: 800 gallon load of retardant X \$3.55 = \$2,840.00

P2V: 2,400 gallon load of retardant X \$3.55/gallon = \$8,520.00



**Aircraft Costs - Air Tankers and SEATS:**

AT-802 SEAT: \$2650.00 to \$3600.00 per hour depending on CWN contract.

P2V: \$4,500.00 to \$10,200.00 per flight hour.

BAE-146: \$10,000.00 to \$11,500.00 per flight hour.

S2: \$3,000.00 to \$3,600 per flight hour.

**Aircraft Costs - Aerial Supervision:**

Air Attack: \$750.00 to \$1500.00 per flight hour.

ASM: \$750.00 to \$1500.00 per flight hour

**Truckee Meadows Fire Protection District Rate Table**

**2017 BILLING RATES**

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

**APPARATUS RATES**

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

- Structure Engine - Type I \$190.00/hr.
- Brush Engine - Type III \$170.00/hr.
- Water Tender \$170.00/hr.
- Patrol Truck – Type VI \$100.00/hr.
- Rescue \$75.00/hr.
- Heavy Rescue \$175.00/hr.
- Air Truck \$150.00/hr.
- Fuel Truck \$75.00/hr.
- Water Rescue Unit w/Boats \$75.00/hr.
- Hazmat Unit \$225.00/hr.
- Heavy Mechanic Truck \$125.00/hr.

**SUPPORT VEHICLE AND EQUIPMENT RATES**

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the

billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$250.00/day

**County or Fire District Owned Vehicles:**

- Command Vehicle \$96.00/day plus \$0.53.5 per mile
- SUV/Pickup (½ ton and below) \$86.00/day plus \$0.53.5 cents per mile
- Pickup (¾ ton and above) \$96.00/day plus \$0.53.5 cents per mile
- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle \$0.53.5 cents per mile
- Masticator \$115.00/hr. plus fuel costs or \$44.00/hr. additional
- Ambulance \$125.00/hr.

**PERSONNEL RATES**

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Chief	74.63		
Deputy Chief	TBD		
Division Chief	71.40	107.10	
Battalion Chief	59.66	89.49	125.21
<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Logistics Chief Officer	45.61	68.41	95.72
Fire Marshal	56.28	84.42	107.72
Fire Prevention Specialist I	38.44	57.66	73.57
Fire Prevention Specialist II	38.44	57.66	73.57
Fleet Manager	56.28	84.42	107.72
Fire Mechanic	38.44	57.66	73.57
Fire Mechanic/Logistics Assistant	34.50	51.75	66.03
Training Captain	46.94	70.41	98.51

<b>56 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Battalion Chief	42.62	63.93	89.45
Training Captain	30.48	45.72	63.97
Captain	30.48	45.72	63.97
Operator	27.16	40.73	56.99
Paramedic	25.62	38.43	53.77
Firefighter	23.05	34.58	48.38

FS Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_  
District Agreement No. \_\_\_\_\_

## EXHIBIT F SAMPLE FIRE REPORT

### FINAL FIRE INFORMATION

*\*If unknown, to be filled out by dispatch or authorized signatory\**

Fire Code: \_\_\_\_\_ **\*FIRE TYPE:** 1-1 1-2 1-3 1-5 1-6 2-1 2-6 3-7

**CAUSE (Circle One):**

1) Lightning	2) Camp Fire	3) Smoking	4) Debris Burning	5) Arson
6) Equipment Use	7) Railroads	8) Children	9) Other	

**\*Reimbursable?** ☐ Yes ☐ No

**\*ACRES BURNED BY OWNERSHIP:**

1) BLM	2) BIA	3) NPS	4) FWS
5) USFS	6) Private	7) State/County	8) Other

**Ownership at Point of Origin:** ☐ BLM ☐ BIA ☐ NPS ☐ FWS ☐ USFS ☐ Private ☐ State ☐ County/City ☐ Other

**Point of Origin Latitude and Longitude in NAD 83**

Latitude: Deg. \_\_\_\_\_ Min. \_\_\_\_\_ Sec. \_\_\_\_\_ Longitude: Deg. \_\_\_\_\_ Min. \_\_\_\_\_ Sec. \_\_\_\_\_

**Was fire 10 acres or more?** ☐ Yes ☐ No **Was fire Mapped and put into GIS?** ☐ Yes ☐ No

**\*IA RESOURCES DISPATCHED:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Acres: \_\_\_\_\_

**CONTAINMENT:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Acres: \_\_\_\_\_

**CONTROL:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Acres: \_\_\_\_\_

**OUT:**

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

**TOPOGRAPHY (Point of Origin):**

- |                    |                        |                  |
|--------------------|------------------------|------------------|
| 1) Ridgetop        | 4) Upper 1/3 of slope  | 7) Valley Bottom |
| 2) Saddle          | 5) Middle 1/3 of slope | 8) Mesa/Plateau  |
| 3) Flat or Rolling | 6) Lower 1/3 of slope  | 9) Canyon Bottom |

**ASPECT (Point of Origin):**

- |          |         |          |         |             |
|----------|---------|----------|---------|-------------|
| 0) Flat  | 2) NE   | 4) SE    | 6) SW   | 8) NW       |
| 1) North | 3) East | 5) South | 7) West | 9) Ridgetop |

**SLOPE (Point of Origin):**

- |             |              |              |              |           |
|-------------|--------------|--------------|--------------|-----------|
| 1) 0 - 25 % | 2) 26 - 40 % | 3) 41 - 55 % | 4) 56 - 75 % | 5) 76 + % |
|-------------|--------------|--------------|--------------|-----------|

**ELEVATION (Point of Origin):**

- |                |                 |                 |                 |                 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| 0) 0 - 500'    | 2) 1501 - 2500' | 4) 3501 - 4500' | 6) 5501 - 6500' | 8) 7501 - 8500' |
| 1) 501 - 1500' | 3) 2501 - 3500' | 5) 4501 - 5500' | 7) 6501 - 7500' | 9) 8501 +       |

**PREDOMINANT FUEL MODEL (Circle one):**

- |                               |                               |                            |
|-------------------------------|-------------------------------|----------------------------|
| 1) Grass                      | 5) Brush                      | 9) Hardwood (Aspen/Poplar) |
| 2) Timber w/ Grass Understory | 8) Pinion/Juniper (PJ)/Timber | 12) Logging Slash          |

Wildland ☐ Wildland/Urban Interface ☐ Structures Burned or Destroyed: \_\_\_\_\_

**Did the fire intersect a fuels treatment?** YES ☐ NO ☐ MAYBE ☐

**If Yes or Maybe, Has the local district Fuels Specialist been notified?** Yes ☐ NO ☐

**IC PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**AUTHORIZED BY:** \_\_\_\_\_

FS Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_  
District Agreement No. \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT F SAMPLE FIRE REPORT**

### **FIRE REPORT NARRATIVE:**

Give a brief description of the suppression efforts. Include **Strategy, Tactics, and Concerns / Problems**. Document any major **decisions/observations/problems**. Include if effectiveness details of fuel treatments if applicable. Specify if any T&E species (ex. Sage Grouse) habitat was threatened and include strategies/tactics used for protection. Attach a map if requested.

FS Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_  
District Agreement No. \_\_\_\_\_

## EXHIBIT G COST SHARE AGREEMENT

### SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or Local Agreement between the Agencies listed. # \_\_\_\_\_

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_

2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_  
Latitude \_\_\_\_\_ Longitude \_\_\_\_\_ (Deg. Min. Sec)

3. Estimated Size( Acres) \_\_\_\_\_ at the time of this agreement.

4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

5. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

6. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

7. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

8. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

9. This agreement becomes effective on: \_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.

10. Overall direction of this incident will be by \_\_\_\_\_ Unified, or by \_\_\_\_\_ Single Command structure.

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 BLM Agreement No. \_\_\_\_\_  
 District Agreement No. \_\_\_\_\_

POSITION	NAME(s)	AGENCY
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

11. Suppression action will be subject to the following special conditions and land management considerations:

12. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____
Agency _____	Geographic Responsibility _____

13. The Agency responsible for structural protection will be: \_\_\_\_\_  
 (normally local, State, Tribal Agency)

14. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

FS Agreement No. \_\_\_\_\_  
 BLM Agreement No. \_\_\_\_\_  
 District Agreement No. \_\_\_\_\_

15. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

16. Other conditions relative to this agreement (Notifications, incident information, etc.):

Cooperator \_\_\_\_\_ does \_\_\_\_\_ does not have a WFPP agreement in place with NDF. If a WFPP is in place, NDF will be the payment agency on behalf of the cooperator.

Agency	Agency	Agency	NDF (WFPP Concurrence)
Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

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BLM Agreement No. \_\_\_\_\_  
District Agreement No. \_\_\_\_\_

List of Attachments (if any):

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## EXHIBIT H



### COMMUNITY AND STRUCTURE FIRE PROTECTION Guidelines for the Great Basin 2014

#### Background

Protection of structures and communities is a shared partnership between the home and landowners and their fire agencies. Structure and community protection is high risk and a large cost center for all fire agencies. Clarification on what, how and where we will accomplish our structure protection roles and responsibilities must be identified. There needs to be a common expectation among all agencies and the public on how structure protection will be handled within the Great Basin.

With the increased growth in the wildland urban interface, fire agencies do not have the capability to protect all structures. The goal is to support communities and structures that can survive the effects of a wildland fire without intervention.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. A strong initial attack commensurate with risk is the primary objective on all wildfires managed for suppression objectives. Fire agencies have a responsibility to attempt to prevent a wildland fire from spreading into areas where there are structures, and to assist local fire agencies in protecting communities and structures from the advancing wildland fire.

#### Leaders Intent

Our first and foremost intent is to keep our firefighters and the public safe. Secondly, once that safety can be ensured, then we will aggressively work toward keeping the wildland fire away from structures and communities. Our strategies and tactics will be based on that intent. Protecting structures from fire will not be possible in every situation. Risk to firefighters, fire behavior and availability of resources will dictate the strategies that will be used.

When there is a need to engage in structure protection, we will ensure that we are taking safe, appropriate, and reasonable tactical actions for which we are trained and equipped. Those

actions will be cost effective. State and federal agencies will limit the use of tactics such as gelling, wrapping, and extensive hazardous fuels modification.

### **Unified Efforts**

Fire agencies may have a shared responsibility for wildland fire and structure protection within the scope of their state laws, agreements and operating plans. Agency Administrators will discuss with their partners roles and responsibilities, what capabilities each party has, how the parties will interface with each other, and how responsibilities for costs will be addressed. Agency Administrators will provide leaders intent for structure fire protection. Incident management organizations will engage local government agencies (fire District/Departments, law enforcement, disaster services, etc.) in the planning of strategies and tactics for community and structure protection.

There are areas in the Great Basin where there is no local fire agency. Through established agreements and authorities, the wildland fire protection agencies may have the responsibility to protect structures from wildland fire. Landowners have the responsibility to determine whether there is a local fire agency that provides structure fire protection.

It is important for GBCG members to:

- **Partner** with communities, home and landowners to identify what actions can be taken to mitigate potential wildland urban interface losses, and identify financial and technical assistance opportunities.
- **Identify** how the parties will work together when the wildland fire impacts another's protection or jurisdictional responsibility.
- **Establish** agreements and/or local operating plans to identify roles and responsibilities prior to the wildland fire.

### **Capabilities**

Wildland fire agencies have no capability or responsibility to do structure fire suppression. Some local fire agencies may have limited capability within their own areas of jurisdiction to respond to a wildland fire. It is important to understand what capability they do have and if they have options to reach out to others such as mutual aid, to enhance that capability.

### **Definitions**

The following are defined:

**Wildland Fire Protection:** Protecting natural resources and municipal watersheds from damage from any fire that occurs in the wildland. State, tribal and federal forestry or land management and some local government agencies normally provide wildland fire protection.

**Structure Protection:** Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishment of spot fires near or on

FS Agreement No. \_\_\_\_\_  
BLM Agreement No. \_\_\_\_\_  
District Agreement No. \_\_\_\_\_

the structure. The protection can be provided by both the rural and/or local government fire District/Department and wildland fire protection agencies.

**Structure Fire Suppression:** Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training. This is the responsibility of local government entities; however there are areas where there is no structural fire agency in place.

***This supersedes any prior Community and Structure Fire Protection guidelines developed by NRCG or GBCG.***

## EXHIBIT I NOTICE TO INCIDENT FINANCE PERSONNEL

### BILLING DOCUMENTATION REQUIREMENTS FOR NEVADA COOPERATOR PERSONNEL/EQUIPMENT

The Truckee Meadows Fire Protection District has an existing Agreement and Operating Plan with the Humboldt-Toiyabe NF and Carson City District (BLM). Per those documents cooperators are only required to report hours of work for personnel. Equipment costs will be reimbursed to the cooperator based on the hours/days worked by the operators.

#### COOPERATOR PERSONNEL

Personnel will provide to Finance approved Crew Time Reports. Please process CTRs per normal business rules. Provide the personnel with completed and signed OF-288s upon their demobilization from your incident.

#### COOPERATOR EQUIPMENT

**DO NOT** complete or process OF-286s for cooperator equipment. Past issuance of OF-286s has resulted in duplicate payments for the cooperator.

**DO NOT** submit any cooperator documentation directly to an agency payment center.

If you have any questions regarding this information, please contact:

#### COOPERATOR

Truckee Meadows Fire Protection District  
Cindy Vance, TMFPD Chief Fiscal Officer  
[cvance@tmfpd.us](mailto:cvance@tmfpd.us)  
775-326-6070

#### FOREST SERVICE

Humboldt-Toiyabe NF  
Irene Burkholder, Incident Business Specialist  
[imb Burkholder@fs.fed.us](mailto:imb Burkholder@fs.fed.us)  
775-355-5364 (work); 775-421-2211 (cell)

#### BLM

NV State Office  
Brenda DeBerg, State Incident Business Specialist  
[bdeberg@blm.gov](mailto:bdeberg@blm.gov)

775-861-6574 (work); 775-722-7



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2017

Fire Chief CM

Finance CM

Legal CM

Risk Mgt. CM

HR CM

**DATE:** June 5, 2017

**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners

**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)

**SUBJECT:** Approve a Resolution authorizing Truckee Meadows Fire Protection District staff to purchase personal property and equipment necessary to accomplish the purposes of NRS 474.460 through NRS 474.540 and describing a process and limitations for such purchases. (All Commission Districts)

### SUMMARY

This item is to a Resolution authorizing Truckee Meadows Fire Protection District (TMFPD) staff to purchase of personal property and equipment necessary to accomplish the purposes of NRS 474.460 through NRS 474.540 and describing a process and limitations for such purchases.

**Strategic Objective supported by this item:** *Safe, secure and healthy communities*

### PREVIOUS ACTION

On June 21, 2016 The Board of Fire Commissioners approved a Resolution authorizing Truckee Meadows Fire Protection District staff to purchase personal property and equipment necessary to accomplish the purposes of NRS 474.460 through NRS 474.540 and describing a process and limitations for such purchases for FY 16/17.

On May 16, 2017 the Board of Fire Commissioners Approved the FY 17/18 Budget.

### BACKGROUND

This resolution is recommended by Counsel. It authorizes staff with blanket expenditure authority up to \$100,000 for the fiscal year for property and equipment provided such purchases are in compliance with all applicable purchasing laws, regulations, ordinances, internal fiscal and administrative processes and controls, and other similar authorities.

The resolution negates the need for the Board to consider many resolutions for routine expenditures that are regular and customary and fall within the FY 17/18 approved budget.

### FISCAL IMPACT

There is no fiscal impact as the Board of Fire Commissioners approved the FY17/18 Budget on May 16, 2017. This resolution authorizes the purchase of personal property, waterworks, radio systems, fire engines

**AGENDA ITEM #5C**

and equipment and supplies necessary to the proper and efficient conduct of a fire district. Purchases of Personal Property over \$100,000 will still require Board approval.

**RECOMMENDATION**

Staff recommends the Board approve a Resolution authorizing Truckee Meadows Fire Protection District staff to purchase of personal property and equipment necessary to accomplish the purposes of NRS 474.460 through NRS 474.540 and describing a process and limitations for such purchases.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

*"I move to approve a Resolution authorizing Truckee Meadows Fire Protection District staff to purchase of personal property and equipment necessary to accomplish the purposes of NRS 474.460 through NRS 474.540 and describing a process and limitations for such purchases."*

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
RESOLUTION AUTHORIZING TRUCKEE MEADOWS FIRE PROTECTION DISTRICT STAFF TO  
PURCHASE PERSONAL PROPERTY AND EQUIPMENT NECESSARY TO ACCOMPLISH THE  
PURPOSES OF NRS 474.460 THROUGH NRS 474.540 AND DESCRIBING A PROCESS AND  
LIMITATIONS FOR SUCH PURCHASES.**

**WHEREAS**, the Truckee Meadows Fire Protection District is a district created pursuant to NRS 474.460 and imbued with the ability to contract and be contracted with; and,

**WHEREAS**, NRS 474.470 empowers the Board of Fire Commissioners for TMFPD to manage and conduct the affairs of the District including authorizing the acquisition of real and personal property required by the District and to perform all other acts necessary, proper and convenient to accomplish the purposes of NRS 474.460 to NRS 474.540; and,

**WHEREAS**, NRS 474.511 authorizes the Board of Fire Commissioners by resolution to acquire personal property, waterworks, radio systems, fire engines and equipment and supplies necessary to the proper and efficient conduct of a fire district, and,

**WHEREAS**, it is the intent and desire of the Board of Fire Commissioners to authorize TMFPD staff to purchase and acquire such personal property as is necessary to the proper and efficient conduct of a fire district from time to time as determined to be necessary by the TMFPD Chief and supporting staff, as described and limited herein.

**NOW THEREFORE**, be it resolved by the Truckee Meadows Board of Fire Commissioners as follows:

1. The Truckee Meadows Board of Fire Commissioners by this resolution hereby authorizes the purchase of personal property as described in NRS Chapter 474 during Fiscal Year 17/18 as determined by the Fire Chief and supporting staff to be necessary to accomplish the goals and purposes described in NRS Chapter 474, provided such purchases are in compliance with all applicable purchasing laws, regulations, ordinances, internal fiscal and administrative processes and controls, and other similar authorities.
2. Purchases of personal property which exceed \$100,000.00 (one hundred thousand dollars) shall be brought to the Board by District staff for Board approval at a public meeting after placement on an agenda which has been properly noticed pursuant to Nevada's Open Meeting Law, NRS Chapter 241.
3. TMFPD staff is hereby authorized to purchase personal property which does not exceed \$100,000.00 (one hundred thousand dollars) without bringing such purchase to the Board.

**ADOPTED this 20<sup>th</sup> day of June, 2017 by the following vote:**

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Bob Lucy, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2017

Fire Chief             
Finance             
Legal             
Risk Mgt.             
HR           

**DATE:** June 7, 2017  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Accept a cash donation in the amount of \$2,500 from Curtis and Liz Weishahn of Reno Nevada for use at Truckee Meadows Fire Station 36 and to express appreciation for their thoughtful contribution. (Commission Districts 5)

### SUMMARY

Accept a cash donation in the amount of \$2,500 from Curtis and Liz Weishahn of Reno Nevada for use at Truckee Meadows Fire Station 36 and to express appreciation for their thoughtful contribution.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

The Board of Fire Commissioners has accepted donations on several occasions in the past.

### BACKGROUND

Truckee Meadows Fire Protection Station 36 crew, Captain Mark Yamron, Operator Mike Lambert and Firefighter Paramedic Ben Kleinbach responded to a call for assistance to Curtis and Liz Weishahn residence. Per the attached letter the Curtis's wish to offer this donation in appreciation of the crew's quick and professional response.

### FISCAL IMPACT

The \$2,500 Donation will be placed with in the general fund and segregated to use specifically for weight room equipment or other items needed for Station 36.

### RECOMMENDATION

It is recommended that the Board accept a cash donation in the amount of \$2,500 from Curtis and Liz Weishahn of Reno Nevada for use at Truckee Meadows Fire Station 36 and to express appreciation for their thoughtful contribution.

### POSSIBLE MOTION

Should the Board agree with staff recommendation, a possible motion could be:

*"I move to accept a cash donation in the amount of \$2,500 from Curtis and Liz Weishahn of Reno Nevada for use at Truckee Meadows Fire Station 36 and to express appreciation for their thoughtful contribution."*



05-15-17

Nick and Personnel Station 36

On behalf of myself and my wife Liz, as well as our neighbors, we are thankful to donate \$2,500 to be used specifically for station 36.

When we needed your assistance your crew at this station were quick to respond and very professional. The responding personnel were Mark Yameron (sp?) Mike Lambert and Ben Klinebach (sp?).

Hopefully these funds will round out your weight room equipment. However the funds may be directed anywhere the station desires.

Thank You Again

Curtis & Liz Weishahn  
5915 Flowering Sage Court  
Reno NV 89511  
Curtis cell 775-843-4836



## MEMORANDUM

May 9, 2017

To: Board of Fire Commissioners  
Truckee Meadows Fire Protection District

Fm: Charles A. Moore, Fire Chief

Re: **Fire Chief's Report**

This report summarizes fire district operations for the month of April 2017. Other issues to be discussed with possible direction to staff include:

1. Addition of Response Resources/Firefighters to the Daily Staffing Rotation.

The District budgeted for additional on duty firefighters in FY 17/18. Beginning July 1, the District will add three additional staff on a 24 hour rotation. The deployment scheme is still being developed but I will present it at the meeting. The additional staff will be scheduled during July, August and September and may extend into October if fire conditions warrant.

2. Volunteer Program Update.

On-boarding of new volunteers is continuing with background checks and physicals for 37 applicants. Out of the 37 – 6 candidates will participate as reserve firefighters and 31 as traditional volunteers. Two applicants expressed a desire to participate at the support level, with one volunteer having professional fuels management experience. Two others bring professional experience in finance and one with news media experience at Associated Press. The District is starting to roll out interoperability with volunteers such that members do not necessarily report to one station. This was identified in the Volunteer Transition Plan.

3. Update on Sun Valley Clean Up Event.

TMFPD, with Sun Valley GID, Washoe County and KTMB are hosting a Green Waste Clean Up Day on Saturday, June 24<sup>th</sup>; 9 a.m. to 12:00 p.m. at Scolari's – 5430 Sun Valley Boulevard. Dumpster will be provided for Sun Valley homeowners to discard dead vegetation and yard debris. (Please see the attached flyer.)

4. Mutual and Automatic Aid Update.

I will provide an update at the meeting.

## 5. Verdi Fire Protection Services Update.

Commissioner Hartung requested statistics on Verdi responses. I have summarized the last 3 calendar years, including two incident density maps showing responses inclusive and exclusive of California. The Board should note there is a contract for service between TM and Sierra County, California which excludes responses to wildfires. Wildfire response is provided by Cal-Fire.

### **Total Responses by Incident Type 2013 to 2016**

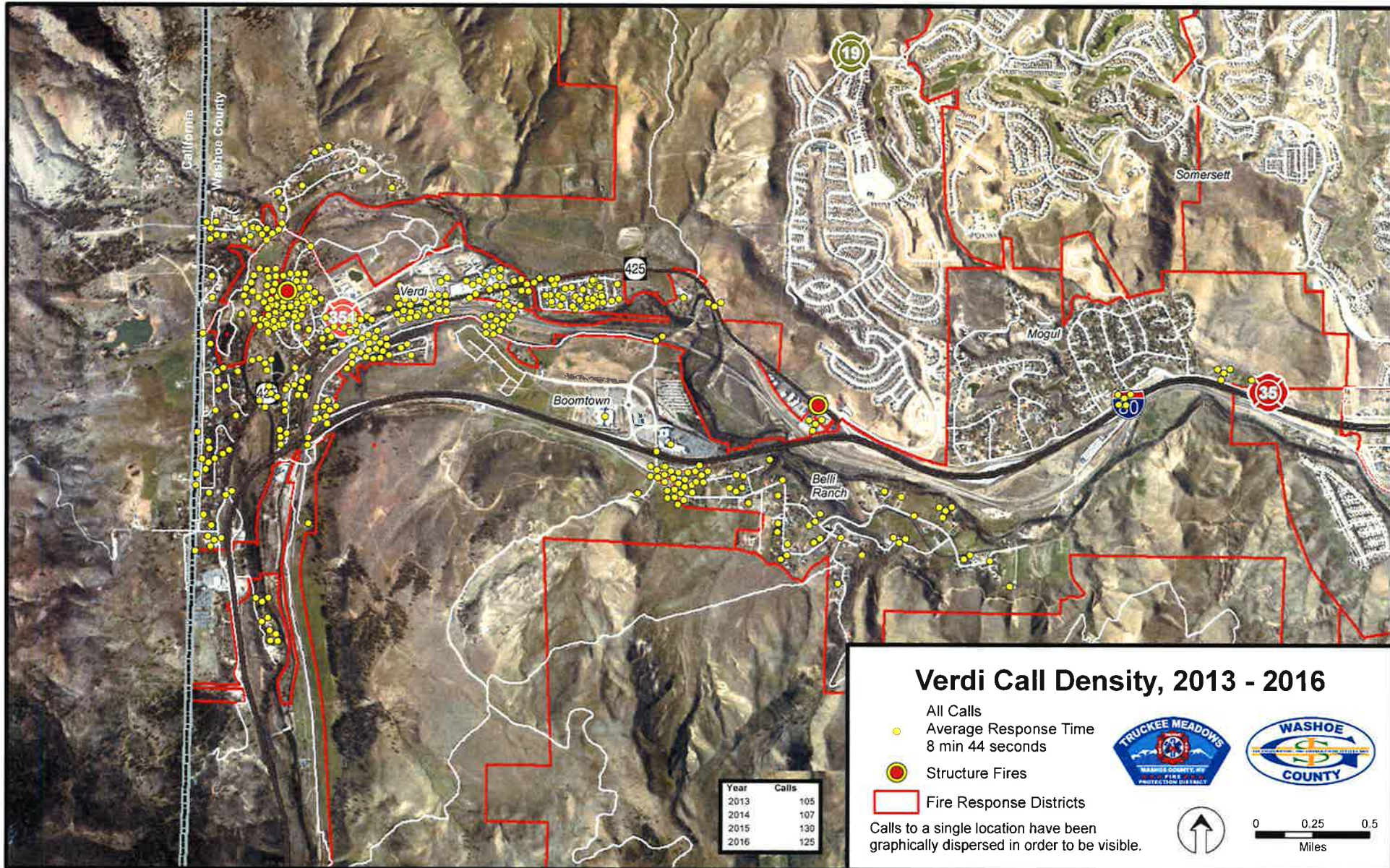
Type	2013	2014	2015	2016	Total	%
EMS	97	92	102	96	387	67%
Good Intent	14	16	14	18	62	11%
False Alarm	10	11	13	9	43	7%
Public Assist	3	14	11	11	39	7%
Fire	6	2	7	9	24	4%
Hazmat	7	2	2	4	15	3%
Weather	0	0	1	1	2	0%
Other	0	2	0	0	2	0%
Total	192	140	151	148	574	100%

### **Total Responses to Fire by Type of Fire 2013 to 2016**

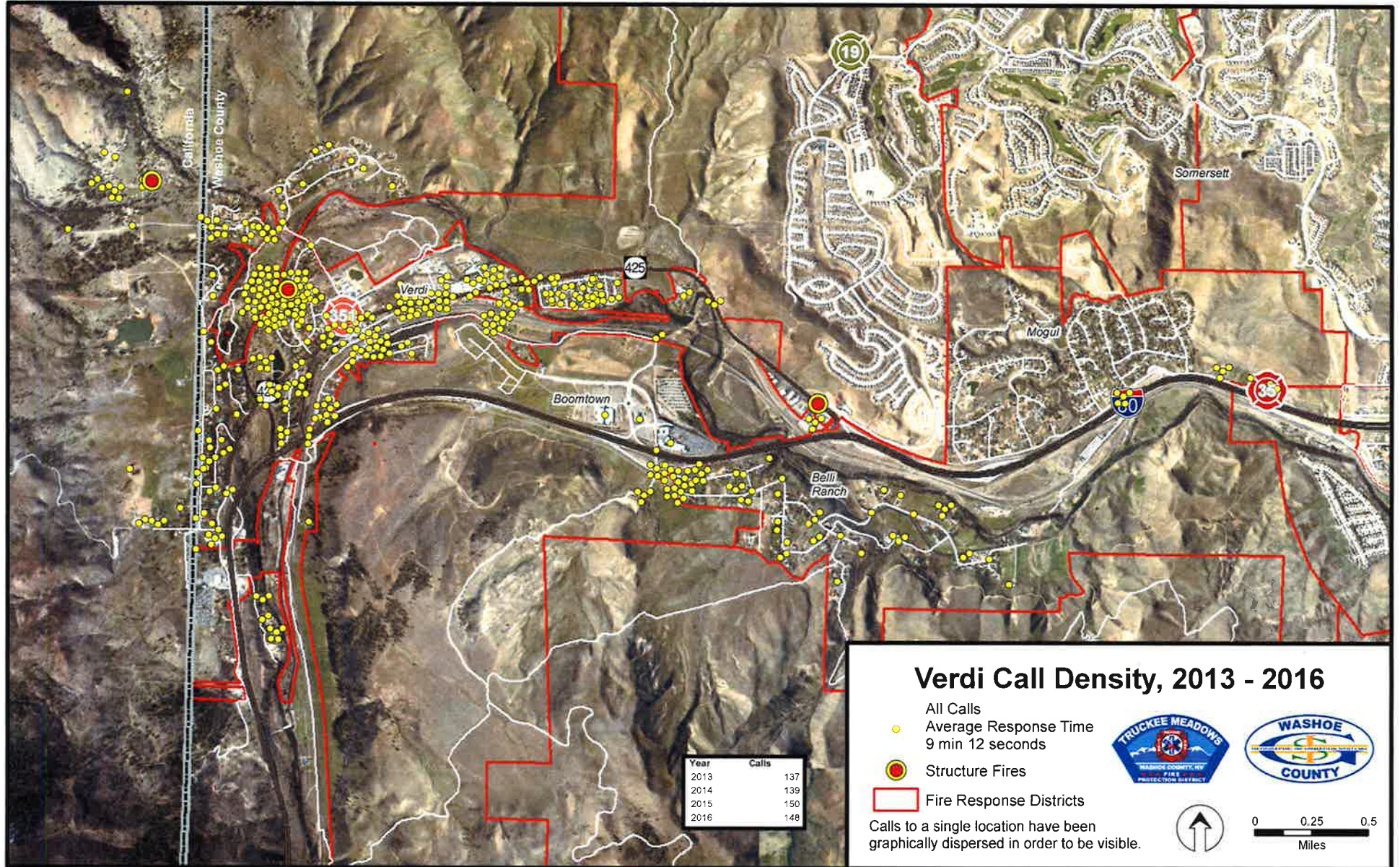
Fires - Type	
Brush, or brush and grass mixture fire	3
Building fire	3
Camper or recreational vehicle (RV) fire	1
Cooking fire, confined to container	2
Dumpster or other outside trash receptacle fire	3
Forest, woods or wildland fire	4
Fuel burner/boiler malfunction, fire confined	1
Natural vegetation fire, other	1
Outside rubbish fire, other	2
Passenger vehicle fire	2
Rail vehicle fire	1
Road freight or transport vehicle fire	1

Call density maps are provided following this memo which includes District areas. I will discuss these maps and other issues related to Verdi at the meeting.













