

**BID FOR**  
**2023 CDBG PEDESTRIAN INFRASTRUCTURE**  
**IMPROVEMENTS-FEDERALLY FUNDED**

**BID # 22/23-022**

**PWP # WA-2023-144**

**BIDS DUE NOT LATER THAN: 1:45 PM ON JANUARY 19, 2023**

**PUBLIC BID OPENING: 2:00 PM ON JANUARY 19, 2023**

**[NOTE: TIME BIDS ARE DUE IS DIFFERENT FROM BID OPENING TIME]**



431 PRATER WAY  
P.O. BOX 857  
SPARKS, NV 89432-0857

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

**CITY OF SPARKS  
NOTICE TO BIDDERS  
2023 CDBG PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS  
FEDERALLY FUNDED  
BID # 22/23-022 / PWP # WA-2023-144**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, NO LATER THAN **1:45 PM ON JANUARY 19, 2023**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Due to hybrid schedules and staff reductions, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Purchasing Office will receive bids in the lobby of City Hall beginning at 1PM on January 19th. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON JANUARY 19, 2023** via Zoom video/audio conferencing. Meeting # 824 4756 5720. Meeting Password: 204329 with a direct link of:  
<https://us02web.zoom.us/j/82447565720?pwd=MjNpTHR4SGhMVIZTa0IybCt3R2kvUT09>

**PROJECT DESCRIPTION:** Replacement and rehabilitation of concrete infrastructure including curb, gutter, sidewalk, driveways, and pedestrian ramps as detailed in the bid document.

**BONDING/LICENSING:** A Bid Bond in the amount of 5% of bid amount is required. This bid bond will function as a penalty in the event the successful bidder fails to enter into a written contract with the City in accordance with the bid documents. Additionally, the City will be entitled to actual damages, if any. Prospective bidders will be required to have a current Contractor's License under the Nevada State Law for the type of work specified herein.

The work to be performed under this Contract shall be commenced by the successful Bidder after all executed Contract documents have been submitted, and after being notified to proceed by the City of Sparks.

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://portal.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain plans, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service. For further information, contact the Purchasing Division at [dmarran@cityofsparks.us](mailto:dmarran@cityofsparks.us) or at (775) 353-2273. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section  
Publish Date: December 28, 2022  
Proof of publication required

## **Bidder's Checklist**

Bidders are instructed to complete and return the following forms in order for their bids to be complete. Failure to return the following items may result in your bid being declared “non-responsive.”

1. \_\_\_\_\_ Bid Item Schedule
2. \_\_\_\_\_ Bidder Information Sheets
3. \_\_\_\_\_ Subcontractor Information Form (5% list due with bid submittal)
4. \_\_\_\_\_ Acknowledgement and Execution Form
5. \_\_\_\_\_ Certification Regarding Debarment
6. \_\_\_\_\_ Bid Bond
7. \_\_\_\_\_ Signed Bid Addenda (if applicable)
8. \_\_\_\_\_ Completed Federal Forms/Disclosures

**CITY OF SPARKS  
 BID ITEM SCHEDULE**

**BID TITLE: 2023 CDBG Pedestrian Infrastructure Improvements-FEDERALLY FUNDED**

**BID #22/23-022 / PWP#WA-2023-144**

**PRICES** must be valid for 90 calendar days after the bid opening.

**COMPLETION** of this project is expected **PURSUANT TO CONTRACT DOCUMENTS.**

**BIDDER** acknowledges receipt of \_\_\_\_\_ Addenda.

\_\_\_\_\_  
 Bidder Name

\_\_\_\_\_  
 (signature)

Refer to Special Technical Section for a map depicting the street locations and plan sheets provided

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	8	EA	Reset Existing Drainage Inlet, complete and in place.	\$ _____ /EA	\$ _____
2	357	SF	Remove Existing and Construct Reinforced PCC Valley Gutter and Spandrel, complete and in place.	\$ _____ /SF	\$ _____
3	2,408	LF	Remove Existing and Construct PCC Type 1 Curb and Gutter, complete and in place.	\$ _____ /LF	\$ _____
4	20	LF	Remove Existing and Construct PCC Post Curb, complete and in place.	\$ _____ /LF	\$ _____
5	2,244	SF	Remove Existing and Construct PCC Residential Driveway Approach, complete and in place.	\$ _____ /SF	\$ _____
6	1,905	SF	Remove Existing and Construct PCC Commercial Driveway Approach, complete and in place.	\$ _____ /SF	\$ _____
7	12,418	SF	Remove Existing and Construct PCC Sidewalk, complete and in place.	\$ _____ /SF	\$ _____
8	15	EA	Remove Existing and Construct PCC ADA Accessible Ramp, complete and in place.	\$ _____ /EA	\$ _____
9	1	EA	Install Crosswalk Striping, complete and in place.	\$ _____ /EA	\$ _____

10	2	EA	Install Traffic Sign, complete and in place.	\$ _____ /EA	\$ _____
11	1,530	LF	Paint Curb, complete and in place	\$ _____ /LF	\$ _____
12	1	LS	Force Account	\$50,000.00	\$50,000.00

<p><b>Total Price for 2023 CDBG Pedestrian Infrastructure Improvements-FEDERALLY FUNDED</b></p> <p>\$ _____</p> <p style="text-align: center;">(written total bid price)</p>	<p>\$ _____</p>
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## Bidder Information

### COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

### COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)
  
- 6) Has your company been found non-responsible on a government bid within the last five years? No \_\_\_ Yes \_\_\_ (If yes, please provide details.)

## Bidder Information

### CONTRACTOR LICENSE INFORMATION:

Nevada State Contractor's License Number (If Applicable):
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

**BUSINESS LICENSING INFORMATION** All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

## Bidder Information

### DISCLOSURE OF PRINCIPALS:

**a) Individual and/or Partnership:**

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

**b) Corporation:**

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:



## **Awarded Contract Information**

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

### **COMPANY INFORMATION:**

Company Name:
Authorized Name:
Title:
Individual E-Mail Address:
Telephone Number including area code:
Mailing Address:

**SUBCONTRACTOR DETAIL  
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT**

**INSTRUCTIONS:** Per NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the Bid Price. The Bidder shall list the name of a Subcontractor for each portion of the Work, the value of which exceeds five percent (5%) of the Bid Price. **If Bidder will perform more than 5% of the Work, BIDDER SHALL ALSO LIST HIS NAME and description of the work that the prime contractor will perform in the space provided below.**

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		

**Bidder Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**SUBCONTRACTOR DETAIL**  
**SUBCONTRACTORS EXCEEDING ONE PERCENT OF BID AMOUNT OR \$50,000**

**INSTRUCTIONS:** In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater.

**Since all Subcontractors listed on the Bidder's 5% Subcontractor Information Form are over 1% of the Bid amount, those Subcontractors shall automatically be deemed incorporated into this 1% Subcontractor Information form and need not be re-listed below.**

Information provided must be submitted within two (2) hours after the completion of the opening of the bids (Per NRS 338.141). Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. If, additional space is needed, attach a separate page. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		

**Bidder Name:** \_\_\_\_\_ **Authorized Signature:** \_\_\_\_\_

**CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:**

STATE OF \_\_\_\_\_ )  
 ) SS  
 County of \_\_\_\_\_ )

\_\_\_\_\_ (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **2023 CDBG PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS-FEDERALLY FUNDED, Bid # 22/23-022**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

**TO THE CONTRACTS AND RISK MANAGER OF THE CITY OF SPARKS:**

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Sparks in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

	Contractor/Bidder:
(Printed Name of Contractor/Bidder)	BY: _____
	Firm: _____
	Address: _____
	City: _____
	State / Zip Code: _____
	Telephone Number: _____
	Fax Number: _____
	E-mail Address: _____
(Signature of Principal)	Signature: _____
	DATED this _____ day of _____, 2023.

State of Nevada )  
 ) SS.  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me,

/Notary Public, personally appeared \_\_\_\_\_ Personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature: \_\_\_\_\_ My commission Expires: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

**(This form to be signed and returned at the time of bid)**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The prospective bidder, \_\_\_\_\_ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF SPARKS, NEVADA – 5% Bid Bond**

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned \_\_\_\_\_, as “Principal,” and \_\_\_\_\_, as “Surety,” are hereby held and firmly bound unto the City of Sparks, Nevada, as “Obligee,” in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **22/23-022**, PWP # **WA-2023-144**, for the **2023 CDBG PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS-FEDERALLY FUNDED**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

**IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.**

Signed, Sealed and dated: \_\_\_\_\_

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_

# **GENERAL CONDITIONS**

**General Conditions**



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**GENERAL CONDITIONS**

*Please Read Carefully  
These Provisions Are a Part of Your Bid and any Contract Awarded*

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **2023 CDBG PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS-FEDERALLY FUNDED**, as per specifications herein.

**The bidder agrees that:**

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

**Note:** Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title “Bidder;”, “Vendor”, “Contractor” or “Consultant” within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

**1. Prices:**

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

**2. Firm Prices:**

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Sparks shall receive the benefit of such decline.

