

## Record of Pre-Construction Conference

### City of Metropolis, Nevada Metropolis Water System Upgrade

August 17, 2014

#### 1. Introduction of People Attending:

Harry L. Pierce, City Manager, City of West Wendover,  
[citymanager@metropolis.org](mailto:citymanager@metropolis.org), 775-752-1634

Shay Stark Project Manager, AQUA Engineering, [shays@aquaeng.com](mailto:shays@aquaeng.com), 801-299-1327 ext. 3731

Steve Jensen, Contractor, ABC Inc., [steve.jensen@abc.com](mailto:steve.jensen@abc.com), 775-753-2714

Attending Via Phone:

Jean Barrette, CDBG Program Administrator, [jbarrette@diversifynevada.com](mailto:jbarrette@diversifynevada.com), 775-687-9919

Brandi Re, CDBG Program Specialist, [bre@diversifynevada.com](mailto:bre@diversifynevada.com), 775-687-9920

#### 2. Chain of Command:

##### a. Responsibilities of Owner:

Approves all Partial Payment Estimates, Change Orders, notices, ect.

Conducts project inspection for code issues in coordination with the Project Engineer.

Final acceptance of project.

May relieve the contractor from services.

##### b. Responsibilities of Engineer:

Manage administrative portions of the project. (pushes paper)

Communicate and coordinate w/ Owner, Funding Agency, and Contractor.

Project inspection. Will conduct labor interviews on behalf of the City.

Review of all Partial Payment Estimates, Change Orders, notices, ect.

##### c. Responsibilities of Funding Agency: This project is being funded in partnership with the Community Development Block Grant Funds being administered by the Nevada Governors Office Economic Development.

Representatives from this agency may visit the site at any time.

May review and oversee contract provisions are being met.

Conducts audits of the project.

##### Responsibilities of Contractor:

Perform job in compliance with the Project Manual.

Coordinate and Communicate with the Owner and the Project Engineer.

#### 3. General Contract Issues:

##### a. Initiation of Construction:

Construction may begin with issuance of Notice to Proceed.

##### b. Contract Time:

To be discussed under Contractor Schedule.

##### c. Liquidated Damages:

\$500 per consecutive calendar day.

Keep communication lines open and this will most likely not be an issue.

- d. **Change Orders:**  
All Change Orders will be submitted to AQUA Engineering. No work can be completed until Change Order is approved.
- e. **Payments:**  
Partial Payment Estimates will be completed and submitted to AQUA Engineering for Review by the 7<sup>th</sup> of each month. Payment will not be made until correct Certified Payrolls have been received.
- f. **Guarantee on Completed Work:**  
Work is Guaranteed for a period of 1 year from date of Substantial Completion. See General Conditions item 29 page M-18.
- g. **Other Requirements of the Contract Specifications.**

4. **Construction Schedule:**

The Contract is 120 consecutive calendar days from the day the Notice to Proceed is dated. Construction meetings.

5. **Sub Contractors:**

6. **Materials:**

- a. **Owner Furnished Materials:**
- b. **Contractor Furnished Materials:**  
Staging and Storage Areas.  
Contractor is responsible to secure their equipment and materials.

7. **Staking of Work:**

Not applicable

8. **Project Inspection:**

Willie Nelson will inspect the project and file inspection reports with the Owner, Funding agencies (if requested), and the Engineer.  
Inspections will not only look at compliance of work to the Project Manual but also safe practices.

9. **Final Acceptance of Work:**

Final acceptance of the work will include compliance of test results, successful startup, inspection and Engineers, Owners, and funding agency approval. Project will be closed out after completion of all work including final punch list, all necessary paperwork on file with engineer ie. Certified payroll, daily progress reports, as-built drawings, Notice of Completion published by City and all other outstanding issues resolved.

10. **Labor Requirements:**

Wages 101

The wages paid shall be based upon the State and Federal Wage Rates as provided in the Project Manual. The higher of the two shall be paid. The classification form each must be shown on the Certified Payrolls.

Contractor and Sub-contractor must submit completed wage comparison worksheet to AQUA Engineering prior to working on site.

29CFR Part 3 Wages are paid weekly and Certified Payrolls shall be received by AQUA Engineering within 7 days of the checks being cut. (This applies to Sub contractors also.) On weeks that the contractor or sub-contractor are not working they need to submit a non performance payroll.

Corrections to payrolls will require proof of payment for restitution payments, ie. copy of canceled check, or copy of electronic transfer of funds with account numbers blanked out to be submitted before the Amended Payroll can be approved and payments to the contractor can be made.

Ways to minimize incorrect payrolls:

- Each wage comparison worksheet will be approved. Use it to check correct wages.
- If additional classifications of workers are needed submit a revised wage comparison worksheet for review and approval before they come on site. Remember each worker should know what they are being paid when they go to work. The biggest issue we find when we interview workers is that they have no idea what they are being paid.
- The Contractor should review the sub-contractors payrolls before submitting them to the Project Engineer.
- Payroll staff can contact me with questions and send me an unsigned copy of the proposed payroll and I will be happy to review it so that corrections are made before the payroll is submitted.

Three most common payroll issues:

- Overtime law in Nevada is not understood and thus is not applied correctly.
- Incorrect wage rates.
- Overtime rates calculated incorrectly.

NRS 338.020 requires that 40 hour week either five 8 hour days or 4 10 hour days but must be notified in writing and cannot change during project. **4 10 hour days is literally as stated anything less in a week and the employees are to be paid overtime for anything over 8 hours.**

The highest wage for comparable classifications between the State and two Federal wage determinations must be used.

Overtime is 1.5 times the rate. The rate includes zone pay. Fringes are not excluded from the State wage rates when considering overtime. The overtime rate is based upon the published wage rates. Over time is not calculated on fringes if fringes are broken out on the Federal rates. The higher overtime rate between the State and Federal shall be used.

Be careful about the site foreman and labor classifications. Example: If the site foreman is working as a laborer with other laborers he should be paid the labor foreman's wage.

The Contractor must post Davis Bacon signs in English and Spanish along with the Wage Rate Determinations (both State and Federal) on the site in a location where they can be easily seen and accessed by the employees working on site. May post Wage Comparison Worksheet also (Not Required)

29 CFR Part 3 Each contractor/ subcontractor shall maintain weekly payroll records for a period of three years after the date of contract completion.

All Equal Opportunity regulations shall be in followed and corresponding reports filed.

WBE/MBE quarterly reports filed along with the Section 3 Work Force Breakdown Report.

Project engineer and funding agency will interview Contractor and sub-contractor employees to check for compliance to wage rates.

**11. Rights-of-Way and Easements:**

**12. Traffic Control:**

**13. Handling Disputes:**

Disputes will be handled per the Contract Documents  
Communication eliminates most disputes.

**14. Additional Discussion or Questions:**