**COMMUNITY  
CLEAN UP**

**Saturday, June 24th  
9:00 a.m. to 12:00 p.m.**

**Location: Scolari's parking lot  
5430 Sun Valley Blvd.**

**Dumpsters will be provided for homeowners to  
discard lawn waste, dead vegetation and yard  
debris.**

***Not Accepted:* e-waste, appliances, tires, paint,  
furniture, batteries, or any hazardous materials.**

***Please bring proof of Sun Valley residency (such as  
Driver's License or Water Bill). First come, first  
serve (once dumpsters are full, event will end).***

**For more information, contact: Truckee Meadows Fire  
Protection District at 775-328-3605 or email [info@TMFPD.us](mailto:info@TMFPD.us).**

**Thank you!**





# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

April 2017

The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

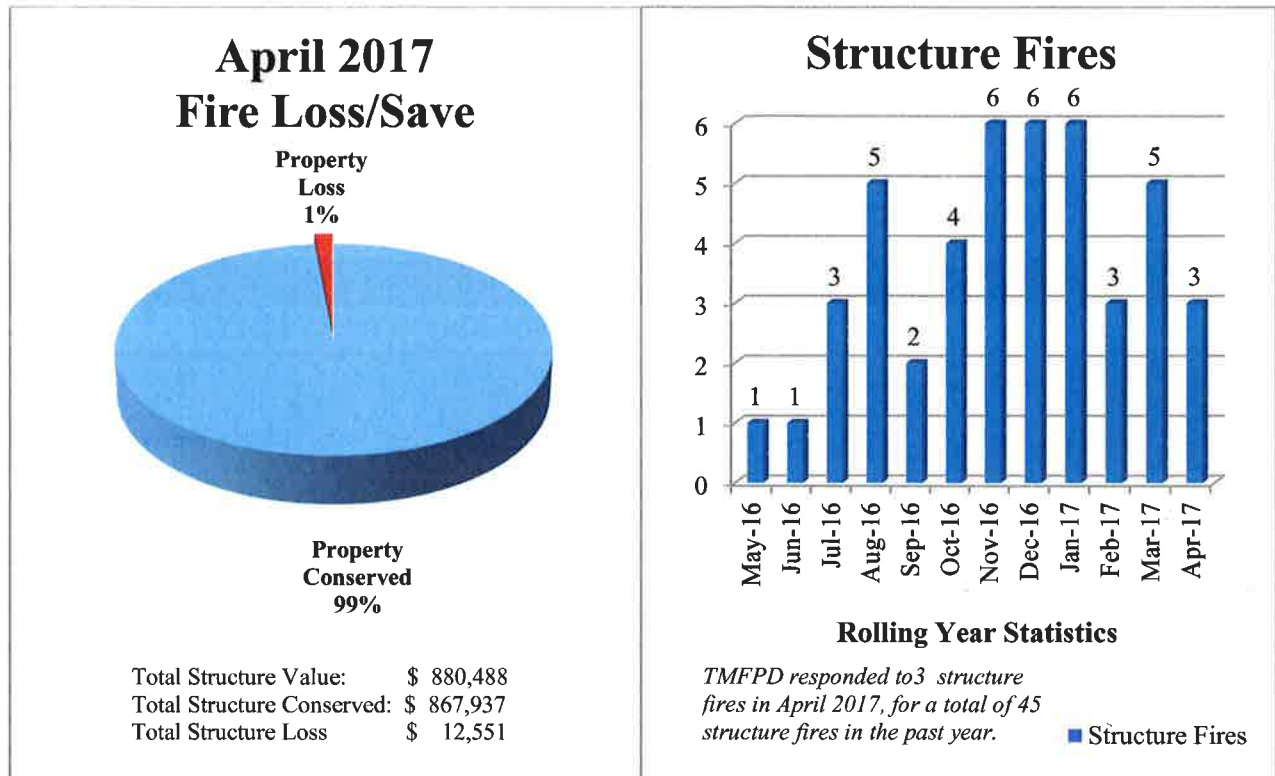
Monthly Call Volume by Station & Type													
STATION/DISTRICT													
INCIDENT TYPE	13- Stead	14- Damonte Ranch	15- Sun Valley	16- E. Washoe Valley	17- Spanish Springs	18- Cold Springs	30- W. Washoe Valley	35- Verdi/Caughlin	36- Arrowcreek	37- Hidden Valley	39- Galena Forest	Other	TOTAL
Structure Fire	1					1				2	1		5
Wildland Fire									1				1
Vehicle/Trash/Other Fire			2	1	1			1					5
Emergency Medical Services	49	50	184	21	92	45	4	21	33	21	5	1	526
Motor Vehicle Accident	8	7	11	1	8	3	4	2		1			45
Rescue				1				2					3
Haz-Mat/Hazardous Condition		2	3	2	4			2		1			14
Public Assist	7	4	14	3	12	1	2		1	1			45
Good Intent Call	12	5	22	3	22	4	4	9	3	25	4	1	114
Activated Fire Alarm	1	6	2	1	4	1	2	4	4	1			26
Severe Weather Related	1	1											2
Other													0
APRIL 2017 TOTAL	79	75	238	33	143	55	16	41	42	52	10	2	786
APRIL 2016 TOTAL	72	57	203	24	123	45	11	26	44	38	24	0	667

*In the month of April 2017, the TMFPD responded to 786 incidents, for a cumulative total of 9,857 incidents in the past twelve months.*

AGENDA ITEM # 8B

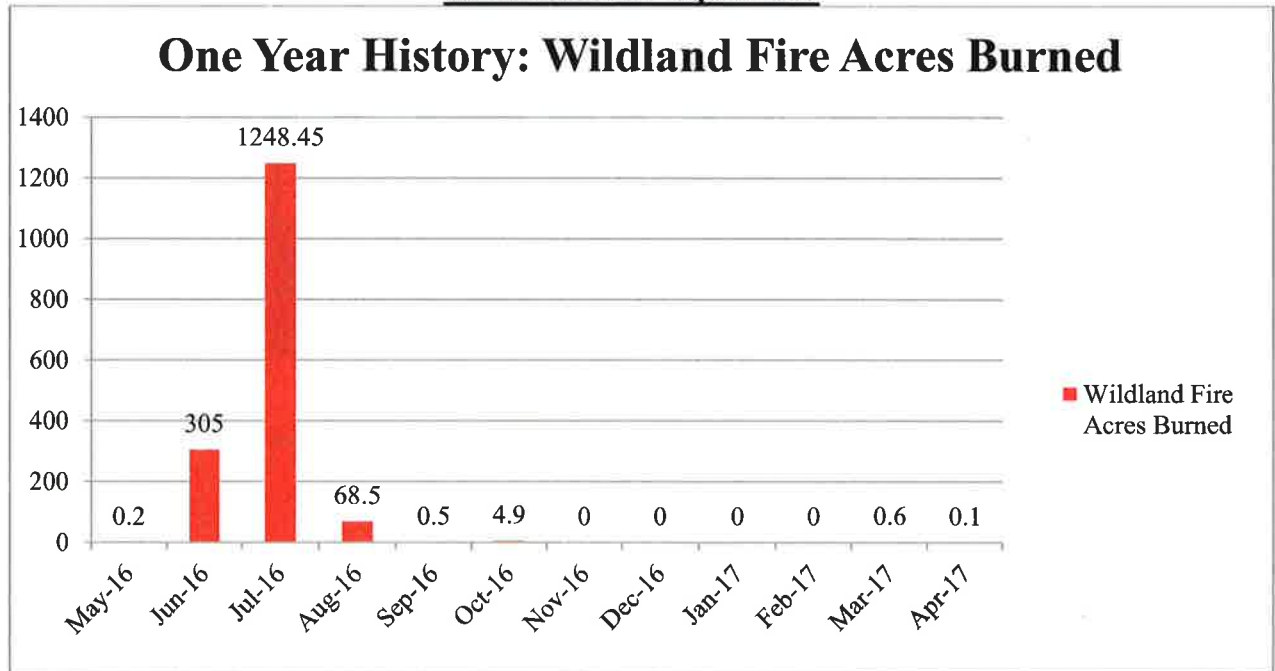


### Fire Loss to Value Comparison – April 2017



*\*Includes incidents only in Truckee Meadows Fire Protection District. Mutual Aid and Automatic Aid calls are excluded from this graph.*

### Wildland Fires - April 2017





In the month of April 2017, .1 acres were burned. As of April 30, 2017, 1628.25 acres burned in the past twelve months.

**Mutual Aid Given and Received - April 2017**

<b>Mutual Aid Given &amp; Received by Department</b>		
<b>DEPARTMENT</b>	<b>AID GIVEN</b>	<b>AID RECEIVED</b>
Bureau of Land Management	0	0
California Department of Forestry	0	0
Carson City FD	0	0
Eastfork FD	0	0
Nevada Division of Forestry	0	0
North Lake Tahoe FPD	0	0
North Lyon County FPD	0	0
Pyramid Lake Fire	1	0
Reno FD	3	1
Reno/Sparks Indian Colony	0	0
Sierra County, CA	0	0
Sparks FD	5	3
Storey County FPD	1	2
Truckee Fire, CA	1	0
US Forest Service	0	0
<b>TOTAL</b>	<b>11</b>	<b>6</b>

The TMFPD received aid 6 times from neighboring agencies and provided aid 11 times based on NFIRS reporting standards. Additional responses to/from the TMFPD may have occurred but did not meet the NFIRS definitions for automatic or mutual aid. Only incidents where representatives from two or more entities are on scene together qualify as aid given or received by an agency. When one entity handles an incident for another jurisdiction without assistance, the incident is not classified as auto/mutual aid according to NFIRS, and neither are responses where one entity cancels its response prior to arriving at the incident.

## **SIGNIFICANT INCIDENTS**

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5/1	Herman/Berkbigler
Station 36 – Arrowcreek	2	Lucey
Station 37 – Hidden Valley	2/4	Lucey/Hartung
Station 39 – Galena Forest	2/1	Lucey/Berkbigler

*Stations are predominantly within the Commissioner's District as listed above.*

### **Incidents:**

#### **Structure Fire – Station 39 (Galena Forest); 212 Waterman Court**

##### **Commissioner District 2**

##### **2 in/2 out Required**

On April 6<sup>th</sup> at 11:12 hours, crews responded to structure fire at 212 Waterman. On arrival, the first in engine reported a fire in the wall as a result of construction being performed on the roof. After the fire was extinguished, salvage and overhaul operations were completed. Two dogs were in the home at the time of the alarm and neither were injured. Once completed, the home was turned back over to the contractors on scene. No injuries were reported on this incident.

4 TM Engines, 1 TM Water Tender and 1TM Battalion Chief responded to this incident.

**MVA with Extrication – Station 17 (Spanish Springs); Pyramid Hwy. and David James Blvd.**

**Commissioner District 4**

**Rescue Required**

**Received aid from Sparks Fire**

On April 14<sup>th</sup> at 14:48 hours, crews were dispatched to a multiple vehicle injury accident on Pyramid Highway at David James. Upon arrival, crews found a 5 car extrication accident with 3 occupants trapped in 2 separate vehicles. The alarm was upgraded and extrication was initiated. All occupants were extricated and transported within 32 minutes into the incident.

1 TM Battalion Chief, 2 TM Engines, 1 TM Safety/Training Captain, and 1 SFD Engine responded to this incident.

**Extrication Accident – Station 14 (Damonte Ranch); I580 SB at the Galena Creek Bridge  
Commissioner District 2**

On April 21<sup>st</sup> at 10:51 hours, crews responded to a high speed rear-end collision on I580 Southbound near the Galena Creek Bridge, involving a semi-truck and a box truck. On arrival, the first unit reported heavy damage with several feet of front end intrusion to the semi-truck, a ruptured saddle fuel tank, and a large amount of debris on the roadway. One occupant was trapped in the semi. Remsa provided patient care while crews completed the extrication operation. Once the patient was extricated he was transported to the hospital. All resources were released by NHP and no injuries were reported by personnel on the scene.

2 TM Engines, 1 TM Battalion Chief, and 1 TM Safety/Training Captain responded to this incident.

**MVA with Extrication – Station 18 (Cold Springs); 1 Surprise Valley Road, 10 miles north of Sand Pass**

**Commissioner District 5**

**Rescue Required**

**Mutual aid from Pyramid Lake VFD, Doyle VFD and Herlong Army Depot**

On April 27<sup>th</sup> at 02:13 hours, crews responded to an MVA w/extrication as result of a stuck vehicle. The victim's vehicle was stuck next to a deep stock pond. While the vehicle was being towed from the pond, the tow chain broke, causing the vehicle to roll onto its top and become submerged in the pond. The driver drowned as a result of the accident. WCSO Hasty Team Dive Team assisted the tow company in removing the vehicle from the water, and once the vehicle was out of the water, the victim was removed.

1 TM Battalion Chief, 1 TM Engine, 1 TM Brush Engine, 1 TM Rescue Unit, 1 Gerlach VFD Rescue Unit, Doyle VFD, Herlong Army Fire, WCSO, REMSA, and Careflight responded to this incident.

**Training:**

- EMS Training – Trauma
- EMS Training – Burn Management
- Annual Wildland Refresher RT-130
- ZOLL Monitor Technician Training
- Infectious Control
- Supervisor Workplace Harassment Training
- State EOC Training
- Auto Extrication Training
- Lateral FF/PM Training
- Monthly Triad Hazmat Training

**Accomplishments:**

- UAV Pilot License Testing
- District Hose Testing
- Hosted EMS Student Ride A-Long Program
- WCSO Annual SCBA Testing
- SCBA & N95 Fit Testing
- Special Event Public Education at Bartley Ranch



# VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

**April 2017**

The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

Monthly Call Volume by Station & Type									
STATION/DISTRICT									
VOLUNTEER RESPONSE: INCIDENT TYPE	221-Silver Lake VFD	223 - Lemmon Valley VFD	225 - Wadsworth (Pyramid Lake VFD)	227, 237, 301 - South Valleys VFD	229 - Palomino Valley Auxiliary	240 - Red Rock VFD	242 - Gerlach VFD	351 - Verdi VFD	TOTAL
Structure Fire									0
Wildland Fire									0
Vehicle/Trash/Other Fire							1		1
Emergency Medical Services		2			2	4			8
Motor Vehicle Accident	1					3	1		5
Rescue									0
HazMat/Hazardous Condition									0
Public Assist		1		1					2
Good Intent Call			1						1
Activated Fire Alarm							1		1
Severe Weather Related		1							1
Lightning Plan									0
Other									0
<b>APRIL 2017 TOTAL</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>19</b>

*In the month of April, 2017 the Truckee Meadows Volunteers responded to () incidents. (Wadsworth Volunteers operate under Pyramid Lake Volunteer Fire Department. Incidents listed for the Wadsworth Volunteer Station 225 are specific to responses in the Truckee Meadows Fire Protection District boundary, and do not include responses into tribal territory.)*

**AGENDA ITEM #8C**

## **SIGNIFICANT INCIDENTS**

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
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Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5/1	Herman/Berkbigler
Station 36 – Arrowcreek	2	Lucey
Station 37 – Hidden Valley	2/4	Lucey/Hartung
Station 39 – Galena Forest	2/1	Lucey/Berkbigler

*Stations are predominantly within the Commissioner's District as listed above.*

### **Incidents:**

**MVA with Extrication – Station 18 (Cold Springs); 1 Surprise Valley Road, 10 miles north of Sand Pass**

**Commissioner District 5**

**Rescue Required**

**Mutual aid from Pyramid Lake VFD, Doyle VFD and Herlong Army Depot**

On April 27<sup>th</sup> at 02:13 hours, crews responded to an MVA w/extrication as result of a stuck vehicle. The victim's vehicle was stuck next to a deep stock pond. While the vehicle was being towed from the pond, the tow chain broke, causing the vehicle to roll onto its top and become submerged in the pond. The driver drowned as a result of the accident. WCSO Hasty Team Dive Team assisted the tow company in removing the vehicle from the water, and once the vehicle was out of the water, the victim was removed.

1 TM Battalion Chief, 1 TM Engine, 1 TM Brush Engine, 1 TM Rescue Unit, 1 Gerlach VFD Rescue Unit, Doyle VFD, Herlong Army Fire, WCSO, REMSA, and Careflight responded to this incident.

## TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Lemmon Valley #223	Infection Control Attendance and Test	10	2	20
	Washoe County Safe Driving	2	1	2
	Respiratory Protection	4	1	4
	Respiratory Protection Policy Review	6	1	6
	Lock-Out/Tag-Out	4	1	4
	EMS Training - Yearly Infection Control/BBP OSHA/CDC Update, SCBA Fit Test, N95 Mask Fit Test	8	3	24
	EMS Training - Performed Trauma and medical assessments. Also reviewed CPR, oxygen, and back boarding skills	1	4	4
	Hazard Communication	1	1	1
	Haz Mat Drill	4	1	4
	NFPA 1500 Confined Space Entry	2	1	2
	Progressive Hose Packs	3	2	6
	CAPCE Back Injury Prevention	1	1	1
	CAPCE Pharmacology Basic	1	1	1
	CAPCE Cardiac Emergencies Basic	1	1	1
	Fire Shelters	4	1	4
	RT-130	4	2	8
<b>Lemmon Valley #223 Total</b>				<b>92</b>
Palomino Valley #229	Fire Shelters	1	1	1
<b>Palomino Valley #229 Total</b>				<b>1</b>
Red Rock #240	Progressive Hose Packs	1	1	1
	Fire Shelters	1	1	1
	RT-130	3	5	15
	RT-130	1	2.5	2.5
	Infection Control Attendance and Test	4	2	8
	CAPCE Back Injury Prevention	2	1	2
	CAPCE Burn Management Basic	1	1	1
	Respiratory Protection	1	1	1
	EMS Training - Yearly Infection Control/BBP OSHA/CDC Update, SCBA Fit Test, N95 Mask Fit Test	2	3	6
<b>Red Rock #240 Total</b>				<b>37.5</b>

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Silver Lake #221	Infection Control Attendance and Test	5	2	10
	CAPCE CNS Injuries Basic	1	1	1
	CAPCE Kinematics of Trauma	3	1	3
	CAPCE Back Injury Prevention	3	1	3
	CAPCE Cardiac Emergencies Basic	1	1	1
	CAPCE Respiratory System A&P Review	1	1	1
	CAPCE Pharmacology Basic	1	1	1
	CAPCE Burn Management Basic	1	1	1
	EMS Training - Yearly Infection Control/BBP OSHA/CDC Update, SCBA Fit Test, N95 Mask Fit Test	2	3	6
	Fire Shelters	1	1	1
	Respiratory Protection Policy Review	1	1	1
	Respiratory Protection Policy Review	2	1	2
	Progressive Hose Packs	1	1	1
	Lock-Out/Tag-Out	1	1	1
	NFPA 1500 Confined Space Entry	1	1	1
	NFPA 1021 Professional Ethics	1	1	1
	Workplace Stress	1	1	1
	CECBEMS Back Injury Prevention	1	1	1
	CECBEMS Diet and Nutrition	1	1	1
	Hearing Conservation	1	1	1
<b>Silver Lake #221 Total</b>				<b>39</b>

South Valleys #227 & #301	Infection Control Attendance and Test	5	2	10
	EMS Training - Yearly Infection Control/BBP OSHA/CDC Update, SCBA Fit Test, N95 Mask Fit Test	9	3	27
	Training Documentation - Annual hose testing and loading	5	4	20
	Respiratory Protection	4	1	4
	Respiratory Protection Policy Review	3	1	3
	Fire Shelters	2	1	2
	CAPCE Back Injury Prevention	1	1	1
	RT-130	2	3.5	7
	RT-130	1	2	2
	Progressive Hose Packs	1	3	3
<b>South Valleys #227 &amp; 301 Total</b>				<b>79</b>



STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Verdi #351	Training Documentation - Hose Testing: Practical hose pulls and reloading hose from B-351 and WT-35, practiced forward lay with B-35.	5	5	25
	Training Documentation - Annual Verdi Easter egg hunt event. Display for community of B-351, E-351 and the new WT-351. Distribution of fire safety materials to kids and defensible space information to adults.	2	2	4
	Training Documentation - Water supply drill: E-351 set up a draft site and supplied WT-35 and WT-351 via 3' hose. Dump tank drill conducted with WT-351. Drafting and pump ops with WT-351. Class B drivers conducted water shuttle from draft site to dump site. Preventative maintenance training on WT-351.	4	5	20
	Training Documentation - Single engine drill: 5' forward lay and crosslay pulls off of E-35, radio communications.	2	1.5	3
	Training Documentation - Wildland drill with WT-351 and B-35. Covered hose packs, weather, size up, safety, shelter deployment, water supply and pumping with WT-351. Equipment clean up and re-packing Station 35.	3	3	9
	Training Documentation - Checks and training with reserve brush truck now housed at Station 351. Driver and pump training with new WT-351. Radio training with new XG-75 Mobile radio in reserve brush truck in preparation for TMFPD transition to P-25 compliant system.	2	4	8
	CAPCE Cardiac Emergencies Basic	1	1	1
	CAPCE Obstetrical Emergencies Basic	1	1	1
	CAPCE Medical, Ethical, and Legal Issues	1	1	1
	CAPCE Kinematics of Trauma	2	1	2
	CAPCE Back Injury Prevention	1	1	1
	CAPCE CNS Injuries Basic	1	1	1
	CAPCE Burn Management Basic	1	1	1
	CAPCE Respiratory System A&P Review	1	1	1
	CAPCE Pharmacology Basic	1	1	1
	CECBEMS CNS Injuries Basic	1	1	1
	CECBEMS Bleeding and Shock Basic	1	1	1
	CECBEMS Diet and Nutrition	1	1	1
	CECBEMS Back Injury Prevention	2	1	2
	CECBEMS Musculoskeletal Injuries Basic	1	1	1
	CECBEMS Aquatic Emergencies	1	2	2
	CECBEMS Respiratory System A&P Review	1	1	1
	CECBEMS Patients with Special Challenges	1	1	1
	Fire Shelters	3	1	3
	Infection Control Attendance and Test	4	2	8

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Verdi #351 (continued)	RT-130	1	2	2
	RT-130	1	2.25	2.25
	RT-130	1	3	3
	Respiratory Protection Policy Review	2	1	2
	Respiratory Protection	1	1	1
	Progressive Hose Packs	3	2	6
	Hazard Communication	1	1	1
	Lock-Out/Tag-Out	2	1	2
	NFPA 1500 Confined Space Entry	1	1	1
	Hand & Power Tool Safety	1	1	1
<b>Verdi #351 Total</b>				<b>121.25</b>



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2017

Fire Chief *CM*  
Finance *CM*  
Legal *CM*  
Risk Mgt. *CM*  
HR *CM*

**DATE:** June 7, 2017  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Discussion and possible direction to staff regarding ownership of volunteer Station 351 in Verdi and possible improvements to Verdi fire protection services. (Requested by Commissioner Berkbigler)

### SUMMARY

Requested by Commissioner Berkbigler, this item is presentation, discussion and possible direction to staff regarding ownership of volunteer Station 351 in Verdi and possible improvements to Verdi fire protection services.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

No previous action.

### BACKGROUND

On August 2, 2016 - a structure fire was reported in Verdi on Lakeview Drive. Crews responded to the incident from Station 35 in Mogul. The response time was 8 minutes and 33 seconds from station alert tone to arrival. The structure was substantially involved in fire on arrival of the first engine. Crews estimate between 30% and 40% involvement. The home and this neighborhood are not protected by fire hydrants.

This incident has led to substantial public comment regarding the status of fire protection in Verdi and current status of the volunteers and the volunteer fire station.

The Verdi Volunteer station and the historic schoolhouse building are owned by Washoe County. Both structures are located on the same parcel. Station 351 is a garage only. It has no running water or sanitation. Both the schoolhouse and the fire station garage are tied to common electrical service and other utilities. I have met with Dave Solaro, Community Services Director and Bud Mosconi, member of the Verdi Historical Society. The Verdi Historical Society would like to acquire the school house. There are two possible solutions:

1. The site could be subdivided into two parcels. This would preclude any improvements to the fire station to add running water and septic for the reason that the parcel would be less than the minimum size to have its own well and septic. This is not desirable from the standpoint of having a viable facility for volunteer use in the future.

2. The site could be abandoned for use as a volunteer station and a new site acquired. A site of approximately 1.5 acres would be necessary. A new site would allow for a more functional future facility.

A site plan of the current site is attached as exhibit "A". A photo of the volunteer fire station is attached as exhibit "B".

I will discuss improvements to fire protection services in Verdi that have been made and those that are contemplated at the meeting.

### **FISCAL IMPACT**

There are no fiscal impacts with this presentation at this time.

### **RECOMMENDATION**

It is recommended that the Board of Fire Commissioners give staff direction in regards to Verdi Volunteer Station 351.

### **POSSIBLE MOTION**

Should the Board decide on direction, a possible motion can start with:

"I move to direct staff to....."



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2017

Fire Chief *CM*

Finance *CM*

Legal *CM*

Risk Mgt. *CM*

HR *CM*

**DATE:** June 7, 2017

**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners

**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)

**SUBJECT:** Discussion and possible approval of a Mutual Aid Agreement between Truckee Meadows Fire Protection District and the Regional Emergency Medical Services Authority. (All Commission Districts)

### SUMMARY

Discussion and possible approval of a Mutual Aid Agreement between Truckee Meadows Fire Protection District (TMFPD) and the Regional Emergency Medical Services Authority (REMSA).

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

On June 21, 2016 the Board of Directors approved a mutual aid agreement between Truckee Meadows Fire Protection District and Regional Emergency Medical Services Authority (REMSA)

On December 9, 2014, The Board of Fire Commissioners authorized the District to license, equip and operate an Advanced Life support ambulance.

### BACKGROUND

The District established a mutual aid partnership with REMSA on June 21, 2016. This new Agreement has added a provision whereby TMFPD may respond its ambulance south of Bellevue Road on initial dispatch without the need for specific authorization from REMSA. This is responsive to the logic of the proximity of the Station 30 Bowers ambulance to the area. Responding the Station 30 ambulance will improve service and response times to the area.

The Agreement also allows TMFPD to staff special events within its District and to add additional ambulances in the TMFPD system – but under the same response criteria and restrictions.

### FISCAL IMPACT

There is no fiscal impact to this item.

### RECOMMENDATION

It is recommended that the Board approve a Mutual Aid Agreement between Truckee Meadows Fire Protection District and the Regional Emergency Medical Services Authority.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation a possible motion would be:

*"I move to approve a Mutual Aid Agreement between Truckee Meadows Fire Protection District and REMSA"*

**MUTUAL AID AGREEMENT**  
(Truckee Meadows Fire Protection District)

This MUTUAL AID AGREEMENT (this "Agreement") is entered into effective as of \_\_\_\_\_, 2017 ("Effective Date") by and between the Regional Emergency Medical Services Authority, a Nevada nonprofit corporation ("REMSA") and the Truckee Meadows Fire Protection District, a fire district formed under NRS Chapter 474 ("TMFPD"). REMSA and TMFPD are hereinafter collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, REMSA holds an exclusive franchise pursuant to NRS 244.187 and 268.081 for emergency and non-emergency ground ambulance transport within designated areas of Washoe County pursuant to the Amended and Restated Franchise Agreement for Ambulance Service dated May 22, 2014 between REMSA and the Washoe County Health District ("Franchise Agreement"); and

**WHEREAS**, pursuant to the Franchise Agreement, REMSA may, in its discretion, enter agreements with other licensed ambulances to provide disaster mutual aid and other mutual aid within the Franchise Service Area as REMSA deems appropriate from time to time; and

**WHEREAS**, TMFPD operates a fire department within its jurisdiction that provides emergency response for fire, EMS, and rescue services; and

**WHEREAS**, TMFPD owns ambulance units (the "TMFPD Ambulances") as of the Effective Date that are available for operation by the TMFPD; and

**WHEREAS**, REMSA and TMFPD desire to enter into an understanding with respect to providing and allowing TMFPD to use the TMFPD Ambulances within REMSA's Franchise Service Area for certain limited disaster aid purposes as set forth in this Agreement; and

**WHEREAS**, development and maintenance of this Agreement is intended to help REMSA better serve the population of Washoe County and the TMFPD to better serve its personnel and residents of Washoe County,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Authorized Limited Use of TMFPD Ambulances.** During the term of this Agreement, REMSA hereby consents to and authorizes the TMFPD to use the TMFPD

Ambulances for ALS level ambulance services<sup>1</sup>, including ground ambulance transport, within REMSA's Franchise Service Area solely for the following limited purposes:

a) In response to a declared emergency occurring within REMSA's Franchise Area as declared by local, state or federal agencies and in coordination with an emergency operations center or established incident command structure.

b) In response to a Mass Casualty Incident occurring within REMSA's Franchise Service Area. Upon request by REMSA or following a declaration of a Mass Casualty Incident as set forth in the Mass Casualty Incident Plan adopted by the District Board of Health, the first Public Service Answering Point to become aware of a Mass Casualty Incident declaration may dispatch a TMFPD ambulance to such mass casualty scene without delay or other request to REMSA. For purposes of this Agreement, a "Mass Casualty Incident" is defined as a single geographically focused emergency event which produces casualties of such a substantial number and severity that special operations and organizations are required at the scene of the emergency as defined in the Mass Casualty Incident Plan adopted by the District Board of Health from time to time.

c) To provide fire rehabilitation services including EMS services on, and ground ambulance transport of, TMFPD firefighters only at or from the scene of a fire, hazmat or search and rescue emergency incident.

d) For such other specific limited purposes, when reasonably necessary and prudent to the extent requested from time to time by REMSA, in REMSA's sole and absolute discretion.