**3. Items Offered:**

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state “or equal”.

**4. Brand Names:**

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.



## General Conditions



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An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

**5. Samples:**

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

**6. Withdrawal of Bids:**

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder’s authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

**7. Late Bids, Modifications, or Withdrawals:**

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

**8. Mistake in Bid:**

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

**9. Signature:**

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

**10. Exceptions:**

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

**11. Confidential Information:**

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

**12. Quality:**

Unless otherwise required in the specifications, all goods furnished shall be new and unused.



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**13. Litigation Warranty:**

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

**14. Royalties, Licenses and Patents:**

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

**15. Performance Standards:**

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

**16. Americans with Disabilities Act (ADA) Standards:**

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

**17. Warranties:**

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

**18. Addenda:**

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain

## General Conditions



whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential bidders are responsible for monitoring the City website regarding the availability of new bid documents or addenda (where applicable). The City of Sparks will not be responsible for the results of any potential failures in automatic notification systems to potential bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3<sup>rd</sup> party bid listing or re-selling service.

### **19. Specifications to Prevail:**

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

### **20. Taxes:**

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

### **21. Prevailing Wages:**

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

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

[https://labor.nv.gov/PrevailingWage/Public\\_Works\\_Prevailing\\_Wages/](https://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/)

Federal "Davis Bacon" wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the "Special Conditions – Federal Requirements" section that will be included in this bid document when such conditions apply. Contractor shall compare the applicable wage rate for each classification used on the project and pay the higher of the two rates (Nevada State Prevailing Wage or Davis Bacon Wage) in each case.

**General Conditions**



**22. Apprenticeship Utilization Act (This Section  IS  IS NOT Applicable to this bid):**

Senate Bill 207 (Apprenticeship Utilization Act) passed during the 2019 Legislative Session added sections 338.0116 and 338.01165 to the NRS. These new provisions apply to bids for public works where the value exceeds \$100,000.00. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State

A contractor or subcontractor engaged in **horizontal construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

**“Horizontal Construction”** means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work, including, without limitation, any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and any other work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

A contractor or subcontractor engaged in **vertical construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

**“Vertical Construction”** means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work for any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any other work or improvement appurtenant thereto.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a modification or waiver from the requirements of NRS 338.01165 after work on the public work has commenced.

More information regarding these requirements and forms associated with this act may be found in the section following these General Conditions, labeled “Apprenticeship Requirements.”

**23. Conflict of Interest:**

No City employee or elected or appointed member of City government, or member of the employee’s immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

## General Conditions



- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

### 24. Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

### 25. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

### 26. Bidder's Security (This Section IS IS NOT Applicable to this bid):

A bid deposit in an amount equal to at least 5% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's or certified check made payable to the City of Sparks, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.



**27. Performance and Payment Bonds:**

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor (All Bonding Companies must have an “A” rating or better with Moody’s or A.M. Best Company, and be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies” as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.)):

**Performance Bond (This Section  IS  IS NOT Applicable to this bid):**

The Contractor awarded this bid will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

**Payment Bond (This Section  IS  IS NOT Applicable to this bid):**

The Contractor awarded this bid will be required to furnish the City with a payment bond. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

**28. Indemnification:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

## General Conditions



If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

### **In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

### **29. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.**

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

**General Conditions**



<b>Applicable to this Contract</b>	<b>Insurance Type</b>	<b>Minimum Limit</b>	<b>Insurance Certificate</b>	<b>Additional Insured</b>	<b>Waiver of Subrogation</b>
<b>Yes</b>	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
<b>Yes</b>	Automobile Liability	\$1,000,000	✓	✓	
<b>Yes</b>	Workers' Compensation	Statutory	✓	N/A	✓
<b>Yes</b>	Employer's Liability	\$1,000,000	✓	N/A	
<b>No</b>	Professional Liability	\$1,000,000	✓	N/A	N/A
<b>No</b>	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

**Commercial General Liability**

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

***Minimum Limits of Insurance***

**\$2,000,000** Each Occurrence Limit for bodily injury and property damage

**\$2,000,000** General Aggregate Limit

**\$2,000,000** Products and Completed Operations Aggregate Limit

**\$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).





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***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Primary and Non-Contributory***

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

***Waiver of Subrogation***

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

***Endorsements***

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

***Electronic Data Liability***

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

***Railroad Protective Liability***

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

## General Conditions



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### **Business Automobile Liability**

#### ***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

#### ***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

#### ***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

#### ***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

#### ***Waiver of Subrogation.***

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor’s insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

#### **Workers’ Compensation and Employer’s Liability**

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

**General Conditions**



Should Contractor be self-funded for workers’ compensation and employer’s liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer’s Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers’ compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

If a contractor has rejected workers’ compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

***Minimum Limits of Insurance***

Workers’ Compensation:	Statutory Limits
Employer’s Liability:	<b>\$1,000,000</b> Bodily Injury by Accident – Each Accident
	<b>\$1,000,000</b> Bodily Injury by Disease – Each Employee
	<b>\$1,000,000</b> Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer’s Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

**Contractors Pollution Liability Insurance (If Applicable)-** \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to “hazardous materials” as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

## General Conditions



Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor's pollution liability insurance.

If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

### **ALL COVERAGES**

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

### **DEDUCTIBLES AND RETENTIONS**

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS**

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to

## General Conditions



require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

### **SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.

## General Conditions



3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

### 30. Safety Program:

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

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

### 31. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.

## General Conditions



- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

### 32. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

### 33. Bidder Preference Law (This Section IS IS NOT Applicable to this bid):

This project will be bid and awarded under the Provisions(s) of NRS 338.147, which restricts preference given to certain contractors on Public Works Projects. The NRS cited in this section is meant to be a reference only. Each bidder shall acquaint himself with the latest provisions of NRS 338.147.

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors wishing to receive benefit of their preference status in the evaluation of bids must submit a copy of their Certificate of Bidder Preference issued by the State Contractor's Board. (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board). Contractors who do not submit a preference certificate at the time of their bid are presumed to have wished not to exercise the benefit of their preference, or do not possess the certificate of eligibility.

To the extent Contractor has sought, qualified and receives a bidding preference on this project, pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
3. The Contractor shall maintain and make available for inspection within Nevada all payroll records

## General Conditions



related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought, qualified and receives a bidding preference, and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-3 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

This section shall not be applicable for projects in which some or all of the funding comes from Federal sources.

### **34. Tie Bids:**

Should identical low, responsive and responsible bids be received from two bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option utilize a coin-flip to determine the low bidder who shall be recommended for award. Or;

Should there be three or more low, responsive and responsible tie bids the Purchasing Manager shall exercise the following tie breaking method, unless another alternative is apparent and prudent: The City of Sparks Purchasing Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

### **35. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):**

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/bids>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
  - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest;
  - or
  - (2) Two hundred fifty thousand dollars (\$250,000).



## General Conditions



- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

### **36. Documentation:**

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

### **37. Discounts:**

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

### **38. Seller's Invoice:**

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

### **39. Inspection and Acceptance:**

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.



**40. Lost and Damaged Shipments:**

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

**41. Late Shipments:**

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

**42. Document Ownership:**

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

**43. Advertisements, Product Endorsements:**

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.

**44. Vendor Workplace Policies**

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

**45. Business License Requirement:**

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

**46. City Provisions to Prevail:**

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

## General Conditions



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### 47. Invalid Provisions:

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

### 48. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

### 49. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

### 50. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

### 51. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

### 52. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

### 53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1<sup>st</sup> and ends June 30<sup>th</sup> of each year. Payments made under term contracts and leases are considered items

## General Conditions



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of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

**54. Extension:**

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

**55. Termination:**

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

**56. Venue:**

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

# **Special Conditions and Specifications (Specific to Project)**

**In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).**

**SPECIAL PROVISIONS**  
**2023 CDBG PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS**  
**FEDERALLY FUNDED**  
**BID #22/23-022 / PWP# WA-2023-144**

These Special Provisions supplement and modify the Standard Specifications for Public Works Construction, 2012 version as adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the plans and these Special Provisions.

**SECTION 1: SCOPE OF WORK**

Workscope: The work includes but is not limited to, removal and replacement of curb, gutter sidewalk, driveways, valley gutter and spandrels, ADA ramps, resetting of drain inlets, and other miscellaneous associated work activities necessary to complete the project as stated in the plans and bid specifications.

**SECTION 2: SPECIAL PROVISIONS**

The requirements set forth in these “Special Provisions” shall be used in addition to those set forth in “Standard Specifications for Public Works Construction”.

**SECTION 3: STANDARD SPECIFICATIONS**

All materials furnished and work performed shall be done in accordance with the 2012 version of the “Standard Specifications for Public Works Construction” (Orange Book) and any revisions thereto if not covered or amended by the Special Provisions. The “Standard Specifications for Public Works Construction” are herein referred to as “Standard Specifications”.