## **Section 2. Operational Terms.**

2.1 When equipped and staffed, TMFPD shall make available the TMFPD Ambulances to respond on ALS calls as directed by REMSA dispatch during situations identified in Section 1 of this Agreement, at the request of REMSA unless TMFPD cannot because no ambulance is available, or because doing so will unreasonably affect TMFPD's ability to respond to incidents within any areas it serves.

2.2 TMFPD shall be required to secure all required approvals of state or local agencies to operate the TMFPD Ambulances and provide ALS level ambulance services in accordance with this Agreement, and REMSA agrees to support such license applications for uses consistent with this Agreement.

2.3 No Party shall be obligated to reimburse any other Party on account of any action taken or aid rendered hereunder, for any use of material or personnel hereunder or, except where caused by the negligent act or omission of the other party, for any damage to equipment incurred

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<sup>1</sup> As used in this Agreement, the term "ALS" shall mean the Advanced Life Support level as defined in NAC 450B under "Advanced Medical Care" and the term "Franchise Service Area" shall have the meaning ascribed to it in the Franchise Agreement.



in the course of rendering use of their equipment or personnel for response to incidents included in this Agreement. Nothing in this clause shall prohibit a Party that provides EMS services from billing the patient(s) that received emergency medical care. TMFPD shall not directly or indirectly charge for calls that are cancelled or for which the patient refuses medical services.

2.4 TMFPD shall comply with the all applicable state federal and local laws and regulations applicable to medical care and patient services provided by TMFPD under this Agreement.

2.5 If REMSA calls upon TMFPD to respond under this Agreement, REMSA shall release TMFPD from emergency duties at the scene as soon as practicable, unless patient care and/or transport of a patient has been initiated by TMFPD as authorized by Section 1.

2.6 During the term of the Franchise Agreement, TMFPD shall notify REMSA and the EMS Advisory Board in writing of their intent to purchase, lease, certify, or put into operation within the REMSA Franchise Service Area any additional ambulance(s).

2.7 TMFPD may not dual respond with an ambulance or use an ambulance as a primary response vehicle to known EMS calls without the consent of REMSA with the exception of the south of Bellevue response area. TMFPD agrees to contact Carson City Fire Department in the event they are unable to respond to the South of Bellevue response area with a transport capable ambulance.

2.8 TMFPD may not transport any patient in any TMFPD Ambulance except as expressly permitted in Section 1 of this agreement.

**Section 3. REMSA Franchise; TMFPD Limitations.** TMFPD acknowledges that REMSA holds exclusive franchise rights under the Franchise Agreement to provide emergency and non-emergency ground ambulance transport with the REMSA Franchise Service Area. As a material inducement to REMSA to consent to the limited rights granted in this Agreement, TMFPD agrees: i) to provide support as a mutual aid resource as directed by REMSA and not impair or interfere with REMSA's rights under the Franchise Agreement, including exclusive rights of patient transport; ii) to not operate, directly or indirectly, or permit the operation or use of, any ambulance owned or operated by the TMFPD in violation of this Agreement or the Franchise Agreement; and iii) to not engage in or provide, directly or indirectly, community paramedicine services (as defined in NRS Chapter 450B) within the REMSA Franchise Service Area.

**Section 4. Contact Designation.** The Parties shall each designate an individual from their organization who will be responsible for periodically reviewing this Agreement and undertaking other planning issues considered essential in maintaining a cooperative mutual aid response system.

**Section 5. Effective Date.** This Agreement shall become effective, upon the approval of REMSA and the TMFPD Board of Fire Commissioners.

## **Section 6. Termination.**

**6.1** This Agreement shall continue in effect until terminated. This Agreement supersedes any previous Mutual Aid Agreement between the parties and this Agreement may be terminated by either Party with or without cause upon thirty (30) days written notice to the other party. Any notice of termination under this Section 6 shall be sent by certified mail to the TMFPD Chief and CEO of REMSA, with copies to the Washoe County Health District EMS Oversight Program.

**6.2** TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. Without limiting the foregoing, if TMFPD does not allocate funds to continue the functions performed by TMFPD under this Agreement, this Agreement shall automatically terminate when appropriated funds are exhausted, without penalty, charge or sanction to TMFPD.

**Section 7. Entire Agreement; Counterparts.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**Section 8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without reference or regard to conflict of laws principles.

**Section 9. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

**Section 10. Hold Harmless.** Each party ("Releasing Party") hereby releases and holds the other party harmless from, and shall be solely responsible for, any claims, liabilities, or actions to the extent arising from or caused by the acts or omissions of the Releasing Party, its employees, agents or representatives in connection with the performance of rights or obligations under this Agreement.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.**

<b>Regional Emergency Medical Services Authority</b>	<b>Truckee Meadows Fire Protection District Board of Fire Commissioners</b>
By: _____	By: _____
Name: Dean Dow	Name: Bob Lucey
Title: Chief Executive Officer	Title: Chair
Dated: _____	Dated: _____



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2016

Fire Chief ☒  
Finance ☒  
Legal ☒  
Risk Mgt. ☒  
HR ☒

**DATE:** June 9, 2016  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Recommendation that the Board of Fire Commissioners approve quarterly requests for reimbursement from the Washoe County, Nevada OPEB Trust Fund to Truckee Meadows Fire Protection District for the cost of retiree health insurance premiums. (All Commission Districts)

### SUMMARY

Recommendation that the Board of Fire Commissioners approve quarterly requests for reimbursement from the Washoe County, Nevada OPEB Trust Fund to Truckee Meadows Fire Protection District (TMFPD or the District) for the cost of retiree health insurance premiums.

**Strategic Objective supported by this item:** *Sustainability of our financial, social and natural resources.*

### PREVIOUS ACTION

May 11, 2010, the Board of County Commissioners approved and authorized the Chairman to execute a Trust Agreement for the Washoe County, Nevada Other Post-Employment Benefits Trust Fund (Trust). The Trust Agreement was restated on February 8, 2011 to include investment options both in the Washoe County investment pool and in the State of Nevada's Retirement Benefits Investment Fund.

July 8, 2010, the Board of Fire Commissioners for Truckee Meadows Fire Protection District passed a resolution approving TMFPD's participation in the Trust.

August 4, 2010, the Board of Fire Commissioners for Sierra Fire Protection District (SFPD) passed a resolution approving SFPD's participation in the Trust.

April 14, 2015, the Board of County Commissioners authorized quarterly reimbursement from the Washoe County, Nevada OPEB Trust to the Washoe County Health Benefits Fund as directed by the Comptroller's office.

March 8, 2016, the Washoe County Board of County Commissioners approved Ordinance No. 1577, directing the consolidation of the Truckee Meadows Fire Protection District and Sierra Fire Protection District into one fire protection district which will be known as the Truckee Meadows Fire Protection District. The ordinance provides for TMFPD to assume all duties, debts, obligations, liabilities, revenues, expenditures and assets of the SFPD. All operations and activities of SFPD will cease on June 30, 2016.

June 21, 2016, the Board of County Commissioners authorized quarterly reimbursement from the Washoe County, Nevada OPEB Trust to the Washoe County Health Benefits Fund as directed by the Comptroller's office.

### **BACKGROUND**

The requirements for requests for reimbursement from the Trust are set forth in Nevada Administrative Code (NAC) 287.792. Specifically, requests must be made by a participating employer's governing body and must include:

- An explanation of how the proposed transfer will be used to fulfill the requirements of the Benefit Plans;
- A copy of the Employer's approved budget reflecting the authorization of retirement benefits;
- Minutes of the meeting of the Employer's governing body during which the transfer was proposed; and
- The signature of the chairperson of the Employer's governing body.

Payments from the Trust may be made only to the extent that the Benefit Plan benefits for which such payment is made are benefits permitted under the NRS. Past practice has been for the District to directly charge all retiree health premiums to the OPEB Trust. This practice does not comply with NAC 287.

Legal counsel for the Trust advised that the Board of County Commissioners (BCC) may grant approval in advance for quarterly reimbursement to TMFPD from the OPEB Trust as directed by the Comptroller's office, with subsequent ratification by the Board of County Commissioners. District staff seeks advance approval from the Board of Fire Commissioners for quarterly requests for reimbursement from the Trust to the District's General Fund.

### **FISCAL IMPACT**

Quarterly reimbursement from the OPEB Trust to TMPPD ensures that the District is reimbursed on a routine and timely basis for the cost of retiree health premiums. These routine payments in turn ensure a steady and reliable cash flow which allows the District to meet its fiscal obligations to the health plan participants. Based on the historical retiree health premiums, the quarterly reimbursements are estimated at approximately \$75,000.

### **RECOMMENDATION**

It is recommended that the Board of Fire Commissioners approve a proposal authorizing staff to request quarterly reimbursement of retiree health benefit costs from the Washoe County, Nevada OPEB Trust Fund to Truckee Meadows Fire Protection District. All such reimbursement requests will be brought before the Board of Fire Commissioners at least annually for their subsequent review and ratification.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation a possible motion would be:

*"I move to approve quarterly requests for reimbursement from the Washoe County, Nevada OPEB Trust Fund to Truckee Meadows Fire Protection District for the cost of retiree health insurance premiums."*



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2017

Fire Chief *DM*  
Finance *DM*  
Legal *DM*  
Risk Mgt. *DM*  
HR *DM*

**DATE:** June 5, 2017  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Cindy Vance, Chief Fiscal Officer  
**THROUGH:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Discussion and possible action to approve the Truckee Meadows Fire Protection District to pay Workers' Compensation Heart and Lung Claims for the 1<sup>st</sup> and 2<sup>nd</sup> quarter of Fiscal Year 16/17 in the amount, not to exceed \$142,623.29 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$325,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's Fiscal Year 16/17 Workers' Compensation Fund Budget in the amount of \$325,000 for the purpose of paying Workers' Compensation Heart and Lung claims to the City of Reno for FY16/17.(All Commission Districts)

### SUMMARY

This staff report seeks Board approval to the Truckee Meadows Fire Protection District to pay Workers' Compensation Heart and Lung Claims for the 1<sup>st</sup> and 2<sup>nd</sup> quarter of Fiscal Year 16/17 in the amount, not to exceed \$142,623.29 per the Reno-TMFPD Interlocal Agreement. In addition, please find attached TMFPD Resolution to Transfer \$325,000 from the District's General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's FY 16/17 Workers' Compensation Fund Budget in the amount of \$325,000 for the purpose of paying Workers' Compensation Heart and Lung claims to the City of Reno for FY16/17.

**Strategic Objective supported by this item:** *Sustainability of our financial, social and natural resources.*

### PREVIOUS ACTION

The Board of Fire Commissioners approved the Reno-TMFPD Interlocal Agreement which sets forth the requirement for the TMFPD to pay a percentage of workers' compensation heart and lung claims based on the number of years the employee was a TMFPD employee.

On March 21, 2017, the Board of Fire commissioners approved the Truckee Meadows Fire Protection District Five Year Buyout of Workers' Compensation Claims for FY 11/12 in the amount of \$1,548,404.50 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$25,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's FY 16/17

Workers' Compensation Fund Budget in the amount of \$25,000 for the purpose of paying the five year buyout of workers' compensation.

### **BACKGROUND**

The Reno-TMFPD Interlocal Agreement sets forth the option for the TMFPD to buyout its workers' compensation liability at the end of a five year period which is a liability still in existence even after the Reno/TMFPD Interlocal Agreement has expired since it pertains to workers' compensation claims made during the period of the Agreement. Per the Agreement, by buying out FY 11/12 claims, the TMFPD will have no further liability for any workers' compensation claims for that year except for heart and lung claims.

After the TMFPD FY 16/17 budgets were finalized and approved by the Board of Fire Commissioners, it became known that the five year buyout of workers' compensation claims for FY 11/12 and the FY16/17 Heart and Lung claims exceeded the estimated amount. The current budget authority allows for \$995,000 of claims to be paid during FY 16/17. The budget was augmented by \$25,000 in March 2017 to pay FY11/12 five year buyout of workers' compensation claims to the City of Reno. The remaining budget authority for claims expense is \$7,299.24 in the Workers' Compensation Fund.

TMFPD received an invoice from the City of Reno for the 1<sup>st</sup> and 2<sup>nd</sup> quarter of FY16/17 in the amount of \$142,623.29. TMFPD is working with the City of Reno to obtain additional information before payment is approved and processed. Based on this initial invoice, the total cost of heart and lung claims is estimated to exceed \$300,000. There is no current budget authority to pay the initial invoice or estimated future invoices, therefore, this agenda item appropriates \$325,000 from the TMFPD General Fund Contingency and augments the Workers' Compensation Fund in the amount of \$325,000 in order to pay these higher than estimated claims.

### **FISCAL IMPACT**

The augmentation decreases the FY 16/17 TMFPD General Fund Consolidated Contingency from \$325,000 to \$0 and increases the Workers' Compensation budget of \$1,025,000 to \$1,350,000 in order to pay an amount not to exceed \$142,623.29 for the 1<sup>st</sup> and 2<sup>nd</sup> quarter of FY16/17 heart and lung claim and future additional billings for the 3<sup>rd</sup> and 4<sup>th</sup> quarter of FY16/17.

### **RECOMMENDATION**

Staff recommends the approval of the Truckee Meadows Fire Protection District to pay Workers' Compensation Heart and Lung Claims for the 1<sup>st</sup> and 2<sup>nd</sup> quarter of Fiscal Year 16/17 in the amount not to exceed \$142,623.29 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$325,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's Fiscal Year 16/17 Workers' Compensation Fund Budget in the amount of \$325,000 for the purpose of paying Workers' Compensation Heart and Lung claims to the City of Reno for FY16/17.

### **POSSIBLE MOTION**

Should the Board agree with staffs' recommendation, a possible motion could be:



*"I move to* approve the Truckee Meadows Fire Protection District to pay Workers' Compensation Heart and Lung Claims for the 1<sup>st</sup> and 2<sup>nd</sup> quarter of Fiscal Year 16/17 in the amount not to exceed \$142,623.29 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$325,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's FY 16/17 Workers' Compensation Fund Budget in the amount of \$325,000 for the purpose of paying Workers' Compensation Heart and Lung claims to the City of Reno for FY16/17.

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
RESOLUTION TO TRANSFER \$325,000 FROM THE DISTRICT'S GENERAL FUND  
CONTINGENCY ACCOUNT TO THE WORKERS' COMPENSATION FUND AND TO USE  
THAT TRANSFER TO AUGMENT THE DISTRICT'S FY 16/17 WORKERS' COMPENSATION FUND  
BUDGET IN THE AMOUNT OF \$325,000 FOR THE PURPOSE OF PAYING WORKERS'  
COMPENSATION CLAIMS FOR HEART AND LUNG**

**WHEREAS**, the Board of Fire Commissioners have approved the District's FY 16/17 Consolidated Budget which includes a General Fund Contingency Account of \$350,000; and

**WHEREAS**, there are outstanding workers' compensation claims for the Truckee Meadows Fire District for Heart and Lung claims through the City of Reno which the District is liable to pay, however, the District does not have budget authority to pay in FY 16/17; and

**WHEREAS**, the District desires to have resources set aside to insure the District is able to pay all its outstanding liabilities; and

**WHEREAS**, by utilizing the portion of the Consolidated Budget Contingency would not be unduly burdening the TMFPD for workers' compensation heart and lung claims incurred and owed in accordance with the Reno-TMFPD Interlocal Agreement and

**WHEREAS**, resources from the FY 16/17 Contingency are available to the Workers' Compensation Fund in accordance with NRS 354 and which appropriations are required to be augmented as follows:

Workers' Compensation Fund:	Transfers In	<u>\$325,000</u>	Total Augmentation	<u>\$325,000</u>
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**WHEREAS**, there is a need to apply these proceeds in the previously mentioned fund.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Truckee Meadows Fire Protection District shall augment its FY 16/17 budget by appropriating \$325,000 from the General Fund Contingency Account for use in the above-mentioned fund for the purpose of paying workers compensation claims, thereby increasing its appropriations by \$325,000, and further that the District shall forward the necessary documents to the Department of Taxation, State of Nevada.

Upon motion by Fire Board Commissioner, \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing Resolution was passed and adopted this 20th day of June, 2017, by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
BOARD OF FIRE COMMISSIONERS**

\_\_\_\_\_  
Robert Lucey, Chair

ATTEST:

\_\_\_\_\_  
CLERK

# INVOICE

Accounts Receivable  
Billing inquiries: 1-775-334-1228

Remit to: City of Reno, Nevada  
Attn: Central Cashiering  
P.O. Box 1900  
Reno, NV 89505

**CITY OF RENO, NEVADA**  
P.O. BOX 1900  
RENO, NEVADA  
89505

Customer #: 14898  
Truckee Meadows Fire Protection District  
Washoe County Manager's Office  
PO Box 11130  
Reno, NV 89520

Invoice #: 2017-00150241  
Billing Date: 03/24/2017  
Due Date: 04/23/2017

Please remit this portion with your payment →	<b>\$142,623.29</b>
--	---------------------

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

PLEASE RETAIN BOTTOM PORTION FOR YOUR RECORDS

Truckee Meadows Fire Protection District  
Washoe County Manager's Office  
PO Box 11130  
Reno, NV 89520

If there are any questions, please call Accounts receivable at 775-334-1228. City of Reno's Federal Tax ID is 88-6000201. PLEASE NOTE -YOUR PAYMENT IS DUE UPON RECEIPT
--

Description		Qty	Unit Price	Total Price
<b>Workers' Comp</b>				
	FY16/17 - 1st Quarter Heart/Lung Claims	1	\$115,122.5800	\$115,122.58
	FY16/17 - 2nd Quarter Heart/Lung Claims	1	\$27,500.7100	\$27,500.71

<b>Total Invoice</b>
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<b>\$142,623.29</b>
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CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #	CHARGES
14898	03/24/2017	04/23/2017	2017-00150241	\$142,623.29
Balance →				<b>\$142,623.29</b>

**PAYMENT IN FULL IS DUE AND PAYABLE ON RECEIPT OF THIS INVOICE.**

ANY BALANCE DUE BEYOND THAT LENGTH OF TIME WILL BE CONSIDERED DELINQUENT, AND INTEREST WILL BE CHARGED AT THE RATE OF 1% PER MONTH ON THE UNPAID BALANCE. RETURN TOP PORTION OF THIS INVOICE WITH YOUR REMITTANCE TO INSURE PROPER CREDIT.



## TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

### STAFF REPORT

Board Meeting Date: June 20, 20167

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** June 2, 2017

**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners

**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)

**SUBJECT:** Discussion and approval of the Property and Liability and Workers' Compensation Insurance Policy for the Truckee Meadows Fire Protection District with the Travelers Insurance to include Data and Security liability through AIG, Pollution Liability through Great American, and Excess Earthquake coverage through Houston Casualty for one year beginning July 1, 2017 for a total annual premium of \$1,167,884. (All Commission Districts)

### SUMMARY

Discussion and approval of the Property and Liability and Workers' Compensation Insurance Policy for the Truckee Meadows Fire Protection District with the Travelers Insurance to include Data and Security liability through AIG, Pollution Liability through Great American, and Excess Earthquake coverage through Houston Casualty, for one year beginning July 1, 2017 for a total annual premium of \$1,167,884.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

In July 2003, the Board approved the membership of the District in the Nevada Public Agency Insurance Pool (POOL) and Public Agency Compensation Trust (PACT) and the Chairman signed an Interlocal Cooperation Agreement. At the same time, the Board authorized the Risk Manager to place the District's insurance program with the POOL/PACT. The program has been renewed each year.

### BACKGROUND

The insurance program for the District was placed with the POOL/PACT in July 2003. The POOL/PACT has provided a long-term, insurance program for the District. It has offered to renew the current program for a premium of \$1,211,484.

With five years as an independent District, Truckee Meadows Fire Protection District has gone out to bid for Property and Liability and Workers' Compensation insurance to maintain a fiscally responsible District. After comparing current coverage renewal quotes and coverage quoted by Travelers insurance, staff has identified comparable coverage at a cost savings through Travelers Insurance.

### **FISCAL IMPACT**

The cost for the one-year insurance policy is \$1,167,884 and sufficient funding is allocated in the FY17-18 Budget.

### **RECOMMENDATION**

It is recommended that the Board of Fire Commissioners approve a Property and Liability and Workers' Compensation Insurance Policy for the Truckee Meadows Fire Protection District with the Travelers Insurance to include Data and Security liability through AIG, Pollution Liability through Great American, and Excess Earthquake coverage through Houston Casualty for one year beginning July 1, 2017 for a total annual premium of \$1,167,884.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation a possible motion would be:

*"I move to approve a Property and Liability and Workers' Compensation Insurance Policy for the Truckee Meadows Fire Protection District with the Travelers Insurance to include Data and Security liability through AIG, Pollution Liability through Great American, and Excess Earthquake coverage through Houston Casualty for one year beginning July 1, 2017 for a total annual premium of \$1,167,884."*



## SUPPLEMENTARY COMMERCIAL AUTOMOBILE APPLICATION NEVADA

(To be completed and signed by Named Insured)

NAME: TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

ADDRESS: 1001 E. NINTH STREET, RENO, NV 892520

### UNINSURED MOTORISTS COVERAGE

Uninsured Motorists Coverage provides protection against damages for bodily injury which the insured is legally entitled to recover from the owner or driver of a motor vehicle for which there is no bodily injury liability bond or policy providing at least the minimum financial responsibility required by applicable law, for which the insurer denies coverage or is or becomes insolvent, or that is a hit and run vehicle. Uninsured Motorists Coverage includes Underinsured Motorists Coverage, which provides protection where the amount paid under a motor vehicle's applicable liability limits is not enough to pay the full amount of the insured's damages. Refer to your policy for the prevailing coverage provisions.

In accordance with the laws of Nevada, your automobile liability or motor vehicle liability policy shall automatically include Uninsured Motorists Coverage at limits equal to the Bodily Injury Liability policy limits, unless you reject the coverage or select lower limits, but not less than the Minimum Financial Responsibility Limits as indicated below. *If this is a **renewal** policy*, the coverage rejection or limits of your expiring policy will apply for the renewal policy unless you make a different selection below.

Please make a selection below if you wish to reject the coverage, select lower limits, or you desire a different selection for your renewal policy:

- ☐ I wish to reject Uninsured Motorists Coverage.
- ☐ I wish to select Financial Responsibility Limits of \$15,000 each person/\$30,000 each accident; or \$30,000 each accident Combined Single Limit (CSL). The Uninsured Motorists Coverage limits will be either split (each person/each accident) or a combined single limit (CSL), consistent with Bodily Injury Liability limits on your policy.
- ☐ I wish to select limits equal to the Bodily Injury Liability policy limits.
- ☐ I wish to select limits lower than the Bodily Injury Liability policy limits, but greater than the Minimum Financial Responsibility Limits. (Specify limits)
- |  |  |
|--|--|
| <input type="checkbox"/> \$ 50,000 each accident (CSL).  | <input type="checkbox"/> \$ 500,000 each accident(CSL).    |
| <input type="checkbox"/> \$ 100,000 each accident (CSL). | <input type="checkbox"/> \$ 750,000 each accident (CSL).   |
| <input type="checkbox"/> \$ 250,000 each accident (CSL). | <input type="checkbox"/> \$ 1,000,000 each accident (CSL). |
| <input type="checkbox"/> \$ 300,000 each accident (CSL). | <input type="checkbox"/> \$ _____                          |
| <input type="checkbox"/> \$ 350,000 each accident (CSL). |  |

I understand that the coverage selection or rejection indicated above shall apply to the policy or policies in effect at the time this form is executed and all future renewal policies until I notify the Company IN WRITING of any changes.

My signature below, and/or payment of any premium, evidences my actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits I have selected.

SIGNATURE OF NAMED INSURED

DATE



**SUPPLEMENTARY COMMERCIAL AUTOMOBILE APPLICATION**  
**NEVADA**

*(To be completed and signed by Named Insured)*

NAME: TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

ADDRESS: 1001 E. NINTH STREET, RENO, NV 89520

**AUTO MEDICAL PAYMENTS COVERAGE**

Medical Payments coverage provides protection for reasonable and necessary medical expenses and funeral services resulting from accidental bodily injury while occupying an insured vehicle or being struck as a pedestrian by a motor vehicle or trailer.

In accordance with the laws of Nevada, you must be offered the option to purchase Medical Payments coverage in an amount of at least \$1,000. Medical Payments coverage may be obtained by making a selection below. *If this is a **renewal** policy*, any Medical Payments coverage limits in your expiring policy will apply to the renewal policy unless you make a different selection below.

Medical Payments coverage is selected at the following limit: \$5,000

I understand that the coverage selection indicated above shall apply on the policy or policies in effect at the time this form is executed and all future renewal policies until I notify the Company **IN WRITING** of any changes.

My signature below, and/or payment of any premium, evidences my actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits I have selected.

SIGNATURE OF NAMED INSURED

DATE



Environmental

## Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended, you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined therein. Generally, the term "act of terrorism" means any act that is certified by the U.S. Secretary of Treasury, in concurrence with the U.S. Secretary of Homeland Security and the U.S. Attorney General, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Where coverage is afforded for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Your policy may contain other exclusions which might affect your coverage.

### A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the in the policy Declarations.

### B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share percentage is dependent upon the calendar year as indicated in the following table:

Year	Federal Share	Year	Federal Share	Year	Federal Share
2015	85%	2017	83%	2019	81%
2016	84%	2018	82%	2020	80%

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the company has met its insurer deductible under the Terrorism Risk Insurance Act, the Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### Acceptance or Rejection of Terrorism Insurance Coverage

- ☐ I hereby elect to purchase terrorism coverage for the prospective premium as indicated on the insurance proposal.
- ☐ I hereby decline to purchase terrorism coverage for CERTIFIED ACT(s) OF TERRORISM. I understand that I will have no coverage for losses resulting from CERTIFIED ACT(s) OF TERRORISM.

Applicant's/Responsible Person's Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

#### Main Office

397 Eagleview Blvd., Suite 100  
Exton, PA 19341

#### New York

111 Broadway, Suite 809  
New York, NY 10006

#### San Francisco

100 Pine Street, Suite 2250  
San Francisco, CA 94111



**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**  
**(RIGHT TO PURCHASE COVERAGE)**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input checked="" type="checkbox"/>	I hereby elect to purchase terrorism coverage for the prospective premium as set forth in the quote letter.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant’s Signature

\_\_\_\_\_  
Policyholder/Applicant’s Printed Name

\_\_\_\_\_  
Date

Insured Name: TRUCKEE MEADOWS FIRE PROTECTION DISTRICT Policy Form: SPECIALTY RISK PROTECTOR Tab: 1649897, Submission: 105572914 Policy Period of 12 Months
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# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT Board Meeting Date: June 20, 2017

Fire Chief CM  
Finance CM  
Legal CM  
Risk Mgt. CM  
HR CM

**DATE:** June 2, 2017  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Dena Wiggins, Human Resources Administrator  
Phone: (775) 326-6007 Email: [dwiggins@tmfpd.us](mailto:dwiggins@tmfpd.us)  
**THROUGH:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, and objectives. (All Commission Districts)

### SUMMARY

This item is the annual performance evaluation for the Truckee Meadows Fire Protection District Fire (TMFPD) Chief including (but not limited to) discussion regarding results, goals, objectives. The annual performance evaluation is a requirement as stated in the Employment Agreement.

**Strategic Objective supported by this item:** *Safe, secure and healthy communities*

### PREVIOUS ACTION

Charles A. Moore was appointed as Fire Chief of Truckee Meadows Fire Protection District by the Board of Fire Commissioners pursuant to NRS 474.470 and 474.500, inclusive, at its regular meeting on February 28, 2012 and entered into an employment agreement dated March 15, 2012, with the first day of employment commencing on April 2, 2012.

October 28, 2014, the Board of Fire Commissioners approved Amendment No. 1 to the Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore.

January 17, 2017, The Board of Fire Commissioners approved Amendment No. 2 to the existing employment contract to reflect a new annual salary, at a base rate of \$178,500, effective retroactively to April 2, 2016 for Truckee Meadows Fire Protection District Chief, Charles A. Moore.

March 21, 2017, the Board approved a list of evaluators for a 360 evaluation of the Fire Chief and directed that the evaluation be distributed.

### BACKGROUND

This item is the annual performance evaluation of the Truckee Meadows Fire Protection District

Fire Chief Charles Moore for the period of April, 2016 through April, 2017. A 360 evaluation was prepared by the TMFPD Human Resources Administrator and distributed to the list evaluators

The Fire Chief's Employment Agreement section 7 addressing evaluations for the Fire Chief are copied here for the Board's reference.

#### **"7. EVALUATIONS**

A. The TMFPD Board of Fire Commissioners, with Employee's input, agrees to adopt priorities and expectations for Employee and the Board agrees to do so each year thereafter so long as this Agreement is in effect. The Board's adoption of priorities and expectations for Employee shall coincide with Employee's evaluation as provided in Paragraph B below. The priorities and expectations may be added to or deleted as the TMFPD Board may from time to time determine, in consultation with Employee.

B. Each year prior to or as near as possible to the anniversary date of this Agreement, the TMFPD Board of Fire Commissioners will review and evaluate Employee's performance in accordance with the provisions of the Open Meeting Law. Employee shall contact the Chair of the Board at least 30 days in advance of his anniversary date to schedule the evaluation. The evaluation shall be based upon priorities and expectations as developed as provided in Paragraph A above. The evaluation process will be jointly developed and mutually agreed upon by Employer and Employee."

The evaluation is attached to this staff report.

The Fire Chief's input on priorities for the following year are:

- A. Complete a revised Standards of Cover Plan. The plan will identify current service levels and a plan for future improvements related to growth.
- B. Complete Station 14 development and sale of existing property.
- C. Identify options and a development plan for Station 37 Hidden Valley
- D. Continue development of volunteer census and skills.
- E. Complete a facilities master plan that identifies plans for relocation and/or development of stations to meet the demands of future growth.
- F. Continue plans for succession and applicant pools for new positions
- G. Complete acquisition of new rolling stock to meet short term service needs.
- H. Total policy revisions and development of best practice manual.
- I. Increase critical training in key areas for both operational and supervisory skills.

#### **FISCAL IMPACT**

There is no fiscal impact to this item.

**RECOMMENDATION**

It is recommended for possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, objectives.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation a possible motion could be:

*"I move to approve the annual performance evaluation for the Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, objectives"*

**360 Degree Performance Survey Results**

**for**

**Charles A. Moore, Fire Chief  
Truckee Meadows Fire Protection District**

**June 20, 017**

## 2017 Annual Feedback Survey- TMFPD Fire Chief Charles Moore

How long have you worked with this employee?

Answer Options	Response Percent	Response Count
Less than 1 year	11.1%	2
1-2 years	16.7%	3
2-3 years	72.2%	13
	<i>answered question</i>	18
	<i>skipped question</i>	0

What is your relationship to this employee?

Answer Options	Response Percent	Response Count
Supervisor	0.0%	0
Employee	35.3%	6
Volunteer	11.8%	2
Peer	41.2%	7
Customer	11.8%	2
Other (please specify)		1
	<i>answered question</i>	17
	<i>skipped question</i>	1

LEADERSHIP: Select the appropriate rating for each skill.

Answer Options	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Response Count
Innovation	9	8	0	0	17
Effective verbal communication	13	4	0	0	17
Ability to develop creative solutions	13	4	0	0	17
Commitment to community service	16	1	0	0	17
Demonstrates organizational commitment	14	3	0	0	17
Demonstrates the drive and energy to achieve	13	4	0	0	17
Fosters a climate of cooperation	15	2	0	0	17
Ability to motivate employees	11	5	0	1	17
Ability to motivate volunteers	6	10	1	0	17
Accessibility to employees, volunteers	12	1	1	2	16
Addresses difficult issues	13	3	0	0	16
Ability to make difficult decisions regarding employees	11	2	1	3	17
Dedication to providing the highest quality customer	15	1	0	0	16
Comments: Provide details of Success and/or Needs Improvement in this category.					8
				<i>answered question</i>	17
				<i>skipped question</i>	1

PROBLEM-SOLVING & DECISION-MAKING : Select the appropriate rating for each skill

Answer Options	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Response Count
Identifies issues	10	7	0	0	17
Communicates issues	9	8	0	0	17
Ability to develop creative solutions and problem solving	13	4	0	0	17
Engages others in finding solutions	14	3	0	0	17
Reviews decisions and revises plans if necessary	12	5	0	0	17
Explains rationale behind decisions	10	6	0	0	16
Ability to make unpopular decisions and communicate	10	6	1	0	17
Comfortable with change/uncertainty, shows flexibility,	13	4	0	0	17
Comments: Provide details of Success and/or Needs Improvement in this category.					7
				<i>answered question</i>	17
				<i>skipped question</i>	1

## 2017 Annual Feedback Survey- TMFPD Fire Chief Charles Moore

**COMMUNITY RELATIONS: Select the appropriate rating for each skill.**

Answer Options	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Response Count
Represents the Fire District in a positive manner	16	1	0	0	17
Provides information and education on issues	14	3	0	0	17
Works closely with the community to address issues	14	2	0	0	16
Is an advocate for the Fire District	16	1	0	0	17
Seeks community input	11	3	1	1	16
Is accessible to community members to address issues	14	2	0	0	16
Seeks to improve/enhance service delivery to community	14	2	0	0	16
Provides forums for community to inform/engage	12	3	0	0	15
Meets community expectations for fire and fire based	14	2	1	0	17
Provides community outreach and fire prevention	8	7	0	1	16
Comments: Provide details of Success and/or Needs Improvement in this category.					10
				<i>answered question</i>	17
				<i>skipped question</i>	1

**BOARD RELATIONS: Select the appropriate rating for each skill.**

Answer Options	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Response Count
Provides information and education on issues	11	4	0	2	17
Develops balanced assessment of policy options	11	2	0	4	17
Demonstrates dedication to the Fire District	15	1	0	1	17
Is an advocate for the Fire District	15	1	0	1	17
Seeks Board direction regarding issues and challenges	11	4	0	2	17
Demonstrates fiscal responsibility	11	4	0	1	16
Effectively communicates with individual board members	13	2	0	2	17
Demonstrates understanding between policy versus	12	2	0	3	17
Is accessible to Board Members	11	2	0	4	17
Comments: Provide details of Success and/or Needs Improvement in this category.					5
				<i>answered question</i>	17
				<i>skipped question</i>	1

**PROFESSIONAL KNOWLEDGE: Select the appropriate rating for each skill.**

Answer Options	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Response Count
Has current knowledge of national trends and advances	10	6	0	1	17
Comments: Provide details of Success and/or Needs Improvement in this category.					3
Demonstrates thorough knowledge of current fire and	10	6	0	0	16
Comments: Provide details of Success and/or Needs Improvement in this category.					1
Demonstrates commitment to enhance professional	11	5	0	1	17
Comments: Provide details of Success and/or Needs Improvement in this category.					2
				<i>answered question</i>	17
				<i>skipped question</i>	1

## 2017 Annual Feedback Survey- TMFPD Fire Chief Charles Moore

VISION & PLANNING: Please provide your comments regarding this

Answer Options	Response Count	
	11	
<i>answered question</i>		11
<i>skipped question</i>		7

Please recommend key areas for development during the next rating

Answer Options	Response Count	
	6	
<i>answered question</i>		6
<i>skipped question</i>		12



## **COMMENTS ON VISION AND PLANNING**

"Supportive to the employees' efforts to meet the District's Mission and Vision Statements and as an organization how we can embrace the Values as defined in our Strategic Plan."

"Chief Moore provides excellent vision and strategic planning for the district."

"The District has compiled a robust strategic plan and has continued to work on identified issues while regularly updating the plan."

"Able to lead as a visionary."

"Chief Moore is very engaged in Strategic planning for the future of the Fire District."

"I could not think more highly of Chief Moore or his ability to lead our community's fire efforts."

"I see the Chief as a very qualified leader "

"Chief is focused on having a succession plan in place to keep the organization strong. He likes to share knowledge and empower his staff. The region is much better off with his leadership. Happy to see the changes he's made and look forward to where he is taking the district."

"Excellent vision for the District; Excellent planning for future stations, personnel and equipment."

## **RECOMMENDED KEY AREAS FOR DEVELOPMENT**

"Continue improvement to the District's internal and external communications including the branding of TMFPD to the community."

"Just keep up the great work. Charlie has built an outstanding agency in a very short time. Thank you"

"Continue to focus on employee development, leadership training, and succession planning. The Board needs to task the Chief with developing alternatives to secure the District from annexations and other external threats that will continue to plague operations and create regional inefficiencies."

"With the Deputy position vacant for eight months the Chief has taken on a lot of responsibility. Some of that added work load could of been delegated out to help him reduce his overly full work schedule."

"Too many distractions from negative publicity which should diminish with new Deputy"



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: June 20, 2017

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** June 7, 2017

**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners

**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)

**SUBJECT:** Recommendation to approve an Owner-CMAR Construction Agreement between Truckee Meadows Fire Protection District and CORE Construction, Inc. to provide Construction Manager At Risk (CMAR) construction services for the Truckee Meadows Fire Protection District – Station 14 with a total project cost of \$5,459,838. (Commission District 2)

### SUMMARY

Recommendation to approve an Owner-CMAR Construction Agreement between Truckee Meadows Fire Protection District and CORE Construction, Inc. to provide Construction Manager At Risk (CMAR) construction services for the Truckee Meadows Fire Protection District – Station 14 with a total project cost of \$5,459,838.

The District requested the assistance Washoe County Community Services – Capital Projects Division to act as the representative of Truckee Meadows Fire Protection District for delivery of the design and construction activities for this project.

**Strategic Objective supported by this item:** Safe, secure and healthy communities.

### PREVIOUS ACTION

December 15, 2015, the Board approved the final settlement and title paperwork with a closing date of December 28, 2015 for the acquisition of property located in the vicinity of Foothill Road and S. Virginia Street (APN 044-300-09 and a portion of APN 044-300-10) to accommodate the replacement of Fire Station #14.

January 26, 2016, the Board approved an Agreement in the amount of \$399,300 for consulting architectural/engineering services between Truckee Meadows Fire Protection District and TSK to provide architectural and engineering consulting services for the station 14 project.

June 21, 2016, the Board approved an Agreement in the amount of \$87,700 for Civil Design Services between Truckee Meadows Fire Protection District and CFA, Inc. to provide professional services. This Agreement with CFA, Inc. was to provide civil design services for the final CMAR package. CFA, Inc. already has a professional services agreement in the amount of \$47,400 for the preparation of the special use permits for Station 14, Station 39, and Station 37 as well as the parcel map for Station 14.

February 21, 2017, the Board approved extra work authorizations in the amount of \$40,350 for Civil Design services between Truckee Meadows Fire Protection District and CFA, Inc. to for additional design changes and to authorize future Extra Work Authorization not to exceed 10% of the current approved contract.

## **BACKGROUND**

The District purchased land near the intersection of Foothill Road and South Virginia Street for the replacement of an obsolete and inadequate existing fire station #14. The Board approved architectural/engineering services to be provided by TSK for this project.

The District decided with assistance from Washoe County Capital Projects to deliver the Truckee Meadows Fire Protection District – Station 14 Project as a Construction Manager-at-Risk (CMAR) process for development of the design and construction.

CORE Construction, Inc. was selected through a qualification based selection process as required by Nevada Revised Statute (NRS 338- Public Works). Request for qualifications were publically solicited and through an evaluation and interview process, CORE was ranked as the most qualified candidate. Under a preconstruction services agreement, CORE participated in design development phases of the Project and provided input regarding the design, scheduling, value engineering, estimating, constructability reviews, attended associated meetings and presentations, and assisted the District in determining the most efficient and effective process to deliver the Project. Once final design was completed, CORE solicited construction bids for the Project on May 25, 2017 and provided the District a list of each sub-contractor providing more than 1% of the estimated cost of the Project. Washoe County Capital Projects participated in de-scope interviews with the sub-contractors on the 1% list during the following week.

Washoe County and CORE negotiated a Guaranteed Maximum Price (GMP) for construction in the amount of \$5,423,838 which includes the fixed price for the construction of the Project in an amount of \$4,590,945, construction fees in the amount of \$183,415, Bonds, insurance and Commerce taxes in the amount of \$173,026 and general conditions in the amount of \$376,452; A total of \$100,000 is included in the GMP for CMAR contingencies in the event there are owner directed change orders, unforeseen construction items or regulatory requirements which were not included in the Project design and specifications. In addition there has been \$36,000 added on as Owner Contingency to give a total project cost of \$5,459,838.

The design phase of the Project was completed on May 3, 2017 with the Board's approval; construction activities will begin on July 5, 2017 following a ground breaking ceremony on June 28, 2017. The Project is anticipated to take 10 months to complete and Truckee Meadows Fire Protection District anticipates accepting the new facility in May 2018 with the Truckee Meadows Fire Protection District – Station 14 staff moving into the new facility by July 1, 2018.

## **FISCAL IMPACT**

The District has allocated funds within the Fiscal 17/18 budget to include funding of the GMP and any estimated contingencies.

**RECOMMENDATION**

It is recommended that the Board of Fire Commissioners approve an Owner-CMAR Construction Agreement between Truckee Meadows Fire Protection District and CORE Construction, Inc. to provide Construction Manager At Risk (CMAR) construction services for the Truckee Meadows Fire Protection District – Station 14 with a total project cost of \$5,459,838.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion could be:

*"I move to approve an Owner-CMAR Construction Agreement between Truckee Meadows Fire Protection District and CORE Construction, Inc. to provide Construction Manager At Risk (CMAR) construction services for the Truckee Meadows Fire Protection District – Station 14 with a total project cost of \$5,459,838."*

**SECTION 00 01 02**  
**PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 PROJECT IDENTIFICATION**

- A. Project Name: TMFPD Station # 14, located at: SE corner of Foothill Road and Broken Hill Road.
- B. Owner's Project Number: PWP WA-2017-067.
- C. The Owner, hereinafter referred to as Owner: Truckee Meadows Fire Protection District - (Chief Charles Moore)
- D. Owner's Project Manager: Washoe County Capital Projects (Bill Wardell).
  - 1. Department: Washoe County Community Services.
  - 2. Address: 1001 E. Ninth Street, Building A.
  - 3. City, State, Zip: Reno, NV 89502.
  - 4. Phone/Fax: 775-328-3636
  - 5. E-mail: wwardell@washoecounty.us.

**1.02 PROJECT DESCRIPTION**

- A. Summary Project Description: New three-double bay fire station with residential component. Approximately 10,600 s.f. total building on a 2.02 acre site..
- B. Contract Scope: Construction.
- C. Contract Terms: Lump sum (fixed price, stipulated sum).

**1.03 PROCUREMENT TIMETABLE**

- A. Desired Construction Start: Not later than \_\_\_\_\_.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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## **SECTION 01 10 00**

### **SUMMARY**

#### **PART 1 GENERAL**

##### **1.01 PROJECT**

- A. Project Name: TMFPD Station # 14
- B. Owner's Name: Truckee Meadows Fire Protection District - (Chief Charles Moore).
- C. Architect's Name: TSK Architects.
- D. The Project consists of the construction of New three-double bay fire station with residential component. Approximately 10,600 s.f. total building on a 2.02 acre site..

##### **1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

##### **1.03 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

##### **1.04 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
  - 1. Work by Others.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 21 00  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.

**1.02 RELATED REQUIREMENTS**

**1.03 CASH ALLOWANCES**

- A. Costs Included in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts, less cost of delivery to site, less applicable taxes.
- B. Costs Not Included in Cash Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.
- C. Architect Responsibilities:
1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
  2. Select products in consultation with Owner and transmit decision to Contractor.
  3. Prepare Change Order.
- D. Contractor Responsibilities:
1. Assist Architect in selection of products, suppliers, and installers.
  2. Obtain proposals from suppliers and installers and offer recommendations.
  3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order.

**1.04 ALLOWANCES SCHEDULE**

- A. Section 10 14 00 - Signage: Include the stipulated sum of \$3000.00 for purchase, delivery and installation of Display Wall Graphics.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



## **SECTION 01 23 00**

### **ALTERNATES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Description of Alternates.

##### **1.02 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

##### **1.03 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1 - Apparatus Bay Door Upgrade (North Doors Only):
  - 1. Base Bid Item: Three (3) Sectional Overhead Doors at the north apparatus bay and associated electrical operators.
  - 2. Add Alternate Item: Three (3) High Speed Vertical Coiling Door. Basis of Design: Rytec High Speed/High Performance Door – Spiral Standard Series. Design Criteria: 250,000 Cycle Springs, Variable Speed Drive Operation, No Metal to Metal Contact, Opens up at 60"-100" per second. Complete with associated electrical operators. .
- B. Alternate No. 2 - Apparatus Bay Slab Upgrade to Ground Concrete Finish and Sealer:
  - 1. Base Bid Item: Steel troweled natural gray concrete slab with sealer/hardener and backer rod and caulking at each control/expansion joint.
  - 2. Add Alternate Item: Ground/Polished and Sealed Concrete Slab with backer rod and caulking at each control/expansion joint.
- C. Alternate No. 3 - Bedroom Windows Five (5) Locations to be upgraded to an integral adjustable blind window with roller control:
  - 1. Base Bid Item: Five (5) Aluminum Storefront Window Systems - Insulated – Natural Aluminum Finish and Operable with exterior head mounted horizontal blinds/cord and wand controls at each unit..
  - 2. Add Alternate Item: Five (5) Aluminum Insulated Windows with Internal Blinds. Basis of Design to be Winco 2250 Series Internal Blind Thermal – AW80. All units to be factory glazed. B=Internal Blinds to be suspended on fully hinged interior casement blind sash. Blind Color to be Antique white. Blind width to be 1". Blind control ring to be sized corresponding to 5/8" blind. External head mounted horizontal blinds are deleted with acceptance of this alternate.
- D. Alternate No. 4 - Kitchen ceiling above island.
  - 1. Base Bid is 24"x24"x1 Optima, square tegular, 15/16" grid tile lay in acoustic ceiling tile by Armstrong (material C-3A per finish schedule).
  - 2. Add Alternat No.4 is 24"x24"x1, square tegular, 15/16" Woodworks Natural Variations Vector acoustic ceiling tile by Armstrong (material C-3C per finish schedule).

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 25 00**  
**SUBSTITUTION PROCEDURES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections apply to this Section.

**1.02 SUMMARY**

- A. Section includes
  - 1. Administrative and procedural requirements for substitutions.

**1.03 RELATED REQUIREMENTS:**

- A. Section 01 30 00 - Administrative Requirements - Administrative Requirements: Project meetings, progress schedules and documentation, reports, coordination.
- B. Section 01 33 00 - Submittal Requirements: Submittal procedures.
- C. Section 01 60 00 - Product Requirements: for requirements for submitting comparable product submittals for products by listed manufacturers.

**1.04 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

**1.05 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- C. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
  - 1. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
  - 2. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate Contractors, that will be necessary to accommodate proposed substitution.
  - 3. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- D. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- E. Samples, where applicable or requested.
- F. Certificates and qualification data, where applicable or requested.
- G. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- H. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- I. Research reports evidencing compliance with building code in effect for Project, and applicable code organization.
- J. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- K. Cost information, including a proposal of change, if any, in the Contract Sum.
- L. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- M. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

#### **1.06 QUALITY ASSURANCE**

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### **1.07 PROCEDURES**

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

### **PART 2 - PRODUCTS**

#### **2.01 SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
    - b. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

- c. Requested substitution does not require extensive revisions to the Contract Documents.
- d. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- e. Substitution request is fully documented and properly submitted.
- f. Requested substitution will not adversely affect Contractor's construction schedule.
- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

### **PART 3 - EXECUTION**

#### **3.01 SUBSTITUTION SUBMITTAL PROCEDURES**

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. Substitution request must be completed with all required information. Incomplete substitution requests will be returned with no action taken.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- D. Submit 1 copy (electronic) of request for substitution for consideration. Limit each request to one proposed substitution.
- E. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
- F. Substitution request does not replace the required submittal. Submittals for any items accepted through the Substitution Request procedure are still required.

#### **3.02 ARCHITECTS ACTION**

- A. If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution.
- B. Architect will notify Contractor of acceptance or rejection of proposed substitution within:
  - 1. 14 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- C. Forms of Acceptance:
  - 1. Architect's Supplemental Instructions for minor changes in the Work.
  - 2. Construction Change Directive:
    - a. Architect may issue a directive, signed by Owner, instructing Contractor to proceed with a change for subsequent inclusion in a Change Order.
    - b. Documentation will describe changes in Work and designate method of determining any change to Contract Sum or Contract Time. Promptly execute change.
  - 3. Change Orders:
    - a. AIA Document G701.
- D. The Architect will notify Contractor in writing of decision to accept or reject request.

#### **END OF SECTION**

**SECTION 01 26 00**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

**1.03 RELATED SECTIONS INCLUDE THE FOLLOWING:**

- A. Section 01 33 00 - Submittal Requirements: For administrative procedures for handling requests for substitutions made after Contract award.

**1.04 DEFINITIONS**

- A. Modification: A Modification is defined as one of the following:
  - 1. An Architect's Supplemental Instruction; (ASI)
  - 2. A Change Order; (CO)
  - 3. A Construction Change Directive; (CCD)
  - 4. Or a written amendment to the Contract signed by Owner, Architect, and Contractor.

**1.05 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time in the form of an ASI.

**1.06 CHANGE ORDER REQUESTS**

- A. Owner-Initiated Change Order Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days after receipt of Change Order Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
  - 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 5. Include costs of labor and supervision directly attributable to the change.
  - 6. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a Change Order Request to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 01 33 00 - Submittal Requirements if the proposed change requires substitution of one product or system for product or system specified.

## **1.07 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Change Order Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701. Change Orders may only be approved if the Architect agrees and signs the Change Order form.

## **1.08 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 26 13**  
**REQUEST FOR INFORMATION**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections apply to this Section.

**1.02 SUMMARY**

- A. Section Includes: Requirements for Request for Information.

**1.03 DEFINITIONS**

- A. Request For Information / Interpretation (RFI):
  - 1. A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
  - 2. A properly prepared Request for Information / Interpretation shall include a detailed written statement that indicates the specific Drawing or Specification in need of clarification and the nature of the clarification requested.
    - a. Drawings shall be identified by sheet number and detail number or location on the drawing sheet.
    - b. Specifications shall be identified by section number, article, paragraph and page number.
    - c. Requests for Information: Request made by Contractor concerning items not indicated on drawings or contained in Project Manual that is necessary to properly perform the work.
    - d. Requests for Interpretation: Request made by Contractor in accordance with Owner's Representative's third party obligations to the contract for construction.
    - e. Clouding of the specific item on a drawing or within the specification in question is expected.
- B. Improper RFI's: RFI's that are not properly prepared will be returned without review.
- C. Frivolous RFI's:
  - 1. RFI's that request information that is clearly shown on the Contract Documents.
  - 2. Frivolous RFI's may be returned unanswered or may be processed by the Architect at the Architect's standard hourly rate. The Architect will charge the Owner, and such costs will be deducted from monies still due the Contractor. The Owner and Contractor will be notified by the Architect prior to the processing of frivolous RFI's.

**1.04 CONTRACTOR'S REQUESTS FOR INFORMATION**

- A. RFI's shall be originated by the Contractor and is responsible for reviewing, numbering sequentially, and forwarding all RFI's to the Architect of Record with one (1) copy to Owner.
  - 1. RFI's from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by the Contractor prior to submittal to the Architect.
  - 2. RFI's from subcontractors or material suppliers sent directly to the Owner's Representative, Architect or the Architect's consultants shall not be accepted.
- B. Content of the RFI:
  - 1. Forms shall be completely filled in, all request shall be typed.
  - 2. Include a detailed, legible description of item needing interpretation and the following:
    - a. Project Name.
    - b. Date.
    - c. Name of Contractor, and authoring company.
    - d. Name of Architect.
    - e. RFI number.
      - 1) RFI's shall be submitted in numerical order with no breaks in the consecutive numbering.
      - 2) Each page of attachments to RFI's shall bear the RFI number and shall be consecutively numbered in chronological order.
    - f. Specification Section number and title and related paragraphs, as appropriate.
    - g. Drawing number and detail references, as appropriate.

- h. Field dimensions and conditions, as appropriate.
- i. Contractor's suggested solution(s):
  - 1) If Contractor's solution(s) impact the Contract Time, Contractor shall state impact in the RFI.
  - 2) All RFI's must have potential schedule and budget impact noted, when applicable.
- j. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
  - 1) Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- 3. If an RFI is resubmitted, it **MUST** have the same number as the original RFI with a suffix identifying it as a resubmittal, for example RFI-0002-1, RFI-0002-A, **RFI-0002-R2**.
- C. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. RFI's may be submitted by E-mail.
  - 1. Address for E-mail will be distributed by the Architect at the Pre-Construction Conference.
- E. When the Contractor is unable to determine from the Contract Documents, the material, process or system to be installed, the Architect shall be requested to make a clarification of the indeterminate item as follows:
  - 1. Contractor shall prepare and submit an RFI to the Architect of Record with one (1) copy to Owner.
  - 2. RFI's may not be sent directly to the Architect's Consultants. All RFI's shall be sent directly to the Architect.
  - 3. Non-compliance Reports, Inspection Reports, Submittal Requests and Confirmations shall not be submitted as an RFI.
- F. Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFI's which request information available in the Contract Documents will be deemed either "improper" or "frivolous" as noted above.
- G. Contractor shall endeavor to keep the number of RFI's to a minimum.
- H. In cases where RFI's are issued to request clarification of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically and similar items, the Contractor shall prepare a complete layout of a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI's which fail to include a suggested solution will be returned unanswered with a requirement that the Contractor submit a complete request.
- I. RFI's shall NOT be used for the following purposes:
  - 1. To request approval of submittals
  - 2. To request approval of substitutions,
  - 3. To request changes which are known to entail additional cost or credit.
  - 4. To request different methods of performing work other than those drawn and specified.
  - 5. To request additional time to be added to the Project schedule.
- J. In the event the Contractor believes that an RFI response by the Architect results in additional cost or time, Contractor shall not proceed with the work indicated by the RFI until a Construction Change Directive (CCD) is prepared and approved. RFI's shall not automatically justify a cost increase in the work or a change in the project schedule.
  - 1. Answered RFI's shall not be construed as an approval to perform the additional work.
  - 2. Unanswered RFI's will be returned with a stamp or notation "Not Reviewed".
- K. Contractor shall prepare and maintain a log of RFI'S, and at any time requested by the Architect and Owner, Contractor shall furnish copies of the log showing outstanding RFI'S. Contractor shall note unanswered RFI's in the log. Logs shall be reviewed as part of weekly construction meetings.
- L. It is the Contractor's responsibility to allow for a reasonable review period for each RFI. Unless an expedited review is requested and agreed upon by the Owner's Representative, Architect of Record



and the Contractor prior; Contractor shall allow no less than 5 working days review and response time for RFI'S. If a review is required of multiple consultants, then the review and response period shall be 7 working days.

1. Architect may determine that additional time is required to respond, and notify contractor in writing of additional days required.
2. The Architect will endeavor to respond in a timely fashion to RFI's.
3. RFI's shall state requested date/time for response. However, this requested date/time for response is not a guarantee that the RFI will be answered by that date/time if that date/time is too expeditious

#### **1.05 ARCHITECT'S RESPONSE TO RFI'S**

- A. Architect will respond to RFI's on one of the following forms:
  1. Properly prepared RFI's:
    - a. Response directly upon Request for Information / Interpretation form.
    - b. Architect's Supplemental Instruction.
    - c. Request for Proposal.
    - d. Construction Change Directive.
  2. Improper or Frivolous RFI's
    - a. Notification of Processing Fee(s).
    - b. Unanswered RFI's will be returned with a stamp or notation: "Not Reviewed".
  3. Response to properly prepared RFI's may or may not be made directly upon the RFI form as deemed appropriate by the Architect.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES**

- A. Project Meetings
  - 1. Preconstruction meeting.
  - 2. Site mobilization meeting.
  - 3. Preinstallation Meetings.
  - 4. Progress meetings.
- B. Progress Photographs.
- C. Coordination Drawings.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary:
- B. Section 01 25 00 - Substitution Procedures. For Substitution Requests.
- C. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.
- D. Section 01 33 00 - Submittal Requirements: for Submittal procedures including Deferred Submittals.
- E. Section 01 40 00 - Quality Requirements: Testing Agency Submittals.
- F. Section 01 60 00 - Product Requirements: for requirements for submitting comparable product submittals for products by listed manufacturers.
- G. Section 01 78 00 - Closeout Procedures and Submittals.
- H. Section 01 78 36 - Warranties and Bonds.

**1.04 PROJECT COORDINATION**

- A. Owner's Representative: Owner's Project Manager.
- B. Cooperate with the Project Manager in allocation of mobilization areas of site; for field offices and sheds, for Site access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Manager.
- D. Comply with Project Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Manager for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Manager.
- G. Make the following types of submittals to Architect with copies to Project Manager.
  - 1. Requests for interpretation/information.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Progress schedules.
  - 8. Coordination drawings.
  - 9. Closeout submittals.
- H. Make the following types of submittals to Project Manager.

1. Change order requests.
2. Progress schedules.

I. Applications for payment go directly to the Accounting Department.

## **PART 2 PRODUCTS - NOT USED.**

## **PART 3 EXECUTION**

### **3.01 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  1. Owner.
  2. Architect.
  3. Project Manager.
  4. General Contractor / Construction Manager.
  5. Sub-Contractors.
  6. Special Consultants.
  7. Others that are deemed necessary by Owner, Architect and General Contractor.
- C. Agenda:
  1. Execution of Contractor Agreement.
  2. Submission of executed bonds and insurance certificates.
  3. Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Procedures for Submittals.
    - j. Preparation of Record Documents.
    - k. Preparation of operating and maintenance manuals.
    - l. Use of the premises and existing building.
    - m. Work restrictions.
    - n. Owner's occupancy requirements.
    - o. Responsibility for temporary facilities and controls.
    - p. Construction waste management and recycling.
    - q. Parking availability.
    - r. Office, work, and storage areas.
    - s. Equipment deliveries and priorities.
    - t. First aid.
    - u. Security.
    - v. Progress cleaning.
    - w. Working hours.
    - x. Distribution of Contract Documents.
  4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  5. Designation of personnel representing the parties to Contract, Owner, and Architect of Record.
  6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  7. Scheduling.
  8. Special requirements.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Project Manager, participants, and those affected by decisions made.

### **3.02 SITE MOBILIZATION MEETING**

- A. Owner will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Special Consultants.
  - 5. Contractor's Superintendent.
  - 6. Major Subcontractors.
  - 7. Other's that are deemed necessary by Owner, Architect and Contractor..
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements and partial occupancy prior to completion.
  - 3. Construction facilities and controls provided by Owner.
  - 4. Temporary utilities provided by Owner.
  - 5. Survey and building layout.
  - 6. Security and housekeeping procedures.
  - 7. Schedules.
  - 8. Application for payment procedures.
  - 9. Procedures for testing.
  - 10. Procedures for maintaining record documents.
  - 11. Requirements for start-up of equipment.
  - 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Project Manager, participants, and those affected by decisions made.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Preinstallation Meetings: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect 1 week (7 days) in advance of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Trade responsibilities.
    - k. Compatibility problems.
    - l. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written recommendations.
    - o. Warranty requirements.
    - p. Compatibility of materials.