**SECTION 4: STANDARD DETAILS**

All materials furnished and work performed shall be done in accordance with the most current edition of the City of Sparks “Standard Details” located at [www.cityofsparks.us](http://www.cityofsparks.us).

**SECTION 5: NOTICE TO PROCEED AND TIME SCHEDULE**

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated time limits. **Work on this project is expected to start within twenty-one (21) calendar days or sooner after award of council. Anticipated City Council date of February 13, 2023.** The CONTRACTOR shall obligate himself to complete the work within the stated time limits. All work described in this document shall be completed **not later than April 15, 2023.**

**SECTION 6: LIQUIDATED DAMAGES**

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City:

- FIVE HUNDRED DOLLARS (\$500.00) for each and every working day delay after the established date of **April 15, 2023.**

In finishing the work in excess of the dates prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges.

The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

#### **SECTION 7: EXCUSABLE DELAYS**

The CONTRACTOR shall not be assessed with liquidated damage nor the cost of Project Coordinating inspection during any delay in the completion of the work caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or due to such causes, provided that the CONTRACTOR shall within ten (10) days from the beginning of such delay notify the City Project Coordinator in writing of the causes of delay. The City Project Coordinator's findings of the facts thereon shall be final and conclusive.

#### **SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS**

The intent of the plans and specifications is to prescribe a complete outline of work, which the CONTRACTOR undertakes to do in full compliance with the contract.

The CONTRACTOR shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the contract and shall include the cost of these items in the contract unit prices for the several units of work. All items of work called for on the plans or in the specifications and not included as a separate item in the proposal shall be considered as incidental to the other items listed in the proposal and the payment for such incidental items shall be considered as included in the contract unit prices bid.

#### **SECTION 9: AUTHORITY OF THE PROJECT COORDINATOR AND INSPECTOR**

All work shall be done under the supervision of the Project Coordinator acting on behalf of the City. The City Project Coordinator shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans and specifications, acceptable fulfillment of the contract and compensation under the specifications. He shall determine the amount of work performed and materials furnished, and his decision and estimate shall be final. The City Project Coordinators estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The City Project Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Engineer.

The City shall provide an inspector who will represent the City and shall make inspections of all work, sample and test materials and do such other work relative to supervision of the project as he may be assigned by the City. All instructions given by the inspector are subject to approval by the City Project Coordinator.

#### **SECTION 10: CHANGE ORDERS**

The City of Sparks reserves the right to make alterations or supplements to the Contract. Change Order Forms are required for all changes in decreases and/or increases of quantities and/or dollar amount changes in accordance with the Standard Specifications and required by the City of Sparks.

### **SECTION 11: COOPERATION WITH OTHER CONTRACTORS**

The CONTRACTOR shall cooperate with other CONTRACTOR's who may be employed by the City on construction of other work adjacent to or in the proximity of the location of the project.

### **SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS**

Trash, construction debris, cleared vegetation, excavated material unsuitable to be incorporated in the construction shall become the property of the CONTRACTOR and shall be removed by the CONTRACTOR and shall be legally disposed of offsite in accordance with all federal, state and local regulations. All street grindings and pulverized material that will be exported will become the property of the contractor. Hauling and disposal will be at the contractor's expense.

### **SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS**

If the CONTRACTOR's operations result in damage to any publicly or privately owned facilities outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the owner of the damaged property.

If the CONTRACTOR negotiates with property owners for the use of land for construction operations outside the limits of the construction easements, he shall do so at his own risk and the City will assume no liability for such use of private property. All agreements between the CONTRACTOR and private property owners shall be in writing and the City will be furnished copies of such agreements.

At no time will the CONTRACTOR be allowed to store debris or materials on the street overnight. All asphalt, concrete, soil and aggregate base will be hauled off at the conclusion of each working day. Materials for installation of Drop Inlets (Pipe, boxes frame and cover) will be allowed to be stored onsite with the approval of the City Project Coordinator or inspector.

### **SECTION 14: PROTECTION OF EXISTING UTILITIES**

The location of existing utilities and drain lines shown on the plans are not guaranteed, but indicates generally their location according to the best knowledge of the Project Coordinator. The CONTRACTOR shall notify Underground Services Alert (USA Dig) at 1-800-227-2600, and NV Energy, Truckee Meadows Water Authority (TMWA), SBC, Charter Communications and other cable companies not less than five (5) working days prior to the start of construction to verify the location and depths of utilities.

The CONTRACTOR shall inform himself of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utilities. Any damage caused by operation of the CONTRACTOR shall be repaired by the CONTRACTOR at his own expense. It shall be the CONTRACTOR's responsibility to contact the impacted utility for any replacement hardware.

### **SECTION 15: CONTRACT AMOUNT**

The total amount payable under this contract shall be determined by the sum of the amounts earned and the various quantities of repairs actually made and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The various quantities of repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary quantities as may be necessary.

### **SECTION 16: PRECONSTRUCTION CONFERENCE**

After the execution of the contract, but prior to the commencement of any work, a preconstruction conference between the CONTRACTOR and the city will be held at a mutually acceptable time and place.



**SECTION 17: MEASUREMENT FOR PAYMENT**

Whenever possible, the actual quantities installed or work performed on any project shall be measured on the site of the work by a crew composed of both the CONTRACTOR and the City Project Coordinator. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the City Project Coordinator shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the City Project Coordinator participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the City Project Coordinator.

**SECTION 18: SURFACE MOUNTED UTILITY ADJUSTMENT**

It shall be the CONTRACTOR's responsibility to adjust all surface mounted utility appurtenances, such as manholes, survey monument covers and valve boxes to grade consistent with the grade of the restored surface.

**SECTION 19: PRE/POST-CONSTRUCTION WALK-THRU**

The CONTRACTOR, Inspector, and/or City Project Coordinator shall conduct a pre and post construction walk-thru. This shall be accomplished to determine limits of construction and existing conditions at each site and the surrounding area. The CONTRACTOR should walk the site and note all existing conditions. Concrete pavers, mow strips, fencing, edging, sprinklers block and brick walls, etc. are within this area. Any damage and finish back to these landscapes will be included within the scope of work and no additional pay item will be allowed for this work.

The CONTRACTOR will be required to video tape the entire project prior to any construction including all effected properties and staging locations. This video media will be in a DVD format and a copy of the DVD will be provided to the City. Areas near the property lines, back of sidewalk and driveways, landscaping, mow strips, fences and edging should be videoed in great detail to avoid any damage or disputes with property owners. The CONTRACTOR will be required to replace and or repair all areas that damaged by construction activities. Areas that are in question or concern should be noted on the video and the CONTRACTOR should notify the City Project Coordinator or inspector.

**SECTION 20: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK**

Sparks Municipal Code 20.04.005.D restricts construction hours to 5:00 A.M. until 7:00 P.M., Monday through Friday and 8:00 A.M. until 5:00 P.M. on Saturday. For this project, the defined construction hours will be 7:00 A.M until 7:00 P.M., Monday through Friday unless otherwise required by these specifications or requested by the City Project Coordinator. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the City Project Coordinator and as specified herein.

The CONTRACTOR shall not perform any contract work on Saturday, Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and approved by the city Project Coordinator and as specified herein.

When directed to or requesting to work outside of the legally permitted construction hours defined above, the CONTRACTOR shall first obtain approval from the City Project Coordinator at least seventy-two (72) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Saturday or Sunday, he/she shall obtain approval by the Wednesday prior to work on the Saturday or Sunday for which work is planned. If the CONTRACTOR plans to perform work on a legal Holiday, he/she shall first obtain approval from the City Project Coordinator at least 72 hours in advance.

CONTRACTOR shall obtain approval through the Temporary Use Permit (T.U.P.) and pay a fee of one hundred (\$100.00) dollars to work outside of the above legally permitted construction hours. The request shall include justification of how public safety or project performance will be enhanced through working outside of the restricted construction hours. Submittal and payment of fees does not guarantee approval.

The CONTRACTOR shall be charged for all of City of Sparks' employee(s) time spent for overtime, Saturday, Sunday or Holiday work, based on the employee's hourly rate, plus benefits. The CONTRACTOR will be notified of the costs incurred and if the payment is not made, such costs will be deducted from any payment due to the CONTRACTOR. In addition to the charge for the City employee(s) time outside a standard workday,

The City of Spark recognizes the following legal Holidays:

January 1	New Year's Day
3 <sup>rd</sup> Monday in January	Martin Luther King, Jr. Birthday
3 <sup>rd</sup> Monday in February	President's Day
Last Monday in May	Memorial Day
3 <sup>rd</sup> Monday in June	Juneteenth
July 4	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
4 <sup>th</sup> Friday in November	Family Day (day after Thanksgiving)
December 25	Christmas Day

## **SECTION 21: SUBMITTALS**

Submittals for the following items shall be provided at the time of the preconstruction meeting and shall have been performed within the previous 12 months. Two (2) copies of each item should be submitted.