- q. Acceptability of substrates.
  - r. Temporary facilities and controls.
  - s. Space and access limitations.
  - t. Regulations of authorities having jurisdiction.
  - u. Testing and inspecting requirements.
  - v. Installation procedures.
  - w. Coordination with other work.
  - x. Required performance results.
  - y. Protection of adjacent work.
  - z. Protection of construction and personnel.
- C. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - D. Reporting: Record minutes of the meeting.
    - 1. Distribute copies within two days after meeting to participants, with 1 copy to Architect, Owner, participants, and those affected by decisions made.
  - E. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

#### **3.04 PROGRESS MEETINGS**

- A. Project Manager shall schedule and administer meetings throughout progress of the Work.
- B. Project Coordinator shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major SubGeneral Contractors and suppliers, Owner, Architect, others as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.
- F. An electronic copy of the meeting minutes as well as the current submittal schedule, submittal log and RFI log must be submitted after each meeting. This upload must occur within one (1) business day following the end of the progress meeting.
  - 1. When submitted electronically the meeting minutes and supplemental logs must be in Portable Document Format (.pdf)
    - a. Prepare file for submittal by converting it to PDF using Adobe Acrobat Pro 7.0® or later version. Legible scanned PDF files of plain paper documents are acceptable, but PDF sets created by electronically converting files using Adobe Acrobat Pro® are preferable. Scanned documents are more difficult to annotate, are usually less legible, and produce larger attachment sizes.

- b. Ensure that sheets are ready to print out to a PDF format on either 8 ½" x 11" or 11" x 17" sheets, with no additional formatting required by the viewer, and with all required information.
- c. The option in Adobe Acrobat Pro® to print "Documents and Markups" in the "Print What" drop down list on the "Print" options window must be chosen to correctly see all applicable information in the request answer. This will ensure all pertinent information is printed if the document is printed.

### **3.05 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16.**

### **3.06 PROGRESS PHOTOGRAPHS**

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Final completion, minimum of ten (10) photos.
- F. Views:
  - 1. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
  - 2. Consult with Architect for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
  - 5. Point of View Sketch: Provide sketch identifying point of view of each photograph.
- G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
  - 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

### **3.07 COORDINATION DRAWINGS**

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Prepare and submit Coordination Drawings when required by other Sections.
  - 1. For places where clearances are limited, or for places where several elements of the Work must be located with precision in order to fit into available space, or requested by the Project Manager, prepare and submit an Acrobat PDF file containing color coded Coordination Drawings (Shop Drawings) at a suitable scale, showing the required dimensions, and including, but not limited to, the following:
    - a. Lights.
    - b. Audio/video devices.
    - c. Fire protection devices.
    - d. Reflected ceiling plan and/or elevations.
    - e. Elevations.
    - f. Fire sprinklers.
    - g. HVAC devices.
    - h. Expansion joints.

- 1) A project proposal drawing that illustrates the system installed in wall or ceiling construction that is specific to the project. Typical catalog cut sections will not be accepted.
  - i. Other equipment, appurtenances or drawings as required to provide complete coordination of all involved items.
2. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
  - a. Prepare and submit coordinated composite layouts of the mechanical systems and equipment for all areas, drawn at a scale not less than 1/4" per foot showing on both plan and elevation, including, but not limited to, all equipment, ducts, pipe sleeves, piping including plumbing and sprinkler system, lighting, special supports and other items contained within the space and finished ceiling. Show mechanical and electrical services as well as architectural and structural features drawn to scale. Provide composite drawings for all areas such as corridors, specialty spaces, mechanical rooms, shafts, tunnels, and all congested areas. Distribute copies of composite drawings to all trades to assure a complete, coordinated installation of work within the space available. Include elevation drawings indicating finish ceiling heights, and heights above finished floor to bottom of ductwork, piping and conduit.
  - b. Indicate functional and spatial interrelationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - c. Indicate required installation sequences.
  - d. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  - e. Submit certificate guaranteeing that coordination drawings have been done and are being utilized at the project site.
  - f. Call attention in advance to Architect of any dimensional or detail information needed to complete the coordination drawings.
  - g. The General Contractor may use the Architect's CADD background drawings but must execute the Electronic Data Transfer Agreement obtained from Architect.
- C. Review drawings prior to submission to Architect and Project Manager.
- D. Number of Copies: Submit (1) electronic copies of each submittal. Architect will return upon review and mark-up.

**END OF SECTION**

**SECTION 01 32 16**  
**CONSTRUCTION PROGRESS SCHEDULE**

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**END OF SECTION**



**SECTION 01 33 00**  
**SUBMITTAL REQUIREMENTS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES**

- A. Delegated-Design Services.
- B. Submittals
  - 1. Submittal Schedule.
  - 2. Submittals for Review.
  - 3. Submittals for Information.
  - 4. Submittals for Project Closeout.
  - 5. Number of copies of submittals.
  - 6. Submittal procedures.
- C. Engineered Deferred Submittals.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary:
- B. Section 01 25 00 - Substitution Procedures: For Substitution Requests.
- C. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.
- D. Section 01 40 00 - Quality Requirements: for Testing Agency Submittals.
- E. Section 01 60 00 - Product Requirements: for requirements for submitting comparable product submittals for products by listed manufacturers.
- F. Section 01 73 00 - Execution Requirements:
- G. Section 01 78 00 - Closeout Procedures and Submittals.

**1.04 DELEGATED-DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of General Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to General Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. Refer to Paragraph 3.07 - Engineered Deferred Submittals.

**PART 2 PRODUCTS - NOT USED.**

**PART 3 EXECUTION**

**3.01 SUBMITTALS SCHEDULE**

- A. After the General Contractor's Construction Schedule has been developed and accepted, prepare a complete schedule of submittals.
  - 1. Two weeks after notice to proceed, General Contractor shall prepare the Submittals Requirements Schedule in detail:
    - a. Use one line per item for each section and paragraph number
    - b. Provide one copy for the Owner and one copy for the Architect of Record.

- c. Obtain Architect of Record's and Project Manager's approvals
- 2. Coordinate the Submittal Schedule with the General Contractor's Construction Schedule, Schedule of Values, Subcontracts, list of products and other pertinent information.
- 3. Coordinate submittals into logical groupings to facilitate interrelation of several items:
  - a. Finishes which involve Architect of Record selection of colors, textures or patterns.
  - b. Associated items which require correlation for efficient function or for installation.
  - c. Provide:
    - 1) All submittals required by a particular section at one time.
    - 2) Shop drawings, schedules, product data, coordination drawings, samples, color charts and other information as required (whether listed or not) for Architect of Record's complete evaluation.
    - 3) Define the deferred submittal schedule.
  - d. Incomplete information or partial submittals will be cause for rejection.
- 4. Prepare the schedule in chronological order and provide the following:
  - a. Scheduled date for the initial submittal.
  - b. Section number per this specification.
  - c. Submittal category (Shop Drawing, Product Data or Sample).
  - d. Name of General Contractor.
  - e. Description of the part of the work covered by this submittal.
  - f. Date required for this submittal to be returned but not less than the stipulated date herein.
- B. After approval of the Submittal Schedule, distribute in print and electronically in pdf format to the Owner's representative, Architect, subcontractors and all other parties required to comply with the dates indicated in the Submittal Schedule.
  - 1. Submit the Submittal Schedule within 10 days of the date required for submittal of the General Contractor's Construction Schedule.
- C. Update and reissue the Submittal Schedule after revised dates, agreed upon by the affected parties, have been approved.
- D. Submittal schedule shall be updated periodically to reflect changes in the construction schedule.

### **3.02 SUBMITTALS FOR REVIEW**

- A. Submittals shall be numbered according to Architect's Project Manual of Specifications.
- B. When the following are specified in individual sections, submit them for review:
  - 1. Product data: Collect information into a single submittal for each element of construction and type of product or equipment.
    - a. Submit only pages which are pertinent. Mark each copy of standard printed data to identify relevant products and the related Specification Section and Article Number.
    - b. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
    - c. Mark each copy of each submittal to show which products and options are applicable.
    - d. Include the following information, as applicable:
      - 1) Manufacturer's catalog cuts.
      - 2) Manufacturer's product specifications.
      - 3) Performance characteristics and capacities
      - 4) Finishes
        - (a) Standard color charts.
      - 5) Component parts
      - 6) Statement of compliance with specified referenced standards.
      - 7) Testing by recognized testing agency.
      - 8) Application of testing agency labels and seals.
      - 9) Notation of coordination requirements.
      - 10) Other information as required by the individual specification sections
      - 11) Availability and delivery time information.
    - e. For equipment, include the following in addition to the above, as applicable:
      - 1) Wiring diagrams showing factory-installed wiring.

- 2) Printed performance curves.
- 3) Operational range diagrams.
- 4) Dimensions
- 5) Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- f. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information that is not applicable.
- g. Submit Product Data before or concurrent with Samples.
- h. Submit Product Data in the following format:
  - 1) PDF electronic file.
2. Shop drawings: Submit newly prepared Project-specific information, drawn accurately to scale.
  - a. Do not reproduce Contract Documents or copy standard product information as the basis of Shop Drawings.
    - 1) Submittals received on the Architect's Titleblock will be automatically rejected.
  - b. Present in a clear and thorough manner Job Specific shop drawings. (Generic shop drawings will be rejected.) Title each drawing sheet with Project Name and Number; identify each element of the drawings by reference to Sheet Number and Detail, Specification Section, Schedule or Room Number listed in the Contract Documents and CAD Standards Manual.
  - c. Standard information prepared without specific reference to the Project is not a Shop Drawing.
  - d. Identify field dimensions; show relation to adjacent or critical features of Work or Products.
  - e. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - 1) Identification of products.
    - 2) Schedules.
    - 3) Compliance with specified standards.
    - 4) Notation of coordination requirements.
    - 5) Notation of dimensions established by field measurement.
    - 6) Relationship and attachment to adjoining construction clearly indicated.
    - 7) Seal and signature of professional engineer if specified.
  - f. Scale Required: Unless otherwise specifically directed by Architect of Record, make all shop drawings accurate to a scale sufficiently large enough to show all pertinent features of the item and its methods of connection to the Work.
  - g. Submit Shop Drawings in the following format:
    - 1) PDF electronic file.
  - h. Provide a 5" x 4" blank space on each submittal sheet or sample label for Architect of Record's review stamp.
- C. Samples for Selection:
  1. Provide 4 of each sample or color chart.
  2. Submit full range of manufacturer's standard finishes, except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Architect of Record's selection. ALL color charts shall be originals, no photocopies allowed.
  3. Submit samples to illustrate functional characteristics of products, including parts and attachments.
  4. Label each sample with Project Name and Number, Interior Design Specification Number (as applicable), and Room Number.
  5. Mock-up: Provide field samples of finishes and assemblies at the site as required by individual specification sections.
    - a. Install each sample or assembly complete and finished.
    - b. Locate as directed by the Owner or Architect of Record.
    - c. Acceptable mock-up may or may not remain as part of the Work at the Architect of Record's discretion.

- D. Samples for Verification:
  - 1. Provide 4 of each sample or color chart.
  - 2. Submit full range of manufacturer's standard finishes, except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Architect of Record's selection. ALL color charts shall be originals, no photocopies allowed.
  - 3. Submit samples to illustrate functional characteristics of products, including parts and attachments.
  - 4. Label each sample with Project Name and Number, Interior Design Specification Number (as applicable), and Room Number.
- E. Samples will be reviewed only for aesthetic, color, or finish selection.
  - 1. Submit sample of material in size, finish, texture and color as required by the specific specification section and indicating the range of any variations that may occur.
- F. After review, provide copies and distribute in accordance with **Submittal Procedures** article below and for record documents purposes described in Section 01 78 00 - Closeout Procedures and Submittals.
- G. Fire Alarm/Fire Sprinkler System Shop Drawings shall be submitted to submittal to the Architect whose approval shall be obtained prior to the submittal to the state and local Fire Marshall.

### **3.03 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as Contract Administrator or for Owner. No action will be taken.

### **3.04 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties & Bonds
  - 4. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion and in accordance with Section 01 78 00 - Closeout Procedures and Submittals.

### **3.05 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit one electronic copy; the Contractor shall make his own copies from original returned by the Architect after making his own file copy.
  - 2. Larger Sheets, Not Larger Than 24 x 36 inches: Submit one reproducible transparency and one opaque reproduction.
- B. Documents for Information: Submit one electronic copy to Architect of Record.
- C. Extra Copies at Project Closeout: See Section 01 78 00. Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections, plus one copy uploaded to the Buzzsaw® system in the appropriate location within the Project folder; one of which will be retained by Architect of Record.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to General Contractor unless specifically so stated.

- E. Samples: Submit the number specified in individual specification sections or 4 of each if no specific number is specified in the specific section; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.06 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
- B. Schedule submittals to expedite the Project and coordinate submission of related items. The General Contractor is solely responsible for coordinating the delivery of submittals, including any necessary corrections and resubmittals, to assure that Architect of Record approval can be obtained without delaying the Work. The General Contractor shall start the submittal process within three weeks after award or as required to meet the Contract Schedule requirements.
- C. Transmit each submittal with a copy of approved submittal form.
- D. General: Electronic copies of the digital files of the Construction Documents may be made available by the Architect for the General Contractor's use in the preparation of the Submittals. The Architect nor the General Contractor shall be obligated to use such documents in the preparation of the Submittals.
  - 1. Transfer of the digital files from the Architect to the General Contractor shall be subject to the Terms and Conditions of a Digital File Transfer Agreement at the time of such transfer.
  - 2. The use of the digital files prepared by the Architect in the preparation of the Shop Drawings shall not in any way obviate the recipient's responsibility for the proper checking and coordination of dimensions, field conditions, details, member sizes, gauges, quantities, and any other condition as required to facilitate complete and accurate fabrication and erection.
- E. Transmit each submittal with approved form.
- F. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- G. Identify Project Manager, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- H. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- I. General Contractor Review:
  - 1. Review submittals (prior to sending to Architect of Record) to determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
  - 2. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
  - 3. Coordinate submittals with requirements of Work and Contract Documents.
  - 4. Sign or initial each sheet of shop drawings and product data or each sample label to certify compliance with the requirements of Contract Documents using a submittal stamp with the following information incorporated:
    - a. General Contractor Submittal Approval
    - b. By making this Submittal No. \_\_\_\_\_, (Insert General Contractor's Name) does hereby approve said submittal and does certify that it has determined and verified all materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information within this submittal with the requirements of the Work and Contract Documents.
    - c. Signed for the General Contractor: \_\_\_\_\_ Date: \_\_\_\_\_.
- J. Submittal Mark-ups:
  - 1. Submittals shall be marked-up as follows:
    - a. Contractor Comments: Make all Contractor comments in "Blue" ink.
    - b. Design Team will make all comments in "Red" ink.

- K. Identify Project number, General Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy. Architect will not review submittals that do not bear the General Contractor's approval stamp and will return them without action.
- L. Apply General Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- M. All submittals **NOT** made through the General General Contractor will be rejected.
- N. The Architect will return unsolicited submittals without action.
- O. No portion of the Work which requires a shop drawing or sample submission shall be commenced until the submission has been reviewed and returned as approved by Architect of Record.
- P. Deliver physical submittals to Architect at business address.
- Q. Schedule submittals to expedite the Project, and coordinate submission of related items.
- R. For each submittal for the initial review, allow 10 days excluding delivery time to and from the Contractor.
  - 1. For concurrent review of submittals by Consultants, Owner and other parties, allow 5 additional days excluding time to and from the Contractor.
  - 2. Extension of review time shall not constitute a basis to automatically extend the Contract time.
- S. For each resubmittal, allow for 10 days excluding time to and from the General Contractor.
- T. Submittals and Samples shall be submitted in a timely manner to allow for resubmittal and not cause a delay in the Work.
- U. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- V. Provide space of approximately 5" x 4" for Contractor and Architect review stamps.
  - 1. General Contractor shall include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Project number.
    - d. Name and address of Architect.
    - e. Name and address of General Contractor.
    - f. Name and address of Subcontractor.
    - g. Name and address of Supplier.
    - h. Name of Manufacturer.
    - i. Unique identifier, including revision number(s).
    - j. Number and title of appropriate Specification Section.
    - k. Drawing number and detail references, as appropriate.
    - l. Other necessary identification.
  - 2. Architect shall mark the action stamp indicating the action taken.
- W. When revised for resubmission, identify all changes made since previous submission.
  - 1. The General Contractor shall make any corrections required by the Architect of Record and resubmit.
    - a. The General Contractor shall direct specific attention in writing or on the resubmitted shop drawings to revisions other than the correction(s) required by Architect of Record on previous submissions.
    - b. When revised for resubmission, identify all changes made since previous submission.
    - c. The revised submittal will be identified with the original submittal number plus a suffix to mark it as a resubmittal, i.e. 005-09-9900-R1, 005-09-9900-a or 005-09-9900-A. If not so identified, the resubmittal will be returned as revise and resubmit with the proper number.

- X. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- Y. Electronic submittals must be provided in a portable Document Format (.pdf) file when submitted electronically.
  - 1. Prepare file for submittal by converting it to PDF using Adobe Acrobat Pro 9.0® or later version. Legible scanned PDF files of plain paper documents are acceptable, but PDF sets created by electronically converting files using Adobe Acrobat Pro® are preferable. Scanned documents are more difficult to annotate, are usually less legible, and produce larger attachment sizes.
  - 2. Ensure that sheets are ready to print out to a PDF format on the appropriate sheet size, with no additional formatting required by the viewer, and with all required information.
  - 3. The option in Adobe Acrobat Pro® to print "Documents and Markups" in the "Print What" drop down list on the "Print" options window must be chosen to correctly see all applicable information in the request answer. This will ensure all pertinent information is printed if the document is printed.
  - 4. Electronic signatures and stamps must be utilized on electronic submittals where signatures and stamps are required in Section 3.01 Submittal Schedule items A.1-4 and Section 3.06 Submittal Procedures items A-W above.
- Z. Substitutions will not be considered when they are indicated or implied on shop drawings, product data submittals or samples without a separate written request complying to the requirement in Section 01 25 00 - Substitution Procedures.
- AA. Maintain one (1) set of all approved submittals at the Project Site in the General Contractors office.

### **3.07 ENGINEERED DEFERRED SUBMITTALS:**

- A. Definition: Per Most Current Issue International Building Code (IBC) (Section 107.3.4.1).
  - 1. *Portions of the design that are not submitted at the time of the (permit) application and that are to be submitted to the building official within a specified period."*
- B. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge [EOR], (through the Architect of Record), who shall review them and forward them, (through the General Contractor), to the building official with a notation indicating that the deferred documents have been reviewed and found to be in general conformance to the design of the building.
- C. Contractor is responsible for making all submittals of deferred items to the Building Officials, (AHJ).
- D. Refer to deferred submittal items on the Construction Documents.
- E. Deferred Submittals include but are not limited to the following list. Provide as applicable to the Project.
  - 1. Acoustical ceiling suspension system – with manufacturer instructions required.
  - 2. Ceiling Framing systems.
  - 3. Exterior wall framing systems.
  - 4. Auxiliary power systems.
  - 5. Awnings
  - 6. Bleachers (interior) (seating layout must be shown at time of submittal).
  - 7. Curtain wall systems, Window wall systems or storefronts with spans greater than 10 feet.
  - 8. Electrical System Plans, specifications and calculations.
  - 9. Emergency call system.
  - 10. Exit illumination.
  - 11. Through-penetration fire stop systems and spray fireproofing submittal data.
  - 12. Glass guardrails.
  - 13. Glazing systems.
  - 14. HVAC system plans, specifications and calculations.
  - 15. Intercom system.
  - 16. Metal guardrails and handrails.
  - 17. Plumbing system plans, specifications and calculations.
  - 18. Post-tensioned concrete structural members or panels.
  - 19. Pre-cast concrete structural members or panels.

20. Prefabricated stair units to include steel, aluminum, or pre-cast concrete stairs.
  21. Prefabricated wall panel and exterior wall systems - precast concrete, glass fiber reinforced concrete, etc.
  22. Pre-stressed concrete structural members or panels.
  23. Raised access floor systems.
  24. Shelving systems and steel storage racks
  25. Skylights (do not defer if Engineering reports, or complete information is available).
  26. Smoke and heat vents.
  27. Specialty retaining walls.
  28. Stone veneer.
  29. Terra cotta veneer.
  30. Wooden, steel, or composite floor or roof trusses.
  31. Works of art.
  32. Elevator shop drawings including guide rails and support brackets.
  33. Stage rigging.
  34. Type I Hood and Fire Suppression systems.
- F. Deferred submittal documents and drawings must be submitted and approved prior to the construction/installation of the deferred item.
- G. All pre-engineered, pre-fabricated, pre-manufactured or other products designed after issuance of a permit must be designed for loads and deflection criteria as required by the applicable edition of the International Building Code (IBC).

**END OF SECTION**



**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Mock-ups.
- G. Tolerances.
- H. Manufacturers' field services.
- I. Defect Assessment.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements:
- B. Section 01 33 00 - Submittal Requirements
- C. Section 01 42 16 - Definitions.
- D. Section 01 45 33 - Code-Required Special Inspections
- E. Section 01 60 00 - Product Requirements:

**1.04 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- E. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- F. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Test Reports: After each test/inspection, promptly submit (within 24 hours) the listed number of copies:
  - 1. Distribution:
    - a. 1 copy to the Architect.
    - b. 1 copy to the Structural Engineer.
    - c. 2 copies to the Contractor.
    - d. 1 copy to the Owner's Representative.

2. Include:
  - a. Date issued.
  - b. Project title and number.
  - c. Name of inspector.
  - d. Date and time of sampling or inspection.
  - e. Identification of product and specifications section.
  - f. Location in the Project.
  - g. Type of test/inspection.
  - h. Date of test/inspection.
  - i. Results of test/inspection.
  - j. Conformance with Contract Documents.
  - k. When requested by the Architect, Owner's Representative, or the Contractor; provide interpretation of results.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  1. Submit report within 5 days of observation to Architect for information.
  2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### **1.06 QUALITY ASSURANCE**

- A. Testing Agency Qualifications:
  1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

#### **1.07 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### **1.08 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ and pay for services of an independent certified testing agency acceptable to the Architect and Contractor to perform specified testing and inspection as required and specified in the Contract Documents.
- B. Contractor shall employ and pay for services of an independent certified testing agency acceptable to the Architect and Owner to perform specified testing and inspections required to be performed and paid for by the Contractor.
- C. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- D. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- E. Contractor Employed Agency:
  - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
  - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  - 3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
  - 4. Laboratory: Authorized to operate in Nevada.
  - 5. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
  - 6. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

##### **3.02 MOCK-UPS**

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Integrated Exterior Mock-ups: construct integrated exterior mock-up as indicated on Drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.

- D. Room Mock-ups: Construct room mock-ups as indicated on Drawings. Coordinate installation of materials, products, and assemblies as required in Specification Sections; finish according to requirements. Provide required lighting and any supplemental lighting where required to enable Architect to evaluate quality of the mock-up.
- E. Notify Architect and \_\_\_\_\_ Consultant fifteen (15) working days in advance of dates and times when mock-ups will be constructed.
- F. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- G. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- H. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- I. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
  - 1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
  - 2. Make corrections as necessary until Architect's approval is issued.
- J. Accepted mock-ups shall be a comparison standard for the remaining Work.
- K. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

### **3.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.04 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required. The following list is only intended to be a guide for the Contractor to aid in determining the testing requirements for the Project. The requirements specified in each specific section shall take precedence over this list and this list is not to be interpreted as being a complete list.
  - 1. 03 30 00 - Cast-in-Place Concrete
  - 2. 04 05 11 - Masonry Mortaring and Grouting.
  - 3. 04 20 00 - Unit Masonry
  - 4. 05 12 00 - Structural Steel Framing.
  - 5. 05 31 00 - Steel Decking.
  - 6. 05 40 00 - Cold-Formed Metal Framing.
  - 7. 07 84 00 - Firestopping
  - 8. 07 92 00 - Joint Sealants
  - 9. 08 43 13 - Aluminum Entrances and Storefront Systems
  - 10. 08 80 13 - Glass and Glazing
  - 11. Division 9 - Flooring Sections regarding moisture content of concrete floors.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.

6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency may not approve or accept any portion of the Work.
  3. Agency may not assume any duties of Contractor.
  4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  2. Cooperate with laboratory personnel, and provide access to the Work .
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify laboratory 24 hours minimum, in advance, prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency.
  1. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **3.05 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and others as applicable, and to initiate instructions when necessary.
- B. Such Manufacturer's personnel shall be accompanied by the Contractor during his time at the site.
- C. Submit qualifications of observer to Architect 30 days in advance of required observations.
  1. Observer subject to approval of Owner.
- D. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **3.06 DEFECT ASSESSMENT**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  2. Comply with the Contract Document requirements for Section 01 73 29 - Cutting and Patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.
- D. Replace Work or portions of the Work not conforming to specified requirements.

### **END OF SECTION**

**SECTION 01 42 16**  
**DEFINITIONS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SUMMARY**

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

**1.03 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.
- G. Connect: To make the complete necessary utility connection (water, sewer, gas, electricity, etc.) from the building utility to the piece of equipment to allow that piece of equipment to function as intended (e.g., a gas connection for an oven or cooktop).
- H. "Approved equal", "or equal" shall mean as approved and accepted by the Architect and/or Owner.
- I. "As necessary" means essential to the completion of the work.
- J. "As required" means as required by the contract documents.
- K. "As selected", "as approved" or words of similar import mean as selected by, as approved by, or as accepted by the Architect and/or Owner.
- L. "As shown", "as detailed", "as indicated" or words of similar import mean as indicated on the drawings.
- M. "Clear" shall mean to hold to a dimension certain.
- N. "Concealed" means not visible in the finished work.
- O. "Exposed" means visible in the finished work.
- P. "Shall" means mandatory.
- Q. "Days" means calendar days.
- R. "Working Days" means work days and does not include legal holidays as defined by the Contract.

**1.04 OWNER FURNISHED - OWNER INSTALLED ITEMS (OFOI)**

- A. General: The terms "Furnish," "Install," and "Connect" shall be as defined in Paragraph 1.03 of this Section.
- B. Items furnished and installed by the Owner: Refer to Contract for OFOI items.
- C. Contractor's Responsibilities:
  - 1. Contractor shall give the Owner written notification, stating the date(s) when the Owner Furnished items must be received at the job site to insure Project completion in accordance with the established schedule. Such dates shall be shown on the schedule.

2. Contractor is responsible for the coordination and interface of the Owner-Furnished and Installed Items (OFOI) with the Work of this Contract to provide all necessary mechanical and electrical rough-ins, openings, supports, dimensions, clearances, etc., required for a complete and functional installation.

#### **1.05 OWNER FURNISHED - CONTRACTOR INSTALLED ITEMS (OFCI)**

- A. General: The terms "Furnish," "Install," and "Connect" shall be as defined in Paragraph 1.03 of this Section.
- B. Items furnished by the Owner and installed by the Contractor: Refer to Contract for OFCI items.
- C. Owner's Responsibilities:
  1. Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples, to the Contractor.
  2. Arrange and pay for product delivery to site.
  3. Upon delivery, inspect products jointly with Contractor.
  4. Immediately upon observing the product, submit any claims for transportation damage and replace damaged, defective, or deficient items.
  5. Arrange for Manufacturers' warranties, inspections and service.
- D. Contractor's Responsibilities:
  1. Contractor shall provide a written schedule to the Owner, indicating when the Owner-Furnished items must be received at the project site to insure the Project completion in accordance with the established schedule. Such dates shall be shown on the schedule.
  2. Review of the Owner-reviewed Shop Drawings, Product data, and Samples.
  3. Receive and unload products at the site. Inspect for completeness or damage jointly with the Owner.
  4. Handle, store, assemble, install, protect, connect and finish products including furnishing lubricants and fluids and other procedures necessary to cause products to be operative and serviceable.
  5. Contractor shall be responsible for the coordination with the Owner- Furnished items and to provide for all of the necessary mechanical and electrical rough-ins, openings, supports, dimensions, clearances, etc. required for a complete and functional installation.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 45 33**  
**CODE-REQUIRED SPECIAL INSPECTIONS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES**

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 33 00 - Submittal Requirements: Submittal procedures.
- B. Section 01 40 00 - Quality Requirements.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

**1.04 DEFINITIONS**

- A. Code or Building Code: 2012 Edition of the International Building Code and, more specifically, Chapter 17 - Structural Tests and Inspections, of same.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. International Accreditation Service, Inc. (IAS).
- D. National Institute of Standards and Technology (NIST).
- E. Special Inspection:
  - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
  - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

**1.05 REFERENCE STANDARDS**

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.
- B. ACI 530/530.1/ERTAC - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; 2011.
- C. AISC 341 - Seismic Provisions for Structural Steel Buildings; 2010.
- D. AISC 360 - Specification for Structural Steel Buildings; 2010.
- E. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; 2010, with 2013 Supplements and Errata.
- F. ANSI/UL 1479 - Standard for Fire Tests of Through-Penetration Firestops.
- G. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement; 2015.
- H. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2012.
- I. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2010.



- J. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- K. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- L. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- M. ASTM E605 - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 1993 (Reapproved 2011).
- N. ASTM E736 - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2000 (Reapproved 2011).
- O. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestops; 2014.
- P. ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers; 2010a.
- Q. ASTM E2570 - Standard Test Methods for Evaluating Water-Resistive Barrier (WRB) Coatings Used under Exterior Insulation and Finish Systems (EIFS) or EIFS with Drainage; 2007.
- R. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.
- S. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2008.
- T. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.
- U. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.
- V. IAS AC291 - Accreditation Criteria for Special Inspection Agencies; 2012.
- W. ICC (IBC)-2012 - International Building Code; 2012.

#### **1.06 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
  - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
  - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Testing Agency is acceptable to AHJ.
- D. Smoke Control Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
  - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit documentary evidence that agency has appropriate credentials and documented experience in fire protection engineering, mechanical engineering and HVAC air balancing.
  - 3. Submit certification that Testing Agency is acceptable to AHJ.
- E. Manufacturer's Qualification Statement: Manufacturer shall submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.
- F. Fabricator's Qualification Statement: Fabricator shall submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.

- G. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Architect, the Owner and one to the AHJ.
1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of special inspection.
    - h. Date of special inspection.
    - i. Results of special inspection.
    - j. Conformance with Contract Documents.
  2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work. Refer to Section 00 63 42 for form.
- H. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector shall promptly submit two copies of report; one to Architect and one to AHJ.
1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of fabricated item and specification section.
    - f. Location in the Project.
    - g. Results of special inspection.
    - h. Verification of fabrication and quality control procedures.
    - i. Conformance with Contract Documents.
    - j. Conformance to referenced standard(s).
- I. Test Reports: After each test or inspection, promptly submit two copies of report; one to Architect and one to AHJ.
1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test or inspection.
    - h. Date of test or inspection.
    - i. Results of test or inspection.
    - j. Conformance with Contract Documents.
  2. Refer to Section 00 63 42 for form.
- J. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Architect and AHJ, in quantities specified for Product Data.
1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and AHJ.
- K. Manufacturer's Field Reports: Submit reports to Architect and AHJ.
1. Submit report in duplicate within 30 days of observation to Architect for information.

2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- L. Fabricator's Field Reports: Submit reports to Architect and AHJ.
  1. Submit report in duplicate within 30 days of observation to Architect for information.
  2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### **1.07 SPECIAL INSPECTION AGENCY**

- A. Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling required by the building code.
- B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### **1.08 TESTING AND INSPECTION AGENCIES**

- A. Owner or Architect may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

#### **1.09 QUALITY ASSURANCE**

- A. Special Inspection Agency Qualifications:
  1. Independent firm specializing in performing testing and inspections of the type specified in this section.
  2. Accredited by IAS according to IAS AC291.
- B. Testing Agency Qualifications:
  1. Independent firm specializing in performing testing and inspections of the type specified in this section.
  2. Accredited by IAS according to IAS AC89.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL**

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
  1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
  2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

#### **3.02 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION**

- A. High-Strength Bolt, Nut and Washer Material:
  1. Verify identification markings conform to ASTM standards specified in the approved contract and to AISC 360, Section A3.3; periodic.
  2. Submit manufacturer's certificates of compliance; periodic.
- B. High-Strength Bolting Installation: Verify items listed below comply with AISC 360, Section M2.5.
  1. Snug tight joints; periodic.
  2. Pretensioned and slip-critical joints with matchmarking, twist-off bolt or direct tension indicator method of installation; periodic.
  3. Pretensioned and slip-critical joints without matchmarking or calibrated wrench method of installation; continuous.
- C. Structural Steel and Cold Formed Steel Deck Material:
  1. Structural Steel: Verify identification markings conform to AISC 360, Section M3.5; periodic.

2. Other Steel: Verify identification markings conform to ASTM standards specified in the approved contract documents; periodic.
3. Submit manufacturer's certificates of compliance and test reports; periodic.
- D. Weld Filler Material:
  1. Verify identification markings conform to AWS standards specified in the approved contract documents and to AISC 360, Section A3.5; periodic.
  2. Submit manufacturer's certificates of compliance; periodic.
- E. Welding:
  1. Structural Steel and Cold Formed Steel Deck:
    - a. Complete and Partial Joint Penetration Groove Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - b. Multipass Fillet Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - c. Single Pass Fillet Welds Less than 5/16 inch Wide: Verify compliance with AWS D1.1/D1.1M; periodic.
    - d. Plug and Slot Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - e. Single Pass Fillet Welds 5/16 inch or Greater: Verify compliance with AWS D1.1/D1.1M; continuous.
    - f. Floor and Roof Deck Welds: Verify compliance with AWS D1.3/D1.3M; continuous.
  2. Reinforcing Steel: Verify items listed below comply with AWS D1.4/D1.4M and ACI 318, Section 3.5.2.
    - a. Verification of weldability; periodic.
    - b. Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames as well as boundary elements of special structural walls of concrete and shear reinforcement; continuous.
    - c. Shear reinforcement; continuous.
    - d. Other reinforcing steel; periodic.
- F. Steel Frame Joint Details: Verify compliance with approved contract documents.
  1. Details, bracing and stiffening; periodic.
  2. Member locations; periodic.
  3. Application of joint details at each connection; periodic.
- G. Cold formed steel trusses spanning 60 feet or more; periodic.

### **3.03 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION**

- A. Reinforcing Steel, Including Prestressing of Tendons and Placement: Verify compliance with approved contract documents and ACI 318, 3.5 and 7.1 through 7.7; periodic.
- B. Reinforcing Steel Welding: Verify compliance with AWS D1.4/D1.4M and ACI 318, Section 3.5.2; periodic.
- C. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved contract documents and ACI 318, Sections 8.1.3 and 21.2.8 prior to and during placement of concrete; continuous.
- D. Anchors Installed in Hardened Concrete: Verify compliance with ACI 318, Sections 3.8.6, 8.1.3, and 21.2.8; periodic.
- E. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.
- F. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172/C172M, ASTM C31/C31M and ACI 318, Sections 5.6 and 5.8 and record the following, continuous:
  1. Slump.
  2. Air content.
  3. Temperature of concrete.
- G. Concrete and Shotcrete Placement: Verify application techniques comply with approved contract documents and ACI 318, Sections 5.9 and 5.10; continuous.

- H. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, Sections 5.11 through 5.13; periodic.
- I. Prestressed Concrete: Verify compliance with approved contract documents; continuous.
  - 1. Application of prestressing forces: Verify compliance with ACI 318, Section 18.20.
  - 2. Grouting of bonded prestressing tendons in seismic force-resisting system: Verify compliance with ACI 318, Section 18.18.4.
- J. Precast Concrete Members: Verify erection techniques and placement comply with approved contract documents and ACI 318, Chapter 16; periodic.
- K. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, Section 6.2, for the following.
  - 1. Prestressed members, prior to stressing of tendons; periodic.
  - 2. Beams and structural slabs, prior to removal of shores and forms; periodic.
- L. Formwork Shape, Location and Dimensions: Verify compliance with approved contract documents and ACI 318, Section 6.1.1; periodic.
- M. Materials: If the Contractor cannot provide sufficient data or documentary evidence that concrete materials conform to the quality standards of ACI 318, the AHJ will require that the Special Inspector verify compliance with the appropriate standards and criteria in ACI 318, Chapter 3.

### **3.04 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION**

- A. Masonry Structures Subject to Special Inspection:
  - 1. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- B. Verify each item below complies with approved contract documents and the applicable articles of ACI 530/530.1/ERTA.
  - 1. Inspections and Approvals:
    - a. Verify compliance with the required inspection provisions of the approved contract documents; periodic.
    - b. Verify approval of submittals required by contract documents; periodic.
  - 2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
  - 3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
  - 4. Joints and Accessories: When masonry construction begins, verify:
    - a. Proportions of site prepared mortar; periodic.
    - b. Construction of mortar joints; periodic.
    - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc; periodic.
    - d. Prestressing technique; periodic.
    - e. Grade and size of prestressing tendons and anchorages; periodic.
  - 5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
    - a. Size and location of structural elements; periodic.
    - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
    - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
    - d. Welding of reinforcing bars; continuous.
    - e. Preparation, construction and protection of masonry against hot weather above 90 degrees F and cold weather below 40 degrees F; periodic.
    - f. Application and measurement of prestressing force; continuous.
  - 6. Grouting Preparation: Prior to grouting, verify:
    - a. Grout space is clean; periodic.
    - b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.

- c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
  - d. Correctly constructed mortar joints; periodic.
- 7. Prestressing Bonded Tendons: Verify placement after grouting; continuous.
- 8. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.
- C. Engineered Masonry in Buildings Designated as "Essential Facilities": Verify compliance of each item below with approved contract documents and the applicable articles of ACI 530/530.1/ERTA.
  - 1. Inspections and Approvals:
    - a. Verify compliance with the required inspection provisions of the approved contract documents; periodic.
    - b. Verify approval of submittals required by contract documents; periodic.
  - 2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction and upon completion of each 5,000 square feet increment of masonry erected during construction; periodic.
  - 3. Preblended Mortar and Grout: Verify proportions of materials upon delivery to site; periodic.
  - 4. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
  - 5. Engineered Elements, Joints, Anchors, Grouting, Protection: Verify compliance of each item below with approved contract documents and referenced standards.
    - a. Proportions of site prepared mortar; periodic.
    - b. Placement of masonry units and construction of mortar joints; periodic.
    - c. Placement of reinforcement, connectors, prestressing tendons, anchorages, etc.; periodic.
    - d. Grout space prior to grouting; continuous.
    - e. Placement of grout; continuous.
    - f. Placement of prestressing grout; continuous.
    - g. Size and location of structural elements; periodic.
    - h. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; continuous.
    - i. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
    - j. Welding of reinforcing bars; continuous.
    - k. Preparation, construction and protection of masonry against hot weather above 90 degrees F and cold weather below 40 degrees F; periodic.
    - l. Application and measurement of prestressing force; continuous.
  - 6. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; continuous.

### **3.05 SPECIAL INSPECTIONS FOR SOILS**

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
  - 1. Design bearing capacity of material below shallow foundations; periodic.
  - 2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
  - 3. Materials, densities, lift thicknesses; placement and compaction of backfill; continuous.
  - 4. Subgrade, prior to placement of compacted fill; periodic.
- B. Testing: Classify and test excavated material; periodic.

### **3.06 SPECIAL INSPECTIONS FOR VERTICAL MASONRY FOUNDATION ELEMENTS**

- A. Vertical Masonry Foundation Elements are subject to the same special inspection requirements listed in the "Special Inspections for Masonry Construction" Article of this section.

### **3.07 SPECIAL INSPECTIONS FOR FIRE RESISTANT PENETRATIONS AND JOINTS (IBC 1705.16)**

- A. Verify penetration firestops in accordance with ASTM E2174.
- B. Verify fire resistant joints in accordance with ASTM E2393.

- C. For Penetration Firestop Systems, General:
  - 1. Verify the documents and submitted drawings reference tested and listed applicable through and membrane penetration assemblies containing sealants, devices and/or other materials tested to ASTM E814 or UL 1479 by accredited testing agencies. These systems should be published and readily available via the internet or other means.
  - 2. Verify that the Through-Penetration System being used has been tested to the hourly rating necessary (ie. 1 hr., 2 hr., etc.) based on the type of assembly being penetrated.
  - 3. Verify compliance of fire resistant penetration and joint materials with specific fire-rated assemblies shown in the approved contract documents, and with the applicable requirements of the building code.
  - 4. Perform special inspections after rough installation of electrical, mechanical, plumbing, automatic fire sprinkler and suspension systems for ceilings.
- D. Physical and visual tests: Verify compliance with fire-resistance rating.
  - 1. Penetration firestops; periodic. Listed systems shall be inspected in accordance with ASTM E 2393.
  - 2. Fire-Resistant joint systems; periodic. Listed systems shall be inspected in accordance with ASTM E 2393.
- E. Firestopping shall be installed by an FM 4991 Approved Firestop Contractor and/or UL Qualified Firestop Contractor. The installer shall issue to AHJ or Owner a Certificate of Conformance confirming that the work has been carried out in accordance with specifications.
- F. Independent inspection agency employed and paid by owner, will examine penetration firestopping in accordance with ASTM E – 2174, "Standard Practice for On-Site Inspection of Installed Fire Stops and ASTM E-2393, "Standard Practice for On-Site Inspection of Installed Fire Stop Joint Systems.
- G. Through-penetration firestop systems, concealed draftstop and fireblock systems. All through-penetration firestopping, draftstopping and fireblocking shall be subject to periodic special inspection prior to concealment to determine compliance with the approved construction documents. Listed systems shall be inspected for compliance with their listing.
  - 1. Exception: Through-penetration firestop systems may be inspected in accordance with ASTM E2174-14 when authorized by the registered design professional of record and when the contractor applies the procedures established in that standard.
- H. In accordance with ASTM E2174 and ASTM E2393 conflict-of-interest guidelines, inspections, including destructive testing, shall not be performed by installers, manufacturers, or suppliers, or competitors of any of these entities, of the material being inspected.
- I. For Fire Resistive Joint Systems: Including Mechanical Fire Barrier Systems:
  - 1. Verify the documents and submitted drawings reference tested and listed fire resistive joint systems tested to ASTM E1966 or UL 2079 by accredited testing laboratories or certified third party testing agencies. These systems should be published or readily available via the internet or other means.
  - 2. Verify the documents and submitted drawings have been reviewed by the Project Design Professional and/or the structural engineer and that they meet the allowable movement requirements.
  - 3. Verify the documents and submitted drawings reference systems that have been tested for the required amount of movement. A system listing a nominal 1 inch joint width with 25% compression or extension, actually allows for a movement of 1/4" of compression and 1/4" of extension
  - 4. Verify the rating of the joint system is equal to the rating of the assemblies it is connecting. The code requires that the rating of a joint system shall not be less than the fire resistive ratings of the adjacent assemblies.
- J. For Perimeter Fire Barrier Systems (Curtain Walls):
  - 1. Verify documents and submitted drawings reference legitimate listed Perimeter Fire Barrier Systems. Documents referencing only fire resistive joint systems such as FF, FW or HW should not be accepted for curtain wall applications.

2. Verify the rating of the system is greater than or equal to the rating of the floor. The continuity requirements within the building codes state that the rating of a floor assembly must extend to and be tight against an exterior wall.
  3. Verify that the firestop material to be used is classified and listed for use in Perimeter Fire Barrier Systems. All other materials should not be used.
  4. Verify documents reference systems that have been tested with windows or vision glass if the building has glazing close to the safing area. Some systems were tested with glazing close to the safing area while other systems were for structures with limited glazing such as storage and warehouse facilities.
  5. Verify a stiff steel reinforcement member, if required, has been placed behind exposed curtain wall panel insulation. Typical stiffening members can be steel hat channels, "L" or "T" angles.
  6. Verify insulation type and brand used is listed within the tested system. Mineral wool is the typical insulation of choice. If mineral wool is used it must be installed to the correct compression and according to the correct orientation.
  7. If required by the tested system, verify insulation panels are securely fastened with mechanical fasteners per the listed system.
  8. Verify that exposed mullions, if required by the system, are covered with the proper insulating barrier securely fastened with mechanical fasteners per the system design.
  9. Verify safing clips or "Z" clips have been used if the system requires it.
  10. Verify coating or sealant has been applied to the proper depth. A common inspection practice is to be on site just prior to the addition of the sealant to verify the correct application thickness is being followed and to verify correct orientation of mineral wool. The inspector may request samples from the installing contractor after which the installing contractor shall make the necessary repairs to the destructively sampled area. A scale or caliper is sufficient for measuring the sealant depth.
- K. For Fire-Resistance-Rated Duct Enclosure Systems:
1. Verify the documents and submitted drawings reference legitimate fire resistive duct enclosure systems tested by accredited testing laboratories or certified third party testing agencies. These systems and insulation components should be listed, labeled, published and readily available via the internet or other means.
  2. Verify the duct enclosure system is tested to the appropriate Standard for the specific type of duct system. Grease duct enclosure systems are tested and listed per ASTM E2336, which includes a full scale ASTM E 119 engulfment test. HVAC duct enclosure systems are tested and listed per ISO 6944, Type A is for closed duct systems and Type B is for duct systems that contain openings.
  3. Verify the fire resistance rating of the duct enclosure system and corresponding firestop system are equal or greater than the required fire resistance ratings for the building construction assembly penetrated. For grease ducts, the IMC requires the fire resistance rating of the duct enclosure system be at least equivalent to the surrounding building construction assembly penetrated. The F and T ratings for the corresponding duct firestop system must also be at least equivalent to the duct enclosure system and the surrounding assembly. For HVAC ducts, the stability, integrity and fire resistance rating of the duct enclosure system must be at least equivalent to the rating of the construction assembly penetrated.
  4. Verify the field installation is consistent with the parameters of the listing and therefore compliant.
    - a. Duct System Type - kitchen grease exhaust, hazardous material exhaust, ventilation, supply/return, etc.
    - b. Duct Construction - dimensions, material, gauge, reinforcement, connections, vertical or horizontal orientation.
    - c. Enclosure System - labeled components, number of layers, fire rating, required clearance to combustibles, thickness and density of material, material joints (overlap of material, taping of cut edges or seams), etc.
    - d. Enclosure System Attachment - mechanical method of attachment to duct (typically steel banding and/or capacitor discharge insulation pins), components, spacing, gauge, etc.
    - e. Duct Supports - hanger system components, frequency of location, clearance to enclosure system, protection requirements.



- f. Access Door - field fabricated or prefabricated door construction and protection with enclosure system material must match design listing.
  - g. Firestop System - refer to design listing for fire rated assembly construction, annular space, packing material type and depth, and firestop material type and depth.
- L. Destructive testing of firestop systems shall be conducted in the following manner:
  - 1. Multiple locations shall be measured within a given application to provide evidence of compliance.
  - 2. For verification of sealant depth, measurements shall be made at all points of adhesion rather than towards the center of the seal.
  - 3. For systems incorporating integral packing or forming materials, verify proper type, density, compression, orientation of fiber, and depth.
  - 4. For sealants or coatings applied in joint systems and perimeter fire barrier systems, take measurements within a 12 inch (305 mm) sample for every 500 lineal feet (152 m), or as dictated by project specifications or client request. Within the 12 inch (305 mm) sample section, measure the thickness in eight (8) places. Measure the points of adhesion on each end of the sample and also on 4 inch (102 mm) centers.
  - 5. For sealants or coatings applied in penetration firestop systems, perform measurements on a given penetration system as follows:
    - a. Penetrations that are nominal 6 inches (152 mm) in diameter and larger shall be measured in four quadrants, to give eight independent thickness measurements.
    - b. Penetrations that are nominal less than 6 inches (152 mm) but greater than 2 inches (51 mm) in diameter shall be measured in three quadrants, to give six independent thickness measurements.
    - c. Penetrations that are nominal 2 inches (51 mm) or less in diameter shall be measured in two quadrants, to give four independent thickness measurements.
    - d. For third-party listed and labeled pre-formed firestop devices, factors including appropriate fasteners, rigid attachments, and visual verification of fully-intact device may be necessary at the discretion of the inspector.

### **3.08 SPECIAL INSPECTIONS FOR SMOKE CONTROL**

- A. Test smoke control systems as follows:
  - 1. Record device locations and test system for leakage after erection of ductwork but before starting construction that conceals or blocks access to system.
  - 2. Test and record pressure difference, flow measurements, detection function and controls after system is complete and before structure is occupied.

### **3.09 SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE**

- A. Structural Steel: Comply with the quality assurance plan requirements of AISC 341.
- B. Cold Formed Steel Light Frame Construction:
  - 1. Field welding; periodic.
  - 2. Screw attachment, bolting, anchoring and other fastening of components within the main seismic force-resisting system; periodic.
- C. Storage Racks and Access Floors: Anchorage; periodic.
- D. Architectural Components: Erection and fastening of components below; periodic.
  - 1. Exterior cladding.
  - 2. Interior and exterior veneer.
  - 3. Interior and exterior non-loadbearing walls and partitions.
- E. Mechanical and Electrical Components:
  - 1. Anchorage of electric equipment required for emergency or standby power systems; periodic.
  - 2. Installation and anchorage of other electrical equipment; periodic.
  - 3. Installation of piping systems for flammable, combustible or highly-toxic contents and associated mechanical units; periodic.
  - 4. Installation of HVAC ductwork that will contain hazardous materials; periodic.

5. Vibration isolation systems where the approved contract documents require a nominal clearance of 1/4 inch or less between support frame and seismic restraint; periodic.
- F. Designated Seismic System Verification: Verify label, anchorage or mounting conforms to certificate of compliance provided by manufacturer or fabricator.
- G. Seismic Isolation System:
  1. Fabrication and installation of isolator units; periodic.
  2. Fabrication and isolation of energy dissipation devices; periodic.
- H. Structural Testing for Seismic Resistance:
  1. Concrete reinforcement: Comply with ACI 318, Section 21.1.5.2.
    - a. Materials: Obtain mill certificates demonstrating compliance with ASTM A615/A615M; periodic.
    - b. Welding: Perform chemical tests complying with ACI 318, Section 3.5.2 to determine weldability; periodic.
  2. Structural Steel: Comply with the quality assurance requirements of AISC 341.
  3. Non-Structural Components:
    - a. General Design Requirements: Obtain manufacturer certification of compliance with requirements of ASCE 7, Section 13.2.1; periodic.
    - b. Designated Seismic Force-Resisting Non-Structural System Components: Obtain manufacturer certification of compliance with ASCE 7, Section 13.2.2; periodic.
  4. Seismically Isolated Structures: Test system in accordance with ASCE 7, Section 17.8
- I. Structural Observations for Seismic Resistance: Visually observe structural system for general conformance with the approved contract documents; periodic.

### **3.10 SPECIAL INSPECTIONS FOR WIND RESISTANCE**

- A. Cold Formed Steel Light Frame Construction:
  1. Field welding; periodic.
  2. Screw attachment, bolting, anchoring and other fastening of components within the main wind force-resisting system; periodic
- B. Wind Resisting Components:
  1. Roof cladding; periodic.
  2. Wall cladding; periodic.
- C. Structural Observations for Wind Resistance: Visually observe structural system for general conformance with the approved contract documents; periodic.

### **3.11 OTHER SPECIAL INSPECTIONS**

- A. Provide for special inspection of work that, in the opinion of the AHJ, is unusual in nature.
- B. For the purposes of this section, work unusual in nature includes, but is not limited to:
  1. Construction materials and systems that are alternatives to materials and systems prescribed by the building code.
  2. Unusual design applications of materials described in the building code.
  3. Materials and systems required to be installed in accordance with the manufacturer's instructions when said instructions prescribe requirements not included in the building code or in standards referenced by the building code.
- C. Alternative Test Procedures: Where approved rules and standards do not exist, test materials and assemblies as required by AHJ or provide AHJ with documentation of quality and manner in which those materials and assemblies are used.
- D. Load Tests:
  1. Proposed Construction and Construction in Progress: Where required by code, conduct tests listed below.
    - a. Load test procedures specified in code; periodic.
    - b. Load test procedures not specified in code; periodic.
    - c. Loadbearing Wall and Partition Assemblies: Load test with and without window framing; periodic.

- d. Exterior Window and Door Assemblies: Wind load design pressure test; periodic.
- 2. Completed Construction: Where required by code, conduct tests listed below.
  - a. Load test procedures specified in code; periodic.
  - b. Load test procedures not specified in code; periodic.

### **3.12 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES**

- A. Special Inspection Agency shall:
  - 1. Verify samples submitted by Contractor comply with the referenced standards and the approved contract documents.
  - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified reference standards.
  - 4. Ascertain compliance of materials and products with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of work or products.
  - 6. Perform additional tests and inspections required by Architect.
  - 7. Attend preconstruction meetings and progress meetings.
  - 8. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **3.13 TESTING AGENCY DUTIES AND RESPONSIBILITIES**

- A. Testing Agency Duties:
  - 1. Test samples submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Architect, Owner and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of work or products.
  - 6. Perform additional tests and inspections required by Architect.
  - 7. Attend preconstruction meetings and progress meetings.
  - 8. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **3.14 CONTRACTOR DUTIES AND RESPONSIBILITIES**

- A. Contractor Responsibilities, General:

1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
  2. Cooperate with agency and laboratory personnel; provide access to the work, to manufacturers' facilities, and to fabricators' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to work to be tested or inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
    - c. To facilitate tests or inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
  5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- B. Contractor Responsibilities, Seismic Force-Resisting Systems: Submit written statement of responsibility for each item listed to AHJ and Owner prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.
- C. Contractor Responsibilities, Wind Force-Resisting Systems: Submit written statement of responsibility for each item listed to AHJ and Owner prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.

### **3.15 MANUFACTURERS' AND FABRICATORS' FIELD SERVICES**

- A. When specified in individual specification sections, require material suppliers, assembly fabricators, or product manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, to test, adjust, and balance equipment, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
  1. Observer subject to approval of Architect.
  2. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

#### **END OF SECTION**

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES**

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Fire Protection.
- D. Temporary Barriers, Fencing and Enclosures.
- E. Protection of Installed Work.
- F. Security requirements.
- G. Vehicular access and parking.
- H. Cleaning and Waste removal facilities and services.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 51 00 - Temporary Utilities.

**1.04 REFERENCE STANDARDS**

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.

**1.05 GENERAL**

- A. Comply with codes and regulations regarding potable drinking water, sanitation, dust control, fire protection, and other temporary controls.
- B. Interruptions of the utility service to the existing property is not permitted. However, in the event such interruption is needed, obtain written approval from the Owner's Representative a minimum of 72 hours prior to disconnection or shutting off any service or utility. Contractor shall notify Owner of any planned interruption of utilities and services in writing.
- C. Remove all temporary facilities and construction from the site as soon as practical and possible and in the opinion of the Owner's Representative the progress of the work deems it practical.
- D. Restore and refurbish the areas of the site occupied by the temporary facilities to a form acceptable to the Architect and the Owner's Representative.

**1.06 TEMPORARY UTILITIES - SEE SECTION 01 51 00**

**1.07 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.
  - 2. WIFI connection: High speed/ broad band internet service shall be provided.

**1.08 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.09 TEMPORARY FIRE PROTECTION**

- A. Provide the required quantity of fire extinguishers, UL labeled ABC all-purpose for protection of the Work.

- B. Provide temporary field office, storage and sheds with required fire extinguishers.
- C. Comply with fire insurance and governing agencies.

#### **1.10 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and a temporary exit and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.11 FENCING**

- A. Construction: Commercial grade chain link fence.
- B. Provide 8 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Gates in the fencing are to be located to provide access to work areas. Provide locks for each gate.
- D. Close and lock access to work after working hours.

#### **1.12 EXTERIOR ENCLOSURES**

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

#### **1.13 PROTECTION OF INSTALLED WORK**

- A. Protect all installed work.
- B. Provide temporary and removable barriers for installed work.
- C. Provide special protection as required by specification sections and in accordance with manufacturer's written instructions.
- D. Provide protective covering at all openings.
- E. Provide protection of finished floors and other surfaces subject to traffic and movement of heavy objects with plywood sheeting and waterproof cover.
- F. Prohibit traffic or storage on any waterproofed or roofed surface. If traffic or storage is required for any reason, provide for protection of the surface in accordance with the manufacturer's written instructions.
- G. Prohibit traffic or storage in any new or existing landscaped area.

#### **1.14 SECURITY**

- A. Provide security and facilities to protect Work, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

#### **1.15 VEHICULAR ACCESS AND PARKING**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Restrict site access and parking to areas designated by the Owner.
- E. Provide means of removing mud from vehicle wheels before entering streets.

- F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- G. Existing parking areas located at \_\_\_\_\_ may be used for construction parking.
- H. Provide one parking space for Owner use.
- I. Provide one parking space for Architect use.

#### **1.16 CLEANING AND WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition. Do not allow to accumulate.
- B. Provide containers with lids. Remove trash from site daily.
- C. Remove all debris from enclosed spaces such as plenums, chases, pipe chases, and all other enclosed spaces prior to enclosing the space.
- D. At a minimum, broom clean and vacuum interior areas prior to the start of installing surface finishes. Thereafter, continue cleaning to eliminate dust and any other deleterious matter.
- E. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### **1.17 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 51 00**  
**TEMPORARY UTILITIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 50 00 - Temporary Facilities and Controls:
  - 1. Temporary telecommunications services for administrative purposes.
  - 2. Temporary sanitary facilities required by law.

**1.03 TEMPORARY ELECTRICITY**

- A. Cost: By Owner.
- B. Provide power service required from utility source.
- C. Power Service Characteristics: \_\_\_\_ volt, \_\_\_\_ ampere, three phase, four wire.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
- E. Provide main service disconnect and over-current protection at convenient location and meter.
- F. Permanent convenience receptacles may be utilized during construction.
- G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
  - 1. Provide 20 ampere duplex outlets, single phase circuits for power tools for every 200 sq ft of active work area.
  - 2. Provide 20 ampere, single phase branch circuits for lighting.

**1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft .
- B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Maintain lighting and provide routine repairs.

**1.05 TEMPORARY HEATING**

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.
- D. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

**1.06 TEMPORARY COOLING**

- A. Cost of Energy: By Contractor.
- B. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- C. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.



- D. Prior to operation of permanent equipment for temporary cooling purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

#### **1.07 TEMPORARY VENTILATION**

#### **1.08 TEMPORARY WATER SERVICE**

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Connect to existing water source.
  - 1. Exercise measures to conserve water.
- D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 58 13**  
**TEMPORARY PROJECT SIGNAGE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project identification sign.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Responsibility to provide signs.

**1.03 REFERENCE STANDARDS**

- A. FHWA (SHS) - Standard Highway Signs; Federal Highway Administration; 2004.

**1.04 QUALITY ASSURANCE**

- A. Design sign and structure to withstand 50 miles/hr wind velocity.
- B. Sign Painter: Experienced as a professional sign painter for minimum 5 years.
- C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

**1.05 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements for submittal procedures.
- B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

**PART 2 PRODUCTS**

**2.01 SIGN MATERIALS**

- A. Structure and Framing: New, wood, structurally adequate.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 1 inch thick, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized.
- D. Paint and Primers: Exterior quality, two coats; sign background of white color.
- E. Lettering: Exterior quality paint, contrasting colors.

**2.02 PROJECT IDENTIFICATION SIGN**

- A. One painted sign, 48 sq ft area, bottom 6 feet above ground.
- B. Content:
  - 1. Project number, title, logo and name of Owner as indicated on Contract Documents.
  - 2. Names and titles of authorities.
  - 3. Names and titles of Architect and Consultants.
  - 4. Name of Prime Contractor and major Subcontractors.
- C. Graphic Design, Colors, Style of Lettering: Designated by Architect.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
- B. Erect at location of high public visibility adjacent to main entrance to site.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.
- E. Paint exposed surfaces of sign, supports, and framing.

**3.02 MAINTENANCE**

- A. Maintain signs and supports clean, repair deterioration and damage.