- New Aggregate Base
- Portland Cement Concrete Mix Design
- ADA Truncated Dome Warning Panel
- Concrete Curing Compound

## **SECTION 22: TRAFFIC CONTROL PLANS**

All traffic control shall conform to the latest editions of the NDOT Work Zone Traffic Control Handbook and the Manual on Uniform Traffic Control Devices (MUTCD) and as directed by the City of Sparks Community Services Department.

The CONTRACTOR shall designate a Traffic Control Supervisor (TCS), certified by the American Traffic Safety Services Association (ATSSA), who shall be responsible for planning, initiating, installing and maintaining all traffic control devices, as shown on the traffic control plan, as specified in the MUTCD and these specifications. The designated construction TCS shall be available to be contacted twenty-four (24) hours a day, seven (7) days a week, for the life of this Contract.

The traffic control plan shall scaled such that all proposed signage and traffic control for all streets in the entire unit can be seen on one full size (24"x 36") or half size (11"x17") plan sheet. The CONTRACTOR shall submit two (2) copies of proposed traffic control plan to the City Project Coordinator for review and

comments five (5) working days prior to the pre-construction meeting. The proposed traffic control plan shall be prepared and signed by a certified TCS, retained by the CONTRACTOR.

The CONTRACTOR's traffic control plans shall include, but not be limited to, the following:

- Proposed construction zone and existing speed limits
- All construction signing
- Message board locations
- Location of flaggers
- Types and locations of traffic control devices
- Temporary lane striping
- Construction phasing
- Lane crossovers between construction phases
- Method for maintaining traffic signal functions
- Special events accommodations
- Detours
- Accommodations for pedestrian, bicycle, and transit facilities

If, during construction, revisions to the accepted plan is necessary or safety or accommodation to traffic, these changes must also be prepared by the ATSSA certified, Traffic Control Supervisor.

The City Project Coordinator may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the CONTRACTOR. During such a suspension, the CONTRACTOR shall make passable and shall open to traffic such portions of the project under improvement and such temporary roadways or portions thereof as may be agreed upon between the CONTRACTOR and the City Project Coordinator for the accommodation of necessary traffic during the period of suspension. The maintenance of the temporary route, replacement or renewal of any work or materials lost or damaged, removal of any work or materials and temporary maintenance shall be at the expense of the CONTRACTOR.

Existing roadways will only be allowed to be closed to thru traffic only. Flaggers will be required if the City Project Coordinator believes it is needed due to current activity or traffic safety. Failure to comply with Flagger requirements will result in an immediate shut down of all construction activity. Work will resume when the flagger requirement has been satisfied.

During non-working hours any hazardous section of the work shall be outlined with markers and flares. If deemed necessary by the City Project Coordinator, barricades shall be erected to protect public traffic or he may direct the CONTRACTOR to furnish flagger(s) and pilot cars. Such markers, flares, barricades, flagging or piloting shall be at the expense of the CONTRACTOR.

When the CONTRACTOR's hauling equipment is required to merge with a cross traffic and at such other points which may be necessary to maintain safe traffic conditions, flaggers shall be provided to each side of the impairment to stop and direct traffic.

In case of damage to detours due to storms or other causes, the CONTRACTOR shall at once repair the damage, provide other detours or provide for carrying traffic through construction operations. Water shall be applied at points and in amounts as directed by the City Project Coordinator, to keep the roadbed firm, smooth, stable and to reduce the dust hazard to a minimum.

Construction Zone Signs shall be placed on all cross streets where traffic is to be maintained. They shall be placed a sufficient distance from the construction to give motorist's adequate warning of the

construction. None of the provisions herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work, which will not interfere with the use of existing streets.

All flagging, piloting, signs, barricades, maintenance of work, streets, structures, detours, temporary approaches, replacement or renewal of work, water applied for these items or for dust control, shall not be paid for directly, but shall be included in various pay items of the proposal and the CONTRACTOR shall not be paid an additional amount for such work. When so ordered by the City Project Coordinator, detours shall be surfaced and the materials needed shall be paid for by the cubic yard or ton as set forth in the pay items of the proposal.

### **SECTION 23: CLEANUP AND DUST CONTROL**

It shall be the CONTRACTOR's responsibility to provide cleanup and dust control throughout all phases of construction, including suspension of work, and until final acceptance of the project. The CONTRACTOR shall keep the work site and other adjacent areas clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. A power broom will not be an acceptable means of cleaning the site unless used in conjunction with water to prevent dust from the power broom operation. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods. All water used for dust control must be from a potable water source.

All construction procedures shall conform to WCDHD-AQMD standards.

Excess excavated material from trenches, manholes, catch basins or similar structures in public streets shall be removed from the site immediately. Sufficient material may remain for use as backfill, but shall not remain during non-working hours. Forms and form lumber shall be removed from the site as soon as practical after stripping. No screening of excavated material will be allowed in the street. The CONTRACTOR shall remove all trash from the site in a timely manner. At no time shall the CONTRACTOR permit disposal of trash in any excavation.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and, upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, waste and unused materials, construction debris and rubbish so as to present a satisfactory clean and neat appearance.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Failure of the CONTRACTOR to comply with the City's cleanup orders may result in an order to suspend work until the condition is corrected. Working days will continue to be counted during the suspension. No additional compensation will be allowed as a result of such suspension. No extension of contract time will be allowed as a result of such suspension.

If the contract time expires before final cleanup has been completed, liquidated damages, as specified in these Special Provisions, may be imposed.

### **SECTION 24: FORCE ACCOUNT**

THIS ITEM SHALL BE IDENTIFIED AS A CONTINGENT ITEM. The use of this contingent item will be as directed by the Project Coordinator. The quantity of the above contingent item of work, as set forth on the bid schedule represent no actual estimate, is nominal only and may be greatly increased or decreased or reduced to zero. The increase or reduction of this quantity as compared with that set forth on the bid schedule shall not constitute a basis for claim by the CONTRACTOR for extra payment or

damages.

Force Account items as defined by the City of Sparks will be additions to the contract arising within the course and scope of the contract for incidental costs due to unforeseen circumstances. Unforeseen circumstances include but are not limited to the following:

Emergency repairs, complications arising with interfacing new improvements to existing improvements, emergency pumping, emergency light/power plants, premium time or overtime to accelerate portions of work, unexpected utility modifications or conflicts, correcting existing substandard work, requested traffic control measures or signage, over-excavation of unsuitable materials, unknown field conditions, underground storage tanks, asbestos encountered, or any other miscellaneous or incidental items related to unforeseen circumstances.

Any force account items shall be adjusted daily upon report sheets, furnished to the City Project Coordinator by the CONTRACTOR and signed by both parties. These daily reports shall thereafter be considered the true record of force account items for unforeseen circumstances. No additional incidental work shall be performed or made except upon a written order from the City Project Coordinator.

#### **SECTION 25: INSURANCE AND INDEMNIFICATION**

The CONTRACTOR shall not commence any work nor permit a Subcontractor to commence work on this project until satisfactory proof has been presented to the City of Sparks Purchasing Division that all insurance requirements as outlined by the City have been met.

The CONTRACTOR shall provide and maintain, during the effective life of the awarded contract, Comprehensive General Liability Insurance covering the CONTRACTOR and the City of Sparks.

#### **SECTION 26: EXISTING DRIVEWAYS**

The CONTRACTOR shall be responsible to reestablish existing driveways within 10 calendar days of removal of existing curb, gutter, and driveways. If the CONTRACTOR is unable to reestablish the driveways within the 10 calendar days, steel traffic plates will be required to be placed the entire width of the driveway at the CONTRACTOR'S expense. At no time will the CONTRACTOR be allowed to use aggregate base, sand or decomposed granite for ramping material.

#### **SECTION 27: GARBAGE PICK UP**

This is for recycled materials and garbage. It will be the responsibility of the CONTRACTOR to coordinate with Waste Management and residents to ensure that garbage collection is uninterrupted.

#### **SECTION 28: LOCATION OF WORK, PUBLIC RELATIONS**

It shall be the CONTRACTOR'S responsibility to notify, in writing, all residents and businesses adjacent to this project of the construction working hours and duration of work. Notification shall be provided directly to impacted properties (i.e. properties abutting the work) seven (7) calendar days prior to beginning work at that location **excepting** notification for Monday and Tuesday work shall be provided no later than 7:00 PM Thursday. Notification shall be in the form of a "door hanger" or flyer that is hand-delivered by the CONTRACTOR to each residence/business. A copy of the written communication must be provided to the City Project Coordinator and approved before being dispersed.

Special consideration shall be given to schools to accommodate schedules for pedestrians, student drop-off, and busses.

“NO PARKING” signs shall be displayed on streets at least 24 hours prior to operations. Signs shall be legible from inside vehicles and state the day and dates work will be performed. Signs shall be free from defects and unbroken.

In the event of delays that require rescheduling of work, the CONTRACTOR shall re-notify impacted properties in the same manner as described in the paragraphs above.

**SECTION 29: CONSTRUCTION STAKING AND MATERIAL TESTING**

Construction staking for curb establishment and concrete testing will be provided by the City. Twenty-four (24) hour notice must be given by the CONTRACTOR to the City Project Coordinator or Inspector prior to any staking and/or testing.

**SECTION 30: CONSTRUCTION PHASING**

Removal and replacement of curb, gutter, sidewalk and driveways must be completed in half street operations. “ONE SIDE AT A TIME” unless otherwise approved by the City Project Coordinator.

**BID ITEM CLARIFICATIONS**  
**2023 CDBG PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS**  
**FEDERALLY FUNDED**  
**BID #22/23-022 / PWP# WA-2023-142**

**BID ITEM 1 ~ Reset Existing Drainage Inlet**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting adjacent surfaces, removal of existing materials including up to 10 feet of existing curb, gutter and sidewalk and including asphalt/concrete, existing base / subgrade, disposing of excavated material in a lawful manner, installation of new Type 2 aggregate base compact to 95% MDD, placement of new curb, gutter and sidewalk, and installing a new frame and cover for the existing drain inlet.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per each which shall be deemed full compensation to complete the work as specified.

**BID ITEM 2 ~ Remove Existing and Construct Reinforced PCC Valley Gutter and Spandrel**

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting adjacent surfaces, removal of existing materials including asphalt/concrete, existing rebar, existing base / subgrade, disposing of excavated material in a lawful manner, installation of new Type 2 aggregate base to a depth of six inches (6") compact to 95% MDD, installation of new concrete reinforced (#4 Rebar, 18" on center) valley gutter and spandrel, and removal and replacement of asphalt or concrete adjacent to the valley gutter or spandrel as needed for transition.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per square foot which shall be deemed full compensation to complete the work as specified.

**BID ITEM 3 and 4 ~ Remove Existing and Construct PCC Type 1 Curb and Gutter / PCC Post Curb**

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting adjacent surfaces, removal of the existing PCC curb and gutter, removal of existing materials including asphalt/concrete, existing base / subgrade, including tree roots, to the bottom of the new aggregate base depth, disposing of excavated material in a lawful manner, installation of new Type 2 aggregate base to a depth of six inches (6") compact to 95% MDD, placement of PCC curb and gutter or Post Curb, and removal and replacement of asphalt or concrete adjacent to the PCC Curb & Gutter or Post Curb as needed for transition.

Curb and gutter removal and replacements shall be "neat line" sawcut at the existing asphalt pavement.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per linear foot which shall be deemed full compensation to complete the work as specified.

**BID ITEM 5 ~ Remove Existing and Construct PCC Residential Driveway Approach**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting adjacent surfaces, removal of existing driveway approach, along with any unsuitable sub grade material including existing base, disposing of excavated material in a lawful manner, installation of new Type 2 aggregate base to a depth of six inches (6") compact to 95% MDD, and placement of a concrete driveway approach and removal and replacement of asphalt or concrete adjacent to the PCC

Residential Driveway as needed for transition. Driveway quantity will be measured from the **top of the wing and shall meet all ADA requirements**. Using steel plates as referenced and/or necessary shall be included in this item at no additional charge.

Placing plantmix bituminous, PCC patches and/or landscape restoration shall be included in this item at no additional charge. Any existing improvements adjacent to new or replaced driveways that are displaced or damaged, i.e. sod, sprinkler systems, signs, mailboxes, trees, shrubs, other facilities or appurtenances shall be replaced or restored to the original position and condition prevailing prior to the start of operations at the Contractor's expense.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per square foot which shall be deemed full compensation to complete the work as specified.

#### **BID ITEM 6 ~ Remove Existing and Construct PCC Commercial Driveway Approach**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting adjacent surfaces, the removal of existing PCC driveway and/or sidewalk; the existing aggregate base and/or subgrade materials, and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth, installation of new Type 2 aggregate base to a depth of six inches (6") compact to 95% MDD, placement of PCC driveways (6 inches), furnishing and placing reinforcing steel (#4 rebar @18" O.C.) and removal and replacement of asphalt or concrete adjacent to the PCC Commercial Driveway as needed for transition. Driveway quantity will be measured from the **top of the wing and shall meet all ADA requirements**. Using steel plates as referenced and/or necessary shall be included in this item at no additional charge.

Placing plantmix bituminous, PCC patches and/or landscape restoration shall be included in this item at no additional charge. Any existing improvements adjacent to new or replaced driveways that are displaced or damaged, i.e. sod, sprinkler systems, signs, mailboxes, trees, shrubs, other facilities or appurtenances shall be replaced or restored to the original position and condition prevailing prior to the start of operations at the Contractor's expense.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per square foot which shall be deemed full compensation to complete the work as specified.

#### **BID ITEM 7 ~ Remove Existing and Construct PCC Sidewalk**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting adjacent surfaces, the removal of the existing PCC sidewalk and the existing aggregate base and/or subgrade materials, and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth, installation of new Type 2 aggregate base to a depth of four inches (4") compact to 95% MDD, placement of PCC sidewalk and any grading necessary behind the new sidewalk to achieve a maximum slope of 3:1 and removal and replacement of asphalt or concrete adjacent to the PCC Sidewalk as needed for transition.

Placing plantmix bituminous, PCC patches and/or landscape restoration shall be included in this item at no additional charge. Any existing improvements adjacent to new or replaced driveways that are displaced or damaged, i.e. sod, sprinkler systems, signs, mailboxes, trees, shrubs, other facilities or appurtenances shall be replaced or restored to the original position and condition prevailing prior to the start of operations at the Contractor's expense.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per square foot which shall be deemed full compensation to complete the work as specified.



**BID ITEM 8 ~ Remove Existing and Construct PCC ADA Accessible Ramp**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting adjacent surfaces, excavation and disposal up to 20 feet of existing curb, gutter and sidewalk, along with any unsuitable sub grade material including existing base, installation of new Type 2 aggregate base to a depth of six inches (6”), and placement of a new ADA access ramp including truncated domes and any needed curbing on the back edge of the walkway. Also included in this bid item shall be the replacement of the curb and gutter adjacent to the front side of the ADA access ramp from the top of each wing and removal and replacement of asphalt or concrete adjacent to the PCC ADA Accessible Ramp as needed for transition.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per each which shall be deemed full compensation to complete the work as specified.

**BID ITEM 9 ~ Install Crosswalk Striping (Thermoplastic)**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, surface preparation, priming, application, surveying layout, and installing 24-inch, white, 0.90 mil. Thermoplastic markings and yield triangles (Pre mark or hot tape).

The final pay quantity shall be by field measurement unit at the applicable unit price bid per each which shall be deemed full compensation to complete the work as specified.

**BID ITEM 10 ~ Furnish and Install New Pedestrian Sign**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary but limited to, removal of existing materials required and provide all necessary materials for proper installation of signs including sign materials, anchors and posts.

Pedestrian Sign W11-2, 30”x30”, including diagonal downward arrow plaque W16-7P, 24”x12”.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per each which shall be deemed full compensation to complete the work as specified.

**BID ITEM 11 ~ Paint Curb**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to surface preparation, priming and application of the designated curb paint color. Painting of the curb shall include the tops and face of the curb.

The final pay quantity shall be by field measurement unit at the applicable unit price bid per linear foot which shall be deemed full compensation to complete the work as specified.

**BID ITEM 12 ~ Force Account**

These items are a force account for the purpose of including a reasonably anticipated net increase in the contract amount, approved as necessary by the City of Sparks, for items included in the bid schedule which have increased based on field measured quantities.

The lump sum unit price bid amount of \$50,000.00 for bid item 11 shall be the same for all bidders in accordance with the bid schedule.

There is no direct payment for this item. The FORCE ACCOUNT amount may be used entirely, partially, or not at all.

**TECHNICAL SPECIFICATIONS  
2023 CDBG PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS  
FEDERALLY FUNDED  
BID # 22/23-022 / PWP-WA-2023-144**

**Unless otherwise amended in these Technical Specifications, all materials, construction methods, etc. shall follow the Standard Specifications for Public Works Construction (Orange Book), 2012 version.**

**300 CLEARING AND GRUBBING**

**300.02.03 Protection of plants.** Trimming and Root Mitigation - If existing landscaping (trees, shrubs, roots, branches, etc.) encroach into the public right-of-way and interfere with construction activity, the contractor shall notify the adjacent property owner and the City of Sparks before commencing any landscaping modifications such as pruning, trimming, or removal of landscaping. City of Sparks Assistant Public Works Manager, Mark Andersen (775) 353-2271, shall be notified within three (3) days' notice of work to be performed. The Contractor shall employ an ISA certified Arborist to perform root crown excavation/root pruning and shall coordinate this through the Urban Forester.

**300.05 Basis of payment.** There shall be NO DIRECT PAYMENT for clearing and grubbing. Compensation shall be deemed included in other items of work.

**301 REMOVAL OF EXISTING IMPROVEMENTS**

**301.02.02 Bituminous Pavement.** Item shall include the removal and disposal of bituminous pavement, base rock, or native subgrade to the depth as outlined on bid item description. The Contractor is advised that steep crowns, flat crowns, offset crowns, excessive pavement depths or other variations in the existing pavement may necessitate removal of existing to depths greater than the proposed pavement section.

**301.04.02 Responsibility.** This section to include sod, topsoil, decorative rock, and weed barrier fabric. Where lawn or landscape areas have been disturbed, contaminated, or removed, the Contractor shall replace the topsoil with an imported, high quality, garden topsoil. The topsoil shall be free of debris, weeds, harmful substances, and rocks larger than ¾" in any direction. Topsoil shall meet the specifications of 200.08. Where existing lawn is disturbed, it shall be repaired with sod. Grass seed will not be accepted. There will be no direct payment for sod, topsoil, decorative rock, and weed barrier fabric.

Existing facilities whether above or below grade shall be protected from damage by the Contractor's operations.

Any damage shall be repaired to the satisfaction of the City Project Coordinator at the Contractor's expense.

The locations of existing underground utilities shown on the drawings were determined from various sources. It is the Contractor's responsibility to determine the actual location of underground facilities as noted in the design drawings. Potholing shall be required and shall be incidental to the most appropriate bid item.

Irrigation Systems - In the event an existing irrigation system is damaged, it shall be repaired within twenty-four (24) hours; the Contractor shall provide water to the affected area until such time the irrigation is repaired to the satisfaction of the City Project Coordinator. There will be no direct payment for repairing the irrigation system, or watering of the affected area if needed.

Replacement of damaged irrigation parts shall be made with the same brand name and model.

Should the Contractor neglect or fail to repair the damaged irrigation within forty-eight (48) hours then the City Project Coordinator may, after written notice to the Contractor, have the deficiencies repaired and deduct the cost from the monies owed to the Contractor.

**301.05 Basis of Payment.** There shall be NO DIRECT PAYMENT for the removal of existing improvements. Compensation shall be deemed included in other items of work.

### **302 SUBGRADE PREPARATION**

**302.02 Preparation of Subgrade.** Subgrade below new plantmix bituminous pavement, PCC sidewalk and/or pedestrian ramps shall be prepared by removing all 4" plus material from the surface and static rolling with a smooth drum roller.

**302.07 Basis of payment.** There shall be NO DIRECT PAYMENT for excavation and preparation of the subgrade. Compensation shall be deemed included in other items of work.

### **308 AGGREGATE BASE COURSES**

**308.02 Materials.** Material used for Aggregate Base shall be Type 2, Class B, Aggregate Base per Standard Specifications Subsection 200.01.03.

New Type 2, Class B aggregate base shall be used under concrete curb and gutter, driveway aprons, pedestrian ramps, valley gutter, alley aprons, and sidewalks. Material submitted as Recycled Asphalt Base for use under bituminous pavement shall conform to the Standard Specifications, Subsection 200.01.04, for Type 1, imported, recycled asphalt concrete base.

**308.07 Basis of Payment.** There shall be NO DIRECT PAYMENT for preparation and placement of aggregate base course. Compensation shall be deemed included in other items of work.

### **312 CONCRETE CURB, CURB AND GUTTER, SIDEWALK, DRIVEWAY APRONS, AND VALLEY GUTTER**

**312.01.01 Description.** This work shall consist of construction of Portland Cement Concrete curb and gutter, sidewalks, and ADA accessible ramps, including supplying six inches (6") of aggregate base (four inches (4") under sidewalks) per section 308. Sections of curb and gutter shall match existing style and construct to the standard Type I, except as noted below:

- a. In all instances curb and gutter is being removed and replaced on an adjacent roadway the Contractor shall match the existing top of curb and maintain the flow line of the gutter. If the curb height varies, there shall be NO Direct Payment for the additional work and materials to match the existing curb section on either side of the removed item
- b. The replacement of all disturbed landscaping and irrigation, in kind, and any plantmix bituminous pavement patching shall be included in the bid price for the curb and gutter, sidewalk, and ADA accessible ramps.

**312.02 Materials.** All concrete shall be Type II Portland Cement which shall have: a coarse aggregate gradation conforming to Size 67 in subsection 200.05.03 of the Standard Specifications, between 6 to 8 sacks of cement per cubic yard, a maximum of 5 gallons of water added per sack of cement, a 1 to 4-inch slump, 6 percent plus or minus 1-1/2 percent entrained air, 0.45 maximum water to cement ratio, and have a minimum 28 day compressive strength of 4,000 psi. **Polypropylene or Cellulose fibers shall be added to the P.C.C at 1.5 LBS. per cubic yard.**

The ADA truncated dome warning panel shall be CASTinTACT3, Tekway Dome Tiles, ADA Solutions, and Access Tile or approved equal. **Domes shall be yellow in color.**

**312.03.02.02 Finishing.** The base shall be placed, compacted and available for inspection prior to placement of any concrete. The base shall be well-drained and be uniformly graded below finished grade. It must be moistened to a nominal depth, densified to 95% relative compaction and free of frost at the time of placing any concrete. If necessary, the base should be dampened with water just prior to placing concrete, but there shall be no free-standing water on the base surface.

The concrete shall be placed and consolidated to fill all spaces in the forms completely and to provide a suitable surface for finishing. The concrete adjacent to the forms shall be tamped to eliminate excess voids. Water must not be sprayed on the surface to re-temper the plastic concrete for troweling. Hard steel troweling shall be minimized to avoid trowel burns.

When concrete is placed in hot, cold or windy conditions, precautions must be taken to prevent cracking resulting from excessively rapid drying or freezing at the surface.

Expansion joints ½ wide will NOT be placed in the curb and gutter unless otherwise directed by the City Project Coordinator.

Transverse expansion joints ½ inch wide will NOT be placed in the sidewalk unless otherwise directed by the City Project Coordinator. New sections of sidewalk shall be doweled into the existing adjacent concrete sidewalk with a minimum of two (2) No. 4 reinforcing bars equally spaced across the width of the sidewalk. Dowels shall penetrate a minimum of 4-inches into existing concrete. Epoxy will not be required.

**312.03.02.03 Curing.** Immediately after finishing operations have been completed, all exposed surfaces shall be sealed by applying an impervious curing compound membrane. Within 30 minutes after form work is removed, the concrete surface covered by the form shall be coated with curing compound.

The liquid curing compound shall conform to the requirements of the Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete meeting both ASTM C 309, Type 2, Class B and ACI 302 specifications. The application rate shall be at 200 square feet per gallon of curing agent unless a greater rate of coverage is specified by the manufacturer. The curing compound shall be W.R. Meadows 1200-White-Concrete Curing Compound or approved equal.

The placement of bituminous pavement adjacent to concrete curbs, gutters, or alley intersections shall not be permitted until the newly placed concrete has reached eighty percent (80%) of the mix design twenty-eight (28) day design strength.

**312.04 Basis of Payment.** Refer to Bid Item Clarification.

### 333 LANDSCAPING

**333.03 Site Preparation** Elevation differences from existing back of sidewalk and landscaping will occur. The contractor will be required to repair this area to the satisfaction of the city and property owner. Elevations may vary however the maximum it will vary is +/- .15 of a foot. Turf patches will be a minimum of 18" wide. Maintenance of the new sod shall be the responsibility of the homeowner. Special care should be noted where sprinkler system are in place, damage and adjustment of these areas will be required.

**333.18 Basis of Payment.** There shall be NO DIRECT PAYMENT for modifying the existing landscaping and adjustment to the existing irrigation system. Compensation shall be deemed included in other items of work.

### 335 CLEANUP

**335.01 Description.** This work shall consist of furnishing all materials, equipment, and labor for the cleanup of construction areas as specified and/or as directed by the City Project Coordinator. In addition, all requirements of the Washoe County District Health Department for the Dust Control Permit and NDEP's Stormwater Pollution Prevention Plan shall be complied with at all times during the work.

### 349 TRAFFIC CONTROL

**349.01 Description.** This work shall consist of furnishing all materials, equipment and labor to maintain proper traffic routing, parking control, access to all residences and businesses, and public safety for the duration of the project. All construction traffic control plans shall conform to the latest editions of either the NDOT Work Zone Traffic Control Handbook or Part VI of the MUTCD. All signs and barricades shall conform to Section 332 of the Standard Specifications, these Special Provisions, Construction Plans, Part VI of the MUTCD, and/or said Handbook, where applicable.

Flag persons shall be used during working hours to control traffic flows in accordance with the NDOT Work Zone Traffic Control Handbook and as directed by the City Project Coordinator.

Traffic control signs shall include the names of the streets involved for detour or closure.

"Road Construction Ahead" signs shall be replaced with the Road Work Ahead sign (W20-1). No "Road Construction Ahead" signs shall be allowed on the project.

All streets shall be open for normal traffic movement during nighttime and weekend periods, unless previously approved by the City Engineer. The closure of any two adjacent parallel streets at the same time is prohibited. A street will be considered closed to through traffic if it is barricaded, or a closed sign is posted on any portion of the street, including intersections of crossing streets.

The storage of construction materials within the public streets and alleys during nighttime and weekend periods is prohibited.

A minimum of two (2) working days written notification shall be given to adjacent residents, businesses, Police and Fire Departments, paramedic/ambulance services, Waste Management, and the City Project Coordinator, of planned street closures and when parking restrictions are required. Where work is being performed along Citifare bus routes, the Regional Transportation Commission shall also be notified in similar fashion. Such notification shall be made separately for each work site and shall be made each time work commences at that site when operations are intermittent. This notification shall state the date

work will commence and the hours and days to be worked. When construction will necessitate traffic control affecting access to any hospital, forty-eight (48) hours notification and coordination will be given in person mutually by the Contractor and the City Project Coordinator.

The Police Department will not enforce parking restrictions indiscriminately applied. A "No Parking" notification, supplied by the contractor, shall be applied only as and when needed, and shall be removed unless absolutely necessary.

The Contractor shall submit a Project Work Schedule and a detailed Traffic Control plan to the City Project Coordinator five (5) working days prior to the pre-construction conference. Prior to the start of construction, the Contractor must have a Traffic Control plan approved by the City Project Coordinator.

Any signs, barricades, or barriers which are necessary for nighttime hours or poor visibility shall utilize warning lights as specified in the latest editions of either the NDOT Work Zone Traffic Control Handbook or Part VI of the MUTCD.

The Contractor shall coordinate Traffic Control with the Sparks Police Department with respect to any special events that may be affected by construction activities.

The Contractor shall notify Sparks Dispatch ((775) 353-2231) 24 hours prior to any scheduled detour.

The Contractor shall be responsible for Traffic Control until such time as any street markings eradicated by the work are replaced with permanent markings. The Contractor shall be required to provide and install any temporary pavement markings as required and these shall conform to spacing and other requirements as established by the City.

The approval by the Project Coordinator of the submitted Traffic Control Plan shall in no way relieve the Contractor of his responsibility for safety requirements conforming to Section 22 of the Special Provisions. Failure to comply with any specification herein or with direction from the City Project Coordinator may result in a stoppage of work until compliance is restored.

**349.04 Measurement of Quantities and Basis of Payment.** There shall be NO DIRECT PAYMENT for Traffic Control. Compensation shall be deemed included in other items of work.



ODDIE BLVD

ROCK BLVD

12TH ST



Sparks HS

PRATER WAY

PYRAMID WAY

15TH ST



-  Pedestrian Ramp (2023)
-  Infrastructure Improvements (2023)

**2023 CDBG Infrastructure Improvement Project  
Vicinity Map**

# **Special Conditions and Forms Specific to Federal Requirements (if applicable)**

**The City of Sparks has recognized and adopts the “Procurement Standards” generally referred to as “Uniform Guidance” detailed in 2 CFR Part 200 (Sub 317 through 322) as detailed in the following pages. These sections generally apply to all procurements using Federal funds. Additionally, subsequent language and forms are specific to the requirements detailed by the federal department who administers the grant funding this project.**

**In instances where these Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).**





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## FEDERAL FUNDING REQUIREMENTS

The City intends to fund all, or part of the expenditures made under this solicitation and/or resulting contract with federal funds. Therefore, the Offeror (Vendor/Contractor/Consultant) awarded a contract will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (aka “Uniform Guidance”), including but not limited to:

1. **Davis-Bacon Act.** If applicable, offeror agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
2. **Contract Work Hours and Selection Standards.** Offeror agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
3. **Rights to Invention Made Under Contract or Agreement.** Offeror agrees to comply with all applicable provisions of 37 CFR Part 401.
4. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Offeror agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
6. **Procurement of Recovered Materials.** Per 2 CFR §200.323, the awarded contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
7. **Restrictions on Lobbying.** Offeror is prohibited from using monies for lobbying purposes. The Offeror shall certify to the best of their knowledge that:
  1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the



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awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The Offeror shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

**8. COPELAND ACT (Anti-Kickback Act)**

The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. Incorporated herein and pursuant to 29 CFR 3, the Copeland Act applies to both contractors and subcontractors and prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3), popularly known as the Copeland Act. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work.

- 9. Drug-Free Workplace.** Offeror shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

**10. Civil Rights Compliance.**

1. Compliance with Regulations: Offeror will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.
2. Nondiscrimination: Offeror, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.



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3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Offeror for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Offeror of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
  4. **Information and Reports:** Offeror will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror is in the exclusive possession of another who fails or refuses to furnish this information, Offeror will so certify to and will set forth what efforts it has made to obtain the information.
  5. **Sanctions for Noncompliance:** In the event of Offeror's noncompliance with the Nondiscrimination provisions of this Agreement, the City will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Offeror under this Agreement until the Offeror compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
  6. **Incorporation of Provisions:** Offeror will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror will take such action with respect to any subcontract or procurement as the City, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Offeror becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Offeror may request the State to enter such litigation to protect the interests of the State. In addition, Offeror may request the United States to enter into such litigation to protect the interests of the United States.
  11. **Disadvantaged Business Enterprise Program Requirements.** Offeror shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Offeror, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*



12. **Pertinent Non-Discrimination Authorities.** During the performance of the awarded contract, Offeror, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
2. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
4. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
5. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
6. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and Offerors, whether such programs or activities are Federally funded or not).
7. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
8. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
11. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

13. **Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime



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contractor is required to take the affirmative steps listed in this section. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**14. Domestic Preferences for Procurements.** Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**15. Contract Cost and Price.** Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the City must negotiate profit as a separate element of the submittal's price. To establish a fair and reasonable profit, the City's consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.



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**REQUIRED ATTACHMENTS**

Please include signed copies of the attachments appended to the back of this section of this document.

**SPECIAL TERMS AND CONDITIONS SPECIFIC TO PROJECTS FUNDED IN  
WHOLE OR IN PART BY THE US DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), CFDA  
NO. 14.218**

The following are Special Terms and Conditions to be used for procurements funded by the US Department of Housing and Urban Development, Community Development Block Grant (CDBG), CFDA No. 14.218. Other special terms and conditions may be developed and included when appropriate or as required by the Federal granting agency.

**1. GENERAL**

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations and other guidance from the federal government implementing the Community Development Block Grant program (hereinafter, “CDBG” or “CDBG Requirements”). That (1) the Contractor does not assume the City of Sparks’ environmental responsibilities described in 24 CFR 570.604 and (2) the Contractor does not assume the City of Sparks’ responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

In the event of a conflict between the terms of this contract and the CDBG Requirements, the provisions of the CDBG Requirements shall be controlling. The Contractor acknowledges that these Special Terms and Conditions may require changes due to future revisions of the CDBG Requirements, and Contractor agrees that it shall comply with any such changes upon receipt of written notification from the City of Sparks of such changes. Such changes will become a material part of the contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide all information and documentation required by the City of Sparks in order to comply with the CDBG Requirements. Contractor agrees that, to the extent CDBG Requirements conflict with City of Sparks’ requirements, the CDBG Requirements shall control.

**2. SUBCONTRACTOR FLOW-DOWN REQUIREMENTS**

Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the Community Development Block Grant program.

### **3. DUNS® NUMBER**

All Contractors are required to provide the City of Sparks with their unique Dun & Bradstreet Data Universal Numbering System (DUNS®) number prior to award. If you need a DUNS number, visit D&B at <http://fedgov.dnb.com/webform>.

### **4. SUSPENSION AND TERMINATION**

In accordance with 24 CFR 85.43, suspension or termination may occur if the Contractor materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

### **5. DEBARRED AND SUSPENDED PARTIES**

The Contractor certifies that as a non-federal entity, the Contractor and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. Contractors must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 24 CFR 24.

### **6. CONFLICT OF INTEREST**

The Contractor shall prohibit any conflicts of interest as defined in Section 24 CFR 570.611. In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

### **7. DOCUMENTATION AND RECORD KEEPING**

#### **A. Accounting Standards**

The Contractor agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **1) Records to be Maintained**

The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (c) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;



(d) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

(e) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**B. Retention**

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City of Sparks' annual performance and evaluation report to HUD in which the activities assisted under this contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**C. Audits & Inspections**

All Contractor records with respect to any matters covered by this contract shall be made available to the City of Sparks, the US Department of Housing and Urban Development, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

**8. REVERSION OF ASSETS.**

Where CDBG funds are distributed pursuant to this Contract, then upon expiration of the Contract the Contractor shall transfer to the City of Sparks any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Contractor's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Contractor in the form of a loan) in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in 24CFR570.208 until five years after expiration of the Contract, or for such longer period of time as determined to be appropriate by the City of Sparks; or
- B. Not used in accordance with paragraph (1) above, in which event the Contractor shall pay to the City of Sparks an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City of Sparks.

## **9. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

Contractors shall comply with:

- A. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3CFR, 1964-1965 Comp., p. 339; 3CFR, 1966-1970 Comp., p. 684; 3CFR, 1966-1970 Comp., p. 803; 3CFR, 1978 Comp., p. 230; and 3CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41CFR chapter 60; and
- B. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

## **10. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS**

Pursuant to 24 CFR 85.36(b) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

- A. Affirmative steps shall include:
  - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - 5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

## **11. FEDERAL LABOR STANDARDS PROVISIONS**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as outlined in the attached form HUD-4010 are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. Compliance with the Davis-Bacon Act (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) and the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) as supplemented by Department of Labor regulations.

- 1) Title 1 of the Housing and Community Development Act of 1974 requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the CDBG program shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts that that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating). This shall include all employees of the contractor/subcontractor working on the project (i.e. trucking of materials to and/or from the site require the appropriate Davis Bacon wages). Only third party suppliers deemed de minimis to the project would be exempt.
  
- 2) Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
  - (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the designated Labor Compliance Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information must be submitted on Form WH-347 (copy included in Exhibit A). This form is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or

the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

- (b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) A Letter from the Contractor/Subcontractor designating the authorized certifying official(s) must be provided to the City on or before the first payroll report. This letter must be signed by a Company Owner, Principal, or appropriate Corporate Officer.
- (c) For the purposes of this contract, the City's designated CDBG Labor Standards Compliance Officer is Brian Cason, 775-353-4083. Please contact the City's designated CDBG Labor Compliance Officer with any questions relating to prevailing wage reports as outlined herein. The General Contractor shall submit the Owner’s copy of its certified payroll and the certified payroll of each of its Subcontractors who are performing work on the project to the following:

City of Sparks  
Attn: Brian Cason  
431 Prater Way  
Sparks, NV 89431

## **12. COPELAND ACT (Anti-Kickback Act)**

The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. Incorporated herein and pursuant to 29 CFR 3, the Copeland Act applies to both contractors and subcontractors and prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3), popularly known as the Copeland Act. The part is intended to aid in the enforcement of the minimum wage provisions of the

Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work.

### **13. DRUG-FREE WORK PLACE**

The Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Contractor is required to submit an executed copy of the certification (Form HUD-50070, included in Exhibit A) prior to contract execution.

### **14. CLEAN AIR AND WATER CERTIFICATION**

Clean Air Act (42USC740et seq.) and the Federal Water Pollution Control Act (33USC1251 et seq., as amended – Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42USC7401 et seq.) and the Federal Water Pollution Control Act as amended (33USC1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall certify that:

### **15. ENERGY POLICY AND CONSERVATION ACT**

The Contractor must meet the mandatory energy efficiency standards as required by the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

### **16. PROHIBITED USE OF LEAD- BASED PAINT**

Pursuant to 24 CFR 570.608, the contractor is prohibited to use lead -based paint on the project, per the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

### **17. ANTI-LOBBYING**

The Contractor agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying Requirements. The Contractor is required to submit an executed copy of the certification prior to contract execution (copy included in Exhibit A). The Contractor must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR 87, together with disclosure forms (SF-LLL if applicable, copy included in Exhibit A), if required by that part.

**18. § 135.38 Section 3 clause.**

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25

U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**SPECIAL TERMS AND CONDITIONS SPECIFIC TO PROJECTS FUNDED IN  
WHOLE OR IN PART BY THE US DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), CFDA  
NO. 14.218**

**EXHIBIT A**

**INCORPORATED FORMS AND REQUIRED  
CERTIFICATIONS**

**The following forms and require certifications are provided in this section:**

- 1-Form HUD-4010**
- 2-Form WHD347**
- 3-Form HUD-50070**
- 4-Anti-Lobbying Certification Form SF-LLL**
- 5-Debarment Certification**
- 6-Payroll Certification**
- 7-HUD Section 3 Employment Affidavit**



## Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

#### 4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

\_\_\_\_\_, that during the payroll period commencing on the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed;

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name \_\_\_\_\_

Program/Activity Receiving Federal Grant Funding \_\_\_\_\_

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	



About The Enclosed  
CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

In accordance with Public Law 101-121 (*The Anti-Lobbying Act*) which became effective on *December 23, 1989*; any Contractor who requests or receives a Federal contract exceeding \$100,000 shall submit with his/her offer, the required certification and disclosures regarding payments to influence certain transactions with the offer. Therefore, we are requesting that you submit the required certification and disclosures, in order that they may be filed with your application for consideration for participation in the Federal Employees Health Benefits (**FEHB**) Program, beginning January 1 next year.

The Act was incorporated into the Federal Acquisition Regulation (**FAR**) on September 6, 1990, and affects all Federal contracts and subcontracts exceeding \$100,000 and paid for by appropriated funds. The FAR clauses applicable to the FEHB contracts are: Sections 52.203-11 and 52.203-12.

The Act has two major provisions which may affect contractors. One, the Anti-Lobbying Act prohibits Federal contractors from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee or officer of the Congress. Two, the Act requires disclosure of any lobbying activities paid for by any other funds (*including fees or profit*). This disclosure must be made to the responsible FEHB Program Contracting Officer on OMB Form LLL (*Disclosure of Lobbying Activities*).

Disclosure forms must be updated on a quarterly basis if a material event occurs that would affect the accuracy of the form on file. Material events include:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any person who makes an expenditure prohibited under this provision or fails to file or amend the disclosure form required by this law, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Enclosed are 1) A certification form to be signed by an authorized Contracting Official of the Plan, and 2) OMB Standard Form LLL (*NOTE: copy as necessary*). Please include a completed and signed certification form, and Form LLL, if applicable, to the responsible FEHB Contracting Officer in your Plan's application for participation in the FEHB Program.

CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- (A) The definitions and prohibitions contained in the clause at FAR Section 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (B) of this certification.
- (B) The applicant plan, signing its application, hereby certifies to the best of his/her knowledge and belief that on or after December 23, 1989:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  2. If any funds other than Federal appropriated funds (including profits or fees received under a covered Federal Transaction), have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this application, the applicant plan shall complete and submit, with its application, OMB Standard Form LLL to the responsible Contracting Officer; and
  3. He/She will include the language of this certification in all subcontract award at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (C) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

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Signature of Certifier

Date

---

Typed Name of Certifier

Title of Certifier



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**AFFIDAVIT REQUIRED UNDER SECTION 112(c)**  
**of Title 23 United States Code, Act of August 27, 1958**  
**and**  
**Part 29 of Title 49, Code of Federal Regulations,**  
**November 17, 1987.**

**STATE OF** \_\_\_\_\_

**SS**

**COUNTY OF** \_\_\_\_\_

**I,** \_\_\_\_\_ **(Name of party signing**  
**this affidavit and the Proposal Form)** \_\_\_\_\_ **(title)**

being duly sworn do depose and say: That \_\_\_\_\_

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

**(Insert Exceptions, attach additional sheets)**

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(SEAL)**

*Notary Public, Judge or other Official*



**U.S. DEPARTMENT OF  
HOUSING & URBAN DEVELOPMENT  
SECTION 3, ACT OF 1968 (24 CFR 135)  
EMPLOYMENT AFFADAVIT**

**PROJECT NAME:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_ **SUBCONTRACTOR:** \_\_\_\_\_

This is to certify that the Contractor/Subcontractor is meeting the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3)(24 CFR 135)

Did your company have to employ personnel to support the construction of this project?  
\_\_\_\_\_ Yes \_\_\_\_\_ No (If Yes-Answer question below, If No-Sign Document and return to City of Sparks)

Did your Company attempt to employ the personnel per the requirements of 24 CFR 135 Subpart B?  
\_\_\_\_\_ Yes \_\_\_\_\_ No (Provide Documentation of efforts to employ Section 3 Eligible Section 3 Residents)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor License #)

\_\_\_\_\_  
(Date)

**SPECIAL TERMS AND CONDITIONS SPECIFIC TO PROJECTS FUNDED IN  
WHOLE OR IN PART BY THE US DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), CFDA  
NO. 14.218**

## **EXHIBIT B**

# **DAVIS BACON WAGE DETERMINATION**

"General Decision Number: NV20220013 11/11/2022

Superseded General Decision Number: NV20210013

State: Nevada

Construction Type: Highway  
 HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Counties: Storey and Washoe Counties in Nevada.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.



Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	03/11/2022
4	06/10/2022
5	07/08/2022
6	08/12/2022
7	08/19/2022
8	08/26/2022
9	10/21/2022
10	11/11/2022

CARP0971-001 07/01/2022

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 34.13	19.53

ELEC0401-001 01/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ENGI0003-033 07/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe Loader Combo.....	\$ 37.83	24.80
Backhoe/Excavator/Trackhoe..	\$ 38.37	24.80
Bobcat/Skid Steer/Skid Loader.....	\$ 35.46	24.80
Grade Setter.....	\$ 38.18	24.80
Grader/Blade.....	\$ 38.37	24.80
Loader.....	\$ 37.51	24.80
Paver (Asphalt