### **3.03 REMOVAL**

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

**END OF SECTION**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary:
- B. Section 01 25 00 - Substitution Procedures: for Substitution Requirements.
- C. Section 01 33 00 - Submittal Requirements:
- D. Section 01 40 00 - Quality Requirements:
- E. Section 01 42 16 - Definitions - Definitions:

**1.04 REFERENCE STANDARDS**

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.
- B. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.
- C. NEMA MG 1 - Motors and Generators; 2014.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.05 DEFINITIONS**

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

**1.06 SUBMITTALS**

- A. Refer to Section 01 33 00 - Submittal Requirements, for additional submittal requirements.

- B. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- C. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- F. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

#### **1.07 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
- B. Reused Products: Materials and equipment previously used in this or other construction, salvaged and refurbished as specified.
  - 1. Wood fabricated from timber abandoned in transit after harvesting is considered reused, not recycled.
  - 2. Acceptable Evidence: Information about the origin or source, from Contractor or supplier.

#### **1.08 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

#### **1.09 PRODUCT WARRANTIES**

- A. Submittal Time: Comply with requirements in Section 01 78 00 - Closeout Procedures and Submittals.
- B. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents. Refer to Section 01 78 36 - Warranties and Bonds.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- C. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

### **PART 2 PRODUCTS**

#### **2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.
- E. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
  1. See drawings for list of items required to be salvaged for reuse and relocation.
  2. If reuse of other existing materials or equipment is desired, submit substitution request.

#### **2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
  1. Made using or containing CFC's or HCFC's.
  2. Made of wood from newly cut old growth timber.
  3. Containing lead, cadmium, asbestos.
- C. Where all other criteria are met, Contractor shall give preference to products that:
  1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
  3. Are extracted, harvested, and/or manufactured closer to the location of the project.
  4. Have longer documented life span under normal use.
  5. Result in less construction waste.
  6. Are made of vegetable materials that are rapidly renewable.
  7. Are made of recycled materials.

8. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
  9. If bio-based, other than wood, are or are made of Sustainable Agriculture Network certified products.
- D. Provide interchangeable components of the same manufacture for components being replaced.
  - E. Motors: Refer to Electrical Drawings, NEMA MG 1 Type. Specific motor type is specified in individual specification sections.
  - F. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
  - G. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

## 2.03 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Products specified by stating that the Contract Documents are based on a Product by a single manufacturer followed by the statement "Equivalent products by the following manufacturers are acceptable":
  1. Select the specified Product or a Product by a named manufacturer having equivalent or superior characteristics to the specified Product and meeting the requirements of the Contract Documents.
  2. If the specified Product is not selected, submit Product Data to substantiate compliance of proposed Product with specified requirements.
  3. The specified Product establishes the required standard of quality.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Article 3.01 of this Specification.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Products specified by naming one Product followed by the statement "Substitutions: Not permitted": Substitutions will not be allowed.
- F. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
  1. Select any Product meeting the specified standard.
  2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.

- G. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- H. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- I. Products specified by required performance or attributes, without naming a manufacturer or Product:
  - 1. Select any Product meeting specified requirements.
  - 2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.

#### **2.04 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site and by the Contractor; obtain receipt prior to final payment.

### **PART 3 EXECUTION**

#### **3.01 SUBSTITUTION PROCEDURES - REFER TO SECTION 01 25 00 - SUBSTITUTION PROCEDURES.**

#### **3.02 OWNER-FURNISHED PRODUCTS**

- A. Refer to Section 01 42 16 - Definitions for specific requirements for:
  - 1. OWNER FURNISHED - OWNER INSTALLED (OFOI) products.
  - 2. OWNER FURNISHED - CONTRACTOR INSTALLED (OFCI) products.
- B. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
  - 1. Contractor shall provide a written schedule to the Owner indicating when the Owner Furnished items must be received at the project site to insure the Project completion in accordance with the established schedule. Such dates shall be shown on the schedule.
  - 2. Review Owner reviewed shop drawings, product data, and samples.
  - 3. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 4. Handle, store, install and finish products.
  - 5. Repair or replace items damaged after receipt.

#### **3.03 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.



### **3.04 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels visible, intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 01 73 00**  
**EXECUTION REQUIREMENTS**

**PART 1 -GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SUMMARY**

- A. Section includes: General procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
  - 8. Adjustment of the Work
  - 9. Final Cleaning
  - 10. General requirements for maintenance service.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary:
- B. Section 01 30 00 - Administrative Requirements: For Coordination Drawing requirements.
- C. Section 01 40 00 - Quality Requirements:
- D. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 51 00 - Temporary Utilities:
- F. Section 01 73 29 - Cutting and Patching:
- G. Section 01 78 00 - Closeout Procedures and Submittals:
- H. Section 01 78 36 - Warranties and Bonds:
- I. Individual Product Specification Sections:
  - 1. Advance notification to other sections of openings required in work of those sections.
  - 2. Limitations on cutting structural members.

**1.04 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**1.05 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.06 QUALIFICATIONS**

- A. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in Nevada.

**1.07 PROJECT CONDITIONS**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
  - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
  - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- D. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
  - 2. Outdoors: Limit conduct of noisy exterior work to hours approved by the Owner's Representative.
  - 3. Indoors: Limit conduct of noisy interior work to hours approved by the Owner's Representative.

## **1.08 COORDINATION**

- A. Verify all dimensions and conditions at the site.
- B. Coordinate the Work of this section with all trades.
- C. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- D. Notify affected utility companies and comply with their requirements.
- E. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- F. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- G. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- H. Coordinate completion and clean-up of work of separate sections.
- I. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- J. All work, including materials and workmanship, shall conform to the requirements of applicable local codes, laws, ordinances, the adopted building codes, ANSI A117.1 - Guidelines for Accessible & Useable Buildings and Facilities, and ADAAG- ADA Accessibility Guidelines for Buildings & Facilities.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the maximum allowable VOC levels.

## **PART 3 -EXECUTION**

### **3.01 EXAMINATION**

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Before construction, verify the location and points of connection of utility services.
- C. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- D. Acceptance of Conditions:
  - 1. Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations. Start of work means acceptance of existing conditions.
  - 2. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- E. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- F. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- G. Examine and verify specific conditions described in individual specification sections.
- H. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- I. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
- J. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- K. Notify Owner and Architect of discrepancies prior to commencement of Work.

### **3.02 PREINSTALLATION CONFERENCES - REFER TO SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS.**

### **3.03 PREPARATION**

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### **3.04 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
  - 7. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
  - 8. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
  - 9. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### **3.05 FIELD ENGINEERING**

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

### **3.06 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level, unless otherwise indicated.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- D. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
  4. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- G. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- H. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- I. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.07 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
  4. Site: Maintain Project site free of waste materials and debris.
  5. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
    - a. Remove liquid spills promptly.
    - b. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  6. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
  7. Concealed Spaces: Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
  8. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
  9. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
  10. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
  11. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
  12. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.08 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

### **3.09 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Section 01 73 29 - Cutting and Patching.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
  - 2. Restore permanent facilities used during construction to their specified condition.
  - 3. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
  - 4. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
  - 5. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

### **3.10 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 79 00 - Demonstration and Training.

### **3.11 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.12 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: Refer to Drawings.

### **3.13 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Execute final cleaning prior to Substantial Completion.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- C. Use cleaning materials that are nonhazardous.
- D. Clean interior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- F. Remove tools, construction equipment, machinery, and surplus material from Project site.
- G. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
  - 1. Avoid disturbing natural weathering of exterior surfaces.
  - 2. Restore reflective surfaces to their original condition.
- H. Remove debris and surface dust from limited access spaces, including plenums, shafts, equipment vaults, and similar spaces.
- I. Sweep concrete floors broom clean in unoccupied spaces.
- J. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

- K. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- L. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- M. Replace filters of operating equipment. Clean exposed surfaces of diffusers, registers, and grills.
- N. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1. Clean HVAC system in compliance with NADCA Standard; 2013. Provide written report on completion of cleaning.
- O. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- P. Clean debris from roofs, gutters, downspouts, and drainage systems.
- Q. Clean site; sweep paved areas, rake clean landscaped surfaces.
- R. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- S. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- T. Clean Owner-occupied areas of work.
- U. Provide Project Manager with clean material's MSDS sheets.

#### **3.14 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**



**SECTION 01 73 29**  
**CUTTING AND PATCHING**

**PART 1 -GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SUMMARY**

- A. This section specifies the cutting and patching of nominally completed and/or previously existing work in order to accommodate the coordination of Work, to install other Work, to uncover other Work for access or inspection, to obtain samples for testing, or for similar purposes; and excludes integral cutting and patching during the manufacturing, fabricating, erecting, and installing of individual units of Work, including attendant excavation and backfill necessary to complete the Work.
- B. Refer to other sections of the Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
  - 1. Comply with NFPA 51B standard for fire prevention in use of cutting and welding processes.

**1.03 RELATED SECTIONS**

- A. Section 01 73 00 - Execution Requirements: For final cleaning requirements.
- B. Section 07 84 00 - Firestopping: For patching fire rated construction.

**1.04 DEFINITIONS**

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

**1.05 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements - Administrative Requirements, for submittal procedures.
- B. Minimum 2 week notification in advance of executing any cutting or alterations, submit written request(s) to the Owner for consent to proceed with cutting which affects:
  - 1. Work of Owner or other trades.
  - 2. Structural value or integrity of any element of the Project.
  - 3. Integrity or effectiveness of weather -exposed or moisture- resistant elements or systems.
  - 4. Efficiency, operational life, maintenance or safety of operational elements.
  - 5. Visual qualities of sight- exposed elements.
  - 6. Owner operations.
- C. Product Data:
  - 1. Submit manufacturer's product data for the protective compound to be applied to core-drilled surfaces and cut concrete surfaces
- D. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Necessity: Describe why cutting and patching cannot be avoided.
  - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Description of proposed Work:
    - a. Scope of cutting, patching, alteration, or excavation.
    - b. Trades which will execute Work.
    - c. Products proposed to be used.
    - d. Extent of refinishing to be done.

4. Dates: Indicate when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Cost proposal, when applicable.
8. Written permission of trades whose Work will be affected.
9. Architects Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

#### **1.06 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements without written approval from Structural Engineer.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include (but are not limited to) the following:
  1. Primary LRT operational, systems, and equipment (trackwork, ductbank, signals, ticket vending/validator, CCTV, variable message boards, Overhead Catenary System etc.).
  2. Utility systems piping, drains (storm and sanitary) and plumbing.
  3. Communication systems (fiber optic).
  4. Electrical wiring systems (lighting, etc.) and vaults.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
  1. Water, moisture, or vapor barriers.
  2. Joint material.
  3. Membranes and flashings.
  4. Exterior curtain-wall construction.
  5. Equipment supports.
  6. Piping, ductwork, vessels, and equipment.
  7. Noise-and vibration-control elements and systems.
  8. Handrails and fences.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
    - a. Processed concrete finishes.
    - b. Stonework and stone masonry.
    - c. Ornamental metal.
    - d. Matched-veneer woodwork.
    - e. Preformed metal panels.
    - f. Roofing.
    - g. Firestopping.
    - h. Window wall system.
    - i. Stucco and ornamental plaster.
    - j. Terrazzo.

- k. Finished wood flooring.
- l. Fluid-applied flooring.
- m. Aggregate wall coating.
- n. Wall covering.
- o. HVAC enclosures, cabinets, or covers.

#### **1.07 PAYMENT FOR COSTS**

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of Architect and Engineer to be paid by Contractor.
- B. Cost of Work done on written instructions of Architect, other than defective or nonconforming Work, will be paid by Owner on approval by the Owner, on approval of written Change Order. Provide written cost proposals prior to proceeding with cutting and patching proposed by Architect.

#### **1.08 WARRANTY**

- A. See Section 01 78 36 – Warranties and Bonds; for additional warranty requirements.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

### **PART 2 -PRODUCTS**

#### **2.01 MATERIALS**

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Provide for replacement of Work removed.
- C. Where required patch materials are not specified, use materials which will result in equal or better work than work being cut and patched in terms of performance characteristics and visual effects.
- D. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.
- E. Compound Applied to Core-Drilled Surfaces and Cut Concrete Surfaces:
  - 1. After core-drilling and before installing the utility or equipment through the penetration, coat exposed concrete and steel with solvent-free, two-component, epoxy protective coating.
  - 2. Product and Manufacturer: Provide one of the following:
    - a. Sikagard 62, by Sika Corporation.
    - b. Or approved equal.
- F. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 33 00.

### **PART 3 -EXECUTION**

#### **3.01 EXAMINATION**

- A. Inspect existing conditions of Work, including elements subject to movement or damage during cutting and patching, and excavating and backfilling. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
- B. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
- D. Report unsatisfactory or questionable conditions in writing to Owner and Architect and Engineer. Do not proceed with work until further instructions are received.

#### **3.02 PREPARATION**

- A. Contractors shall be responsible for exact location and size of all holes, sleeves, and openings required to be cut, formed, built-in or necessary for their work.

- B. Temporary Support: Provide shoring, bracing and supports as necessary to maintain structural integrity of work.
- C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  - 2. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes as shown on Drawings and as specified.
  - 3. Fit Work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces. Conform to fire code requirements for penetrations and maintain integrity of fire walls and ceilings.
  - 4. Restore Work which has been cut or removed. Install new products to provide completed Work in accordance with requirements of Contract Documents and as required to match surrounding areas and surfaces.
- B. Coring: Core-drill holes to be cut through concrete and masonry walls, slabs, or arches, unless otherwise accepted by Engineer in writing.
  - 1. Perform coring with non-impact rotary tool using diamond core-drills. Size holes for pipe, conduit, sleeves, equipment or mechanical seals, as required, to be installed through the penetration.
  - 2. Do not core-drill through electrical conduit or other utility lines embedded in walls or slabs without approval of Engineer. To extent possible, avoid cutting reinforcing steel in slabs and walls.
  - 3. Protection:
    - a. Protect existing equipment, utilities, and adjacent areas from water and other damage covered by core-drilling operations.
    - b. After core-drilling and before installing the utility or equipment through the penetration, coat exposed concrete and steel with protective coating material indicated in Paragraph 2.01.E of this Section. Apply protective coating in accordance with manufacturer's instructions.
- C. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete, Stucco and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
  - 6. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  - 7. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

8. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  9. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  10. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
  11. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Concrete Masonry Units: Provide new materials of same texture, color, and size. Toothing new masonry into existing. Match joint size, profile and color to existing.
- E. Floor Finishes:
1. Cut back and reinstall including carpeting and pad to accommodate installation of doors and trim. Provide new tack strips, trim and padding as required for a complete and finished installation.
  2. Patch wood flooring with compatible species of wood. Finish with stain to match existing, and three coats of polyurethane floor varnish.
  3. Patch concrete terrazzo floors where required with compatible material to provide a finished installation.
- F. Electrical: Extend existing electrical devices where application of new drywall or installation of new duct enclosures is required. Devices include lights, fans, receptacles, switches, telephone jacks, cable TV jacks, thermostats, smoke detectors, audio jacks and other electrical systems. Provide new plaster rings, boxes and wiring as needed and in conformance with electrical codes.
- G. Drywall: Patch drywall with new materials to provide a level surface with texture to match adjacent surface. Use metal trim at corners. Where drywall butts dissimilar materials, use metal "LC" trim that is taped into drywall leaving a finished appearance with no metal showing. Use perforated joint tape and ready mixed joint compound on joints.
- H. Plaster: Provide an even surface of uniform finish, color, texture, and appearance. Match texture of adjacent surface. Remove existing wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- I. Stucco: Mix and apply stucco in two coats to match existing texture. Provide new wire lath and corner beads if required by conditions. If existing stucco is an integral color material provide new stucco in matching integral color.
- J. Painting: Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire wall surface containing the patch to the edges of natural breaks. Provide additional coats until patch blends with adjacent surfaces.
- K. Existing Hardware Removal: Where existing window and door frames remain in openings that have new products installed, complete the following:
1. Remove existing hardware and hardware parts which are no longer in use.
  2. Patch holes remaining after removal. Fill holes more than 1/4 inch deep with wood infill, glued in place. Holes less than 1/4 inch deep may be filled with wood or with spackle.
  3. Patch to blend with existing surface. Sand smooth and paint to match.

### **3.04 CLEANING**

- A. Refer also to Section 01 73 00 - Execution Requirements for final cleaning requirements.
- B. Cleaning and Restoration:
1. Clean areas and spaces where cutting, coring, or patching were performed.
  2. Clean piping, conduit, and similar constructions before applying paint or other finishing materials.
  3. Restore damaged coverings of pipe and other utilities to original condition

### **END OF SECTION**

**SECTION 01 78 00**  
**CLOSEOUT PROCEDURES AND SUBMITTALS**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES**

- A. Administrative and procedural requirements for contract closeout including, but not limited to the following: (as part of Set of Manuals & Documents for Commissioning process) Inspection procedures including Pre-Functional Checklists and Pre-Substantial Checklists.
- B. Functional Testing Procedures (part of Commissioning process)
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Substantial Completion procedures.
- F. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 1 through 48 and shall be coordinated with this Section

**1.03 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements:
- B. Section 01 73 00 - Execution Requirements:
- C. Section 01 78 36 - Warranties and Bonds.
- D. Section 01 79 00 - Demonstration and Training
- E. Individual Product Sections: Specific requirements for operation and maintenance data.
- F. Individual Product Sections: Warranties required for specific products or Work.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
  - 1. Provide duplicate, notarized copies of the documents required in the Final Completion and Final Payment article of the General Conditions.
- C. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.

**1.05 SUBSTANTIAL COMPLETION**

- A. Definition: Substantial Completion is that condition which occurs when the Owner accepts the certification of the Architect that construction is sufficiently complete in accordance with the Contract Documents so that the Project may be occupied for the use for which it is intended.
- B. Contractor Notification: When Contractor considers work substantially complete, and after the building commissioning and training, submit written declaration to the Architect that Work or designated portion thereof, is substantially complete. Include list of items to be completed or corrected.
- C. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (Contractor's punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar re-leases.
  5. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  6. Prepare and submit: Completed Commissioning Manual including but not limited to - Summary by specification # Record of Approved Submittals and Samples, Project Record Documents (including but not limited to As-Built Record Drawings, As-Built Record Specifications, Operating and Maintenance Manuals, Certification of No Asbestos Products Incorporated in Project, Completed Punch Lists, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records and Specification compliant Final Report.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in heat and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  15. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  16. Prior to preliminary Substantial Completion and Inspection - Submit:
    - a. Operating and Maintenance Data
    - b. Keys and keying schedule
    - c. Guarantees, Warranties and Bonds
    - d. Completed pre-substantial completion checklists
- D. Preliminary Inspection: Architect will make a preliminary inspection within 7 business days after receipt of Contractor's declaration.
- E. Submit a written request for inspection for Substantial Completion. Upon receipt of request, Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion A.I.A. Document G704 or similar, after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.
- F. Upon determining that Work is substantially complete, Architect will:
1. Punch List: Prepare a punch list of items to be completed or corrected, as determined by the inspection.
  2. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
    - a. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
    - b. Include the following information at the top of each page:
      - 1) Project name.
      - 2) Date.

- 3) Name of Architect and Construction Manager.
- 4) Name of Contractor.
- 5) Page number.
- c. Submit list of incomplete items in the following format:
  - 1) PDF electronic file.
3. Certificate: Prepare and process a certificate of substantial completion, containing:
  - a. Date of substantial completion.
  - b. Punchlist of items to be completed or corrected.
  - c. The time within which punchlist items shall be completed or corrected.
  - d. Date and time the Owner will take occupancy of Project or designated portion thereof.
  - e. Responsibilities of Owner and Contractor for:
    - 1) Insurance.
    - 2) Utilities.
    - 3) Operation and maintenance of mechanical, electrical and other systems.
    - 4) Maintenance and cleaning.
    - 5) Security.
  - f. Signatures of:
    - 1) Architect.
    - 2) General Contractor.
    - 3) Owner.
    - 4) Prime Contractor.
- G. Contractor is responsible for the following:
  1. Corrections: Complete all Work listed for completion or correction within designated time.
  2. Final Cleaning: Perform final cleaning.
- H. Occupancy: Using Agency will occupy Project or designated portions thereof under provisions stated in the Certificate of Substantial Completion.
- I. Complete All Work: At time of inspection, should substantial completion not be certified, Contractor shall complete the Work and resubmit declaration in accordance with the requirements of this Section.

#### **1.06 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
  1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and complete operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
  4. Submit consent of surety to final payment.
  5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  6. Submit pest-control final inspection report and warranty.
  7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Final Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection with Contractor or/and as appropriate notify Contractor of unfulfilled requirements to ensure completion of all Contract requirements.
- C. Closeout Documents: Architect will prepare and process closeout documents when all Work is considered finally complete in accord with Contract Document requirements including all Deliverable Documentation.



- D. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- E. Re-inspection Procedure:
  - 1. The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
  - 2. Upon successful completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. When necessary, reinspection will be repeated.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 CLOSEOUT PROCEDURES**

- A. Accompany Project Manager on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- B. Accompany Project Manager on preliminary final inspection.

### **3.02 CLOSEOUT SUBMITTALS**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Substantial Completion.
- D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- E. Owner will occupy all of the building as specified in Section 01 10 00.
- F. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- G. Accompany Project Coordinator on preliminary final inspection.
- H. Notify Architect when work is considered finally complete.
- I. Complete items of work determined by Architect's final inspection.

### **3.03 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
  - 7. Inspection Reports.
  - 8. Laboratory Test Records.
  - 9. Field Test Reports and Records.
  - 10. Factory Test Reports and Records.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Maintain for record purposes at a location approved by the Architect /Owner, electronic files for those shop drawings and other documents which are required to be submitted electronically. Ensure that backups of electronic files are made on a regular basis and stored at a remote location.
- D. Store record documents separate from documents used for construction.

- E. Record information concurrent with construction progress.
- F. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- G. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.
- H. Final Punchlist.
- I. Receipt from AHJ regarding substantial completion and certificate of occupancy.

#### **3.04 OPERATION AND MAINTENANCE DATA**

- A. Owner's Manual: Prior to final payment, provide three copies (two printed and one digital) hard-back, loose-leaf binders, and a "pdf" format file of same, containing the following required submittals and any others required in other Sections, suitably typed, indexed and labeled for ready reference, to the Owner with notification to the Architect of each transmittal and an affidavit that the Manual is complete and in accordance with the Project Specifications.
- B. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
  - 1. Warranties and certifications.
  - 2. Affidavit from General Contractor and subcontractors on use of asbestos free materials.
  - 3. Maintenance and operating instructions and parts list.
  - 4. List of extra materials delivered to Owner, signed by Owner's representative.
  - 5. Other items required by the Specifications.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

#### **3.05 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

### **3.06 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

### **3.07 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Submit two draft copies of the Operation and Maintenance Manuals a minimum of 14 days prior to requesting the inspection for Substantial Completion or the scheduled date for Substantial Completion, whichever is earliest.
- D. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- E. Prepare data in the form of an instructional manual.
- F. Prior to the final payment, submit to the Owner, one binder with the required information identified in this section.

- G. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- H. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- I. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- J. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- K. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- L. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- M. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- N. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- O. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Photocopies of warranties and bonds.
- P. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- Q. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

### **3.08 SPARE PARTS AND MAINTENANCE MATERIALS**

- A. Deliver spare parts, extra stock, tools and other items specified in individual specification sections to the Owner with a copy of the transmittal to the Architect. Label with manufacturer's name and model number where applicable. Obtain a signed and dated receipt from the Owner of this transfer.

#### **END OF SECTION**

**SECTION 01 78 36**  
**WARRANTIES AND BONDS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SECTION INCLUDES:**

- A. Warranties and bonds:

**1.03 SUMMARY**

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions and Standard Construction Management Agreement for additional terms and requirements affecting the Work.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. Manufacturer's warranties will begin upon Final Acceptance by Owner. Equipment was used, started or operated during construction period. "Acceptance" will be mutually agreed by Owner, Architect, Engineer and Owners Representative.

**1.04 RELATED SECTIONS**

- A. Section 01 30 00 - Administrative Requirements: Shop drawings, product data, and samples.
- B. Section 01 33 00 - Submittal Requirements: Submittals procedures.
- C. Section 01 78 00 - Closeout Procedures and Submittals: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

**1.05 DEFINITIONS**

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

**1.06 WARRANTY REQUIREMENTS**

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### **1.07 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- C. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- D. Warranties and Bonds:
  1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance, to Project Manager.
  2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment, to Project Manager.
  3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period, to Project Manager.
- E. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- F. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8- 1/2-by-11-inch paper.
  1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
  2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name, address and telephone number of the Contractor and equipment supplier; and name of responsible company principal.
  3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.01 LIST OF WARRANTIES**

- A. Schedule: Provide warranties on products and installations as specified in individual Sections in Divisions 2 through 28.

##### **3.02 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submission.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- G. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**END OF SECTION**

**SECTION 01 79 00**  
**DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 - General Requirements Specification Sections apply to this section.

**1.02 SUMMARY**

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required.
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Conveying systems.
  - 6. Landscape irrigation.
  - 7. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required.
  - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
  - 2. Finishes, including flooring, wall finishes, ceiling finishes.
  - 3. Fixtures and fittings.
  - 4. Items specified in individual product Sections.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 78 00 - Closeout Procedures and Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained.
  - 1. Submit to Architect for transmittal to Owner.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Provide an overall schedule showing all training sessions.
  - 4. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
- C. Training Manuals: Provide training manual for each attendee.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
  - 1. Identification of each training session, date, time, and duration.
  - 2. Sign-in sheet showing names and job titles of attendees.
  - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.



- E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
  - 1. Format: DVD Disc.
  - 2. Label each disc and container with session identification and date.

#### **1.05 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

### **PART 2 PRODUCTS - NOT USED**

### **PART 3 EXECUTION**

#### **3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

#### **3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- D. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  - 3. Typical uses of the O&M manuals.
- E. Product- and System-Specific Training:
  - 1. Review the applicable O&M manuals.
  - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
  - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  - 6. Discuss common troubleshooting problems and solutions.
  - 7. Discuss any peculiarities of equipment installation or operation.

8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- F. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION**



nevada  
Office of the Labor Commissioner



## 2017 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2016

APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED  
OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017\*

**\*Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."**

**As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.**

AIR BALANCE TECHNICIAN  
ALARM INSTALLER  
BOILERMAKER  
BRICKLAYER  
CARPENTER  
CEMENT MASON  
ELECTRICIAN-COMMUNICATION TECH.  
ELECTRICIAN-LINE  
ELECTRICIAN-NEON SIGN  
ELECTRICIAN-WIREMAN  
ELEVATOR CONSTRUCTOR  
FENCE ERECTOR  
FLAGPERSON  
FLOOR COVERER  
GLAZIER  
HIGHWAY STRIPER  
HOD CARRIER-BRICK MASON  
HOD CARRIER-PLASTERER TENDER  
IRON WORKER  
LABORER

2016-2017 Prevailing Wage Rates – Washoe County

MECHANICAL INSULATOR  
MILLWRIGHT  
OPERATING ENGINEER  
OPERATING ENG. STEEL FABRICATOR/ERECTOR  
OPERATING ENGINEER-PILEDRIIVER  
PAINTER  
PILEDRIIVER (NON-EQUIPMENT)  
PLASTERER  
PLUMBER/PIPEFITTER  
REFRIGERATION  
ROOFER (Does not include sheet metal roofs)  
SHEET METAL WORKER  
SPRINKLER FITTER  
SURVEYOR (NON-LICENSED)  
TAPER  
TILE /TERRAZZO WORKER/MARBLE MASON  
TRAFFIC BARRIER ERECTOR  
TRUCK DRIVER  
WELL DRILLER  
LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)  
SOIL TESTER (CERTIFIED)  
SOILS AND MATERIALS TESTER

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**PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES**  
**NRS 338.010(21) "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 workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

**In accordance with AB 172:**

The Labor Commissioner shall determine the prevailing wage to be 90 percent of the rate determined pursuant to paragraphs (a), (b) and (c) for:

- (1) Any contract for a public work or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property to which a school district or the Nevada System of Higher Education is a party; and
- (2) A public work of, or constructed by, a school district or the Nevada System of Higher Education, or any other construction, alteration, repair, remodeling or reconstruction of an improvement or property of or constructed by a school district or the Nevada System of Higher Education.

<b>CRAFT</b>	<b>RATE</b>	<b>NSHE/SCHOOL DISTRICT</b>
<b>AIR BALANCE TECHNICIAN</b>	<u><b>ADD ZONE RATE</b></u>	
Air Balance Technician-Journeyman	69.26	62.33
Air Balance Technician-Foreman	71.61	66.25
Air Balance Technician-General Foreman	77.95	70.16
<b>ALARM INSTALLER</b>		
Alarm Installer	34.44	31.00
<b>BOILERMAKER</b>		
Boilermaker	65.94	59.35
<b>BRICKLAYER</b>	<u><b>ADD ZONE RATE</b></u>	
Bricklayer-Journeyman	36.39	32.75
Bricklayer-Foreman	37.64	33.88
Bricklayer-General Foreman	39.39	35.45
<b>CARPENTER</b>	<u><b>ADD ZONE RATE</b></u>	
Carpenter-Journeyman	43.71	39.34
Carpenter-Foreman	46.60	41.94
<b>CEMENT MASON</b>	<u><b>ADD ZONE RATE</b></u>	
Cement Mason-Journeyman	38.52	34.67
Cement Mason-Foreman	41.31	37.18
<b>ELECTRICIAN-COMMUNICATION TECHNICIAN</b>	<u><b>ADD ZONE RATE</b></u>	
Communication Installer	34.44	31.00
Communication Technician	38.07	34.26
Senior Technician	40.88	36.79
<b>ELECTRICIAN-LINE</b>		
Electrician-Groundman	40.19	36.17
Electrician-Lineman	60.40	54.36
Electrician-Foreman	66.29	59.66
Electrician-General Foreman	72.28	65.05
Heavy Equipment Operator	48.93	44.04

**2016-2017 Prevailing Wage Rates – Washoe County**

**ELECTRICIAN-NEON SIGN**

Electrician-Neon Sign	50.35	45.32
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**ELECTRICIAN-WIREMAN**ADD ZONE RATE

Wireman	55.32	49.78
Cable Splicer	59.28	53.35
Wireman-Foreman	59.28	53.35
Wireman-General Foreman	63.25	56.92

**ELEVATOR CONSTRUCTOR**

Elevator Constructor-Journeyman Mechanic	87.91	79.12
Elevator Constructor-Mechanic in Charge	95.74	86.17

**FENCE ERECTOR**

Fence Erector	42.57	38.31
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**FLAGPERSON**ADD LABORER ZONE RATE

Flagperson	31.85	28.67
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**FLOOR COVERER**

Floor Coverer-Journeyman	39.19	35.27
Floor Coverer-Foreman	41.92	37.73

**GLAZIER****SEE AMENDMENT 3**

Glazier Journeyman	66.49	59.84
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**HIGHWAY STRIPER**ADD LABORER ZONE RATE **SEE AMENDMENT 1**

Highway Striper	36.72	33.05
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**HOD CARRIER-BRICK MASON TENDER**ADD ZONE RATE

Brick Mason-Journeyman	33.17	29.85
Brick Mason-Foreman	33.57	30.21

**HOD CARRIER-PLASTERER TENDER**ADD ZONE RATE

Plasterer Tender-Journeyman	36.92	33.23
Plasterer Tender-Gun Tender	37.92	34.13
Plasterer Tender-Foreman	38.28	34.45

**IRON WORKER**

Ironworker-Journeyman	63.95	57.56
Ironworker-Foreman	67.43	60.68
Ironworker-General Foreman	71.25	64.12

**LABORER**ADD ZONE RATESEE GROUP CLASSIFICATIONS

Landscape	29.56	26.60
Furniture Mover	31.06	27.95
Group 1	34.72	31.25
Group 1A	31.85	28.67
Group 2	34.82	31.34
Group 3	34.97	31.47
Group 4	35.52	31.97
Group 4A	36.47	32.82
Group 5	35.52	31.97
Group 6		
Nozzlemen, Rodmen	35.52	31.97
Gunmen, Materialmen	35.22	31.70
Reboundmen	34.87	31.38
Gunit Foremen	35.92	32.33

**MECHANICAL INSULATOR**ADD ZONE RATE

Mechanical Insulator-Mechanic	61.29	55.16
Mechanical Insulator-Foreman	64.29	57.86
Mechanical Insulator-General Foreman	66.29	59.66

**MILLWRIGHT**ADD ZONE RATE

Millwright	58.01	52.21
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**OPERATING ENGINEER**ADD ZONE RATESEE GROUP CLASSIFICATIONS

Group 1	49.69	44.72
Group 1A	52.45	47.21
Group 2	52.98	47.68
Group 3	53.25	47.93
Group 4	53.99	48.59
Group 5	54.29	48.86
Group 6	54.46	49.01
Group 7	54.71	49.24
Group 8	55.30	49.77

Group 9	55.62	50.06
Group 10	55.97	50.37
Group 10A	56.16	50.54
Group 11	56.40	50.76
Group 11A	58.04	52.24
Group 11B	58.85	52.97
Foreman	58.04	52.24

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" shift

#### **OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR**

#### ADD ZONE RATE

#### SEE GROUP CLASSIFICATIONS

Group 1	64.99	58.49
Group 1 Truck Crane Oiler	58.82	52.94
Group 1 Oiler	56.86	51.17
Group 2	63.48	57.13
Group 2 Truck Crane Oiler	58.57	52.71
Group 2 Oiler	56.65	50.99
Group 3	62.24	56.02
Group 3 Truck Crane Oiler	58.35	52.52
Group 3 Oiler	56.43	50.79
Group 3 Hydraulic	58.02	52.22
Group 4	60.51	54.46
Group 5	59.41	53.47

Add 7% to base rate for "Second" Shift

Add 12.5% to base rate for "Special" Shift

#### **OPERATING ENGINEER -PILEDRIIVER**

#### ADD ZONE RATE

#### SEE GROUP CLASSIFICATIONS

Group 1	64.46	58.01
Group 1 Truck Crane Oiler	59.00	53.10
Group 1 Oiler	57.08	51.37
Group 2	62.92	56.63
Group 2 Truck Crane Oiler	58.79	52.91
Group 2 Oiler	56.88	51.19
Group 3	61.47	55.32
Group 3 Truck Crane Oiler	58.57	52.71
Group 3 Oiler	56.65	50.99
Group 4	59.96	53.96

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Group 5	58.85	52.97
Group 6	57.74	51.97
Group 7	56.78	51.10
Group 8	55.82	50.24

Add 7% to base for "Second" Shift

Add 12.5% to base for "Special" Shift

#### **PAINTER**

Brush/Roller Painter	36.14	32.53
Spray Painter/Paperhanger	37.38	33.64
Sandblaster	37.43	33.69
Structural Steel & Steeplejack	37.43	33.69
Swing Stage	38.14	34.33
Special Coating Application-Brush	37.38	33.64
Special Coating Application-Spray	37.43	33.69
Special Coating Application-Spray Steel Foreman	37.43	33.69
\$1.00 above highest Journeyman		

#### **PILEDRIIVER**

Piledriver-Journeyman	55.46	49.91
Piledriver-Foreman	59.19	53.27

#### **PLASTERER**

#### ADD ZONE RATES

Plasterer - Journeyman	38.77	34.89
Plasterer - Foreman	41.02	36.92

#### **PLUMBER/PIPEFITTER**

Plumber/Pipefitter-Journeyman	49.80	44.82
Plumber/Pipefitter-Foreman	53.08	47.77
Plumber/Pipefitter-General Foreman	56.36	50.72

#### **REFRIGERATION**

Refrigeration	48.19	43.37
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#### **ROOFER** (Does not include sheet metal roofs)

Roofer	21.48	19.33
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**2016-2017 Prevailing Wage Rates – Washoe County**

**SHEET METAL WORKER**ADD ZONE RATE

Sheet Metal Worker-Journeyman	56.43	50.79
Sheet Metal Worker-Foreman	59.56	53.61
Sheet Metal Worker-General Foreman	62.70	56.43

**SPRINKLER FITTER**

Sprinkler Fitter -Journeyman	20.50	18.45
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**SURVEYOR**ADD ZONE RATE

Surveyor	53.25	47.93
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**TAPER**

Taper	41.41	37.27
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**TILE SETTER/TERRAZZO  
WORKER/MARBLE MASON-FINISHER**

Tile, Terrazzo and Marble Finisher – Journeyman	27.02	24.32
Tile, Terrazzo and Marble Finisher – Foreman	28.27	25.44
Tile, Terrazzo and Marble Finisher – General Foreman	30.02	27.02

**TILE SETTER/TERRAZZO  
WORKER/MARBLE MASON**ADD ZONE RATE

Tile Setter-Journeyman	35.58	32.02
Tile Setter-Foreman	36.83	33.15
Tile Setter-General Foreman	38.58	34.72
Terrazzo/Marble Mason-Journeyman	37.08	33.37
Terrazzo/Marble Mason-Foreman	38.33	34.50
Terrazzo/Marble Mason-General Foreman	40.08	36.07

**TRAFFIC BARRIER ERECTOR**ADD LABORER ZONE RATE

Traffic Barrier Erector	34.72	31.25
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**TRUCK DRIVER****SEE AMENDMENT 2****Dump Trucks (Single or Multiple Units  
Including Semi's & Double Transfer  
Units), Dumpcrites and Bulk Cement  
Spreader)**

Under 4 yds. (water level)
4 yds. & under 8 yds. (water level)
8 yds. & under 18 yds. (water level)
18 yds. & under 25 yds. ( water level)

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25 yds. & under 60 yds. (water level)  
60 yds. & under 75 yds. (water level)  
75 yds. & under 100 yds. (water level)  
100 yds. & under 150 yds. (water level)  
150 yds. & under 250 yds. (water level)  
250 yds. & under 350 yds. (water level)  
350 yds. & over (water level)

**Transit Mix**

Under 8 yds.

8 yds. & including 12 yds.

Over 12 yds.

**Transit Mix (Using Boom)**

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used

**Water & Jetting Trucks**

Up to 2,500 gallons

2,500 gallons & over

DW 20's & 21's & other similar Cat type,

Terry Cobra LeTourneau pulls,

Tournerocker, Euclid, & similar type

equipment when pulling Aqua/Pak, Water

Tank Trailers, & Fuel, and/or Grease Tank

Trailer, or other miscellaneous Trailers,

(except as defined under "Dump Trucks")

Heavy Duty Transport (High Bed)

Heavy Duty Transport (Gooseneck low bed)

Tiltbed or Flatbed Pull Trailers

Bootman, Comb. Bootman & Road Oiler

Flat Rack (2 or 3 axle unit)

**Bus & Manhaul Drivers**

Up to 18,000 lbs. (single unit)

18,000 lbs. & over (single unit)

Helicopter Pilot (transporting men/materials)

Lift Jitneys

**Winch Truck & "A" Frame Drivers**

Up to 18,000 lbs.

18,000 lbs. and over

Warehousemen Spotter

Warehouse Clerk

Tire Repairmen

Truck Repairmen

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Pick Up Truck & Pilot Cars (Jobsite)  
 Pick Up Truck & Pilot Cars (Over the road)  
 Truck Oil Greaser  
 Fuel Truck Driver  
 Fuel Man & Fuel Island Man  
 Oil Tanker  
 Oil Tanker with Pup

**Foreman:**

**WELL DRILLER**

Well Driller	50.13	45.12
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**LUBRICATION AND SERVICE  
 ENGINEER (MOBILE AND GREASE  
 RACK)**

ADD OPERATING ENG. ZONE RATE

Lubrication and Service Engineer (mobile and grease rack)	54.71	49.24
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**SOIL TESTER (CERTIFIED)**

Soil Tester (Certified)	39.20	35.28
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**SOILS AND MATERIALS TESTER**

Soils and Materials Tester	39.20	35.28
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## **Job Descriptions for Recognized Classes of Workmen**

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

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
2. The work description for a particular class is not intended to be jurisdictional in scope nor to be construed as limiting or prohibiting any worker from performing the work of one or more classes.
3. 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.
4. 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.
5. 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.

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**AIR BALANCE TECHNICIAN**, includes but is not limited to:

Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilating systems using specialized tools and testing equipment to attain performance standards specified in the design of the systems.

**ALARM INSTALLER**, includes but is not limited to:

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

**BOILERMAKER**, includes but is not limited to:

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

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**BRICKLAYER**, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement.
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work.
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same.

**CARPENTER**, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of wood, plywood, or alternative materials, doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, cabinets, framework, floors, and acoustical ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or any other system of panels that is attached to the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates, layout, fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the plywood decking;
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height;
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanically; and
9. Shaping, cutting and planing by any means if done by hand or machine.

**CEMENT MASON**, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specified textures;
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

**ELECTRONIC COMMUNICATION TECHNICIAN**, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment;

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3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems

**ELECTRICIAN LINEMAN**, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related equipment to construct overhead transmission and distribution power lines used to conduct electrical energy between generating stations, substations and consumers;
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arresters, switches, wire conductors and auxiliary equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack in conductors to compensate for contraction and elongation of conductors due to temperature variations, using winch.

**ELECTRICIAN GROUNDMAN**, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and man hauls;
2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energized lines or equipment;

**ELECTRICIAN-NEON SIGN**, includes but is not limited to:

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

**ELECTRICIAN WIREMAN**, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control equipment;
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools including, without limitation, a hacksaw, pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and circuit breakers, and fastening such apparatus into place;

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7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, and installing grounding leads;
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components using testing instruments, including, without limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;

**ELEVATOR CONSTRUCTOR**, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters;
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;

**FENCE ERECTOR**, includes but is not limited to:

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

**FLAG PERSON**, includes but is not limited to:

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

**FLOOR COVERER**, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to floors and walls, including carpets or rugs;
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and foundation material such as felt, using rule, straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings and the fitting of metal edges, corners and caps used in the installation of the foregoing materials and all other preparatory work;

**GLAZIER**, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;

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4. Loading and arranging of glass on trucks at the site of the public work;

**HIGHWAY STRIPER**, includes but is not limited to:

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

**HOD CARRIER-BRICK MASON TENDER**, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone masons;
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone masons;
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

**HOD CARRIER-PLASTERER TENDER**, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusive use of Plasterers;
4. Building mortar boxes, mortar boards and stands.

**IRONWORKER**, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;
5. Aligning rivet holes in steel members with corresponding holes in previously placed steel members by driving drift pins to handle of wrench through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanently riveted, bolted or welded into place;
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cast materials;
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all material used to reinforce concrete construction;

**LABORER**, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and shaft excavations, and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist other craft workers.

**MARBLE MASON**, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polishing marble slabs previously set in buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equipment, and hand tools
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slabs;
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments with wire;
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a composition mastic that matches the grain of the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power tools.

**MECHANICAL INSULATOR**, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems;
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent;
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control;

**MILLWRIGHT**, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in industrial establishments by using hoists, lift trucks, hand tools and power tools;
2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;

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3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorails and tram rails, by using hand tools and power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, without limitation, wood, cement and steel;
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation or other structure by using hand tools and power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and used by millwrights.

**OPERATING ENGINEER**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

**PAINTER**, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes, rollers and spray guns;
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or putty knife;

**PILEDRIIVER**, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures;

**PIPEFITTER**, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equipment and related machines and equipment components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing systems which may require:

- a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, saws, cutting torches and pipe threaders and benders;
- b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, using brackets, clamps, tools, or welding equipment;
- c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosion, or galvanic and electrolytic action;

**PLASTERER**, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to produce a finished surface according to blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;
4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trowel applied or adhesive set;
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

**PLUMBER**, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage systems inside of buildings and to a point 5 feet outside of buildings which may therein require:

- a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken pipes, and opening clogged drains;
- b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and caulking;
- c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets and tubs, by using hand tools and power tools;
- d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by using hand tools and power tools;
- e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and locate leaks.

**REFRIGERATION MECHANIC**, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerator by using hand tools and acetylene welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limitation, controls, switches, gauges, wiring harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or refrigeration systems;
6. Fabricating and assembling components and structural portions of a refrigeration system;

**ROOFER**, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;

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3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

**SHEET METAL WORKER**, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:
  - o Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
  - o Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and kitchen equipment;
  - o Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
3. Shaping metal over anvils, blocks or forms using a hammer;
4. Operating soldering and welding equipment to join sheet metal parts;
5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to assemble products by using hand tools, power tools and devices for lifting and handling;

**SPRINKLER FITTER**, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.

**SURVEYOR**, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

**TAPER**, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or papering;
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound over the joints between boards using a trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finish by using brushes, rollers and spray guns;

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5. Coating of joint compound or taping mud;

**TERRAZZO WORKER**, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and decorative surfacing according to specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top edges form a desired design or pattern and define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a finished surface by using a float and trowel;
5. Pre-casting terrazzo blocks in wooden forms

**TILE SETTER**, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade roof decks following design specification;
2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, walls, ceilings, and other surfaces and which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles are set;
4. Leveling and plumbing tiles to a specified grade

**TILE, TERRAZZO AND MARBLE FINISHER**, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

**TRAFFIC BARRIER ERECTOR**, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

**TRUCK DRIVER**, includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

**WELL DRILLER**, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

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## **GROUP CLASSIFICATIONS**

**LABORER**, includes but is not limited to:

### **Group 1**

All cleanup work of debris, grounds, and building including windows and tile  
Dumpmen or Spotter (other than asphalt)  
Handling and Servicing of Flares, Watchmen  
General Laborer  
Guide Posts and Highway Signs  
Guardrail Erection and Dismantling  
Limber, Brushloader and Piler  
Pavement Marking and Highway Striping  
Traffic Control Supervisor

### **Group 2**

Choker setter or Rigger (clearing work only) Pittsburgh  
Chipper and similar type brush shredders  
Concrete worker (wet or dry) all concrete work not listed in Group 3  
Crusher or Grizzly Tender  
Greasing Dowels  
Guinea Chaser (Stakemen)  
Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete  
Railroad Trackmen (maintenance, repair or builders)  
Sloper  
Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

### **Group 3**

Asphalt Workers (Ironers, Shovelers, Cutting Machine)  
Buggymobile  
Chainsaw, Faller, Logloader and Bucker  
Compactor (all types)  
Concrete Mixer under 1/2 yard  
Concrete Pan Work (Breadpan type), handling, cleaning\stripping  
Concrete Saw, Chipping, Grinding, Sanding, Vibrator  
Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer  
Curbing or Divider machine  
Curb Setter (precast or cut)  
Ditching Machine (hand-guided)  
Drillers Helper, Chuck Tender  
Form Raiser, Slip Forms  
Grouting of Concrete Walls, Windows and Door Jams  
Headerboardmen  
Jackhammer, Pavement Breaker, Air Spade  
Mastic Worker (wet or dry)  
Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials  
All Power Tools (air, gas, or electric), Post Driver  
Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry  
Rototiller  
Rigging and Signaling in connection with Laborers' work

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Sandblaster, Potmen, Gunmen or Nozzlemen

Vibra-screed

Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

**Group 4**

Burning and Welding in connection with Laborers' work

Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units

High scalers

Concrete pump operator

Heavy Duty Vibrator with Stinger 5" diameter or over

Pipelayer, Caulker and Bander

Pipelayer-waterline, Sewerline, Gasoline, Conduit

Cleaning of Utility Lines

Slip Lining of Utility Lines (including operation of Equipment)

TV Monitoring and Grouting of Utility Lines

Asphalt Rakers

**Group 4A**

Foreman

**Group 5**

Construction Specialists

Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing

Asbestos removal

Lead abatement

Hazardous waste

Material removal

**Group 6**

Gunite Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

**OPERATING ENGINEER**, includes but is not limited to:

**Group 1**

Engineer Assistant

**Group 1A**

Heavy Duty Repairman Helper

Oiler

Parts man

**Group 2**

Compressor Operator

Material Loader and/or Conveyor Operator (handling building materials)

Pump Operator

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**Group 3**

Bobcat or similar loader, 1/4 cu. yd. or less  
Concrete Curing Machines (streets, highways, airports, canals)  
Conveyor Belt Operator (tunnel)  
Forklift (under 20 )  
Engineer Generating Plant (500 K.W.)  
Mixer Box Operator (concrete plant)  
Motorman  
Rotomist Operator  
Oiler (truck crane)

**Group 4**

Concrete Mixer Operator, Skip type  
Dinky Operator  
Forklift (20' or over) or Lumber Stacker  
Ross Carrier  
Skip Loader Operator (under one (1) cu. yd.)  
Tie Spacer

**Group 5**

Concrete Mixers (over one (1) cu. yd.)  
Concrete Pumps or Pumpcrete Guns  
Elevator and Material Hoist ( one (1) drum)  
Groundman for Asphalt Milling and similar

**Group 6**

Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.  
Boom Truck or Dual Purpose a-Frame Truck  
B.L.H. Lima Road Pactor or similar  
Chip Box Spreader (Flaherty type or similar)  
Concrete Batch Plant (wet or dry)  
Concrete Saws (highways, streets, airports, canals)  
Locomotives (over thirty (30) tons)  
Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)  
Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)  
Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)  
Pavement Breaker, Truck Mounted, with compressor combination  
Pavement Breaker or Tamper (with or without compressor combination)  
Power Jumbo Operator (setting slip-forms, etc., in tunnels)  
Roller Operator (except asphalt)  
Self-Propelled Tape Machine  
Self-Propelled Compactor (single engine)  
Self-Propelled Power Sweeper Operator  
Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)  
Small Rubber-Tired Tractors  
Snooper Crane, Paxton-Mitchell or similar  
Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

**Group 7**

Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.  
Compressor (over 2)

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Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply  
Concrete Conveyor, Building Site  
Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)  
Crusher Plant Engineer  
Generators  
Kolman Loader  
Material Hoist (two (2) or more drums)  
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)  
Mine or Shaft Hoist  
Pipe Bending Machines (pipeline only)  
Pipe Cleaning Machines (tractor-propelled and supported)  
Pipe Wrapping Machines (tractor-propelled and supported)  
Portable Crushing and Screening Plants  
Post Driller And/Or Driver  
Pumps ( over 2)  
Roller Operator (asphalt)  
Screedman (except asphaltic or concrete paving)  
Screedman (Barber-Greene and similar) (asphaltic or concrete paving)  
Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)  
Slusher Operator  
Surface Heater and Planer Operator  
Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)  
Truck-Type Loader  
Welding Machines (gasoline or diesel)

#### **Group 8**

Asphalt Plant Engineer  
Asphalt Milling Machine  
Cast-In-Place Pipe-Laying Machine  
Combination Slusher and Motor Operator  
Concrete Batch Plant (multiple units)  
Dozer Operator  
Drill Doctor  
Elevating Grader Operator  
Grooving and Grinding Machine (highways)  
Ken Seal Operator  
Loader (up to and including two and one-half (2 1/2) cu. yds)  
Mechanical Trench Shield  
Mixermobile  
Push Cats  
Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)  
Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " m.r.c., Euclids, T-Pulls, DW10, 20, 21 and similar)  
Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar  
Sheepfoot  
Small Tractor (with boom)  
Soil Stabilizer (P & H or equal)  
Timber Skidder (rubber-tired) or similar equipment  
Tractor-Drawn Scraper

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Tractor Operator  
Tractor-Mounted Compressor Drill Combination  
Trenching Machine Operator (over three (3) feet depth)  
Tri-Batch Paver  
Tunnel Badger or Tunnel Boring Machine Operator  
Tunnel Mole Boring Machine  
Vermeer T-600b Rock Cutter

**Group 9**

Chicago Boom  
Combination Backhoe and Loader (up to and including 3/8 cu. yd.)  
Combination Mixer and Compressor (gunite)  
Heavy Duty Repairman and/or Welder  
Lull Hi-Lift (twenty (20) feet or over)  
Mucking Machine  
Sub-Grader (Gurries or other types)  
Tractor (with Boom) (D6 or larger)  
Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers )

**Group 10**

Boom-Type Backfilling Machine  
Bridge Crane  
Cary-Lift or similar  
Chemical Grouting Machine  
Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)  
Derrick Barges (except excavation work)  
Euclid Loader and similar types  
Gradesetter, Grade Checker  
Heavy Duty Rotary Drill Rigs  
Lift-Slab (Vagtborg and similar types)  
Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)  
Locomotive (over one hundred (100) tons, single or multiple units)  
Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)  
Pre-Stress Wire Wrapping Machine  
Rubber-Tired Scraper, Self-Loading  
Single-Engine Scraper (over thirty-five (35) cu. yds.)  
Shuttle Car (Reclaim Station)  
Train Loading Station  
Trenching Machine multi-engine with sloping attachments (Jefco or similar)  
Vacuum Cooling Plant  
Whirley Crane (up to and including twenty-five (25) tons)

**Group 10A**

Backhoe-Hydraulic (up to and including one (1) cu. yd.)  
Backhoe (up to and including one (1) cu. yd.) (Cable)  
CMI Dual Lane Auto-Grader SP30 or similar type  
Cranes (not over twenty-five (25) tons) (hammerhead and gantry)  
Finish Blade  
Gradalls (up to and including one (1) cu. yd.)  
Motor Patrol Operator  
Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)

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Rubber-Tired Scraper, Self-Loading (twin engine)  
Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

**Group 11**

Automatic Asphalt or Concrete Slip-Form Paver  
Automatic Railroad Car Dumper  
Canal Trimmer  
Cary Lift, Campbell or similar type  
Cranes (over twenty-five (25) tons)  
Euclid Loader when controlled from the Pullcat  
Highline Cableway Operator  
Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)  
Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)  
Multi-Engine Scrapers (when used to Push Pull)  
Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)  
Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)  
Self-Propelled Compactor (with multiple-propulsion power units)  
Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper  
Slip-Form Paver (concrete or asphalt)  
Tandem Cats and Scraper  
Tower Crane Mobile (including Rail Mount)  
Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)  
Universal Liebherr and Tower Cranes (and similar types)  
Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)  
Whirley Cranes (over twenty-five (25) tons)

**Group 11A**

Band Wagons (in conjunction with Wheel Excavators)  
Operator of Helicopter (when used in construction work)  
Loader (over twelve (12) cu. yds.)  
Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)  
Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)  
Remote-Controlled Earth Moving Equipment  
Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

**Group 11B**

Holland Loader or similar or Loader (over 18 cu. yds.)

**OPERATING ENGINEERS - Steel Fabricator & Erector**

**Group 1**

Cranes over 100 tons  
Derrick over 100 tons  
Self-Propelled Boom Type Lifting Devices over 100 tons

**Group 2**

Cranes over 45 tons up to and including 100 tons  
Derrick, 100 tons and under

**2016-2017 Prevailing Wage Rates – Washoe County**

Self Propelled Boom Type Lifting Device, over 45 tons  
Tower Crane

**Group 3**

Cranes, 45 tons and under  
Self Propelled Boom Type Lifting Device, 45 tons and under

**Group 4**

Chicago Boom  
Forklift, 10 tons and over  
Heavy Duty Repairman/Welder

**Group 5**

Boom Cat

**OPERATING ENGINEER -PILEDRIIVER**

**Group 1**

Derrick Barge Pedestal mounted over 100 tons  
Clamshells over 7 cu. yds.  
Self Propelled Boom Type Lifting Device, over 100 tons  
Truck Crane or Crawler, land or barge mounted over 100 tons

**Group 2**

Derrick Barge Pedestal mounted 45 tons up to and including 100 tons  
Clamshells up to and including 7 cu. yds.  
Self Propelled Boom Type Lifting Device over 45 tons  
Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

**Group 3**

Derrick Barge Pedestal mounted under 45 tons  
Self Propelled Boom Type Lifting Device 45 tons and under  
Skid/Scow Piledriver, any tonnage  
Truck Crane or Crawler, land or barge mounted 45 tons and under

**Group 4**

Assistant Operator in lieu of Assistant to Engineer  
Forklift, 10 tons and over  
Heavy Duty Repairman/Welder

**Group 5**

No current classification

**Group 6**

Deck Engineer

**Group 7**

No current classification

**Group 8**

Deckhand  
Fireman

**2016-2017 Prevailing Wage Rates – Washoe County**

## **ZONE RATES**

### **AIR BALANCE**

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

Zone 1-0 to 30 miles	\$0.00
Zone 2-31 to 50 miles	\$2.50
Zone 3-51 to 100 miles	\$3.50 (including Laughlin)
Zone 4-over 100 miles	\$5.00

### **BRICKLAYER**

In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius of over thirty five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles	\$0.00
Zone 2-36-75 Miles	\$1.25
Zone 3-Over 75 Miles	\$5.37

### **CARPENTER** (Building and Heavy Highway and Dam Construction)

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

Zone 1-0 to 50 miles	\$0.00 (road miles of either the Carson City Courthouse or the Washoe County Courthouse)
Zone 2-51-150 miles	\$3.00
Zone 3-151-300 miles	\$4.00
Zone 4-301 miles and over	\$5.00

### **CEMENT MASON**

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1-0-90 miles	\$0.00
Zone 2-91 miles and over	\$6.00

### **ELECTRICIAN**

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

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$8.00
Zone 3 -91 miles and over	\$10.00

### **ELECTRICIAN-COMMUNICATION TECH**

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

Zone 1-0-70 miles	\$0.00
Zone 2-71-90 miles	\$5.00
Zone 3 -91 miles and over	\$7.00

### **HOD CARRIER-BRICK MASON TENDER**

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

Zone 1-35 to 75 miles	\$1.25
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**2016-2017 Prevailing Wage Rates – Washoe County**

Zone 2-76 miles and over \$7.50

### **HOD CARRIER-PLASTERER**

In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:

Zone 1-70 miles \$0.00  
Zone 70 miles and over \$8.00

### **LABORER (Highway and Dam Construction only)**

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

Zone 1-0 to 50 miles \$0.00  
Zone 2-51 to 150 miles \$3.00  
Zone 3-151 to 300 miles \$4.00  
Zone 4-301 miles and over \$5.00

### **LABORER (Building Construction)**

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

Zone 1-0 to 50 miles \$0.00  
Zone 2-51 to 150 miles \$3.00  
Zone 3-151 to 300 miles \$4.00  
Zone 4-301 miles and over \$5.00

### **MECHANICAL INSULATOR**

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

Zone 1-0-20 miles- \$1.25  
Zone 2-21-40 miles- \$2.50  
Over 40 miles- \$10.63

### **MILLWRIGHT**

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

Zone 1-1 to 14 miles \$0.00  
Zone 2-15 to 35 miles \$1.50  
Zone 3-35 miles and over \$3.25

### **OPERATING ENGINEER**

In addition to: OPERATING ENGINEER; STEEL FABRICATOR and ERECTOR, PILEDRIVER, SURVEYOR, and LUBRICATION AND SERVICE ENGINEER rates add the applicable amounts per hour calculated based on a radius from the Washoe County Courthouse:

Zone 1-0 to 75 miles \$ 0.00 (of either the Carson City Courthouse or the Washoe County Courthouse)  
Zone 2-75 to 150 miles \$3.00  
Zone 3-151 to 300 miles \$4.00  
Zone 4-301 miles and over \$5.00

### **PLASTERER**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1-0-70 miles \$0.00

### **2016-2017 Prevailing Wage Rates – Washoe County**

Zone 2-70 miles and over      \$8.00

### **SHEET METAL WORKER**

In addition to SHEET METAL WORKER rates, add the applicable amounts per hour, calculated based on a radius from the courthouse in Reno, Nevada:

Zone 1-0 to 100 miles	\$0.00 (including the City of Fallon and the Fallon Naval Air Base)
Zone 2-over 100 miles	\$8.12

### **TILE SETTER/TERRAZZO WORKER/MARBLE MASON**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a radius of over thirty five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1-0-35 Miles	\$0.00
Zone 2-35-75 Miles	\$1.25
Zone 3-Over 75 Miles	\$5.00

### **TRUCK DRIVER**

In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas City Hall:

Zone 1-0 to 20 miles	\$0.00
Zone 2-20 to 40 miles	\$1.50
Zone 3-40 to 60 miles	\$2.50
Zone 4-Over 60 miles	\$3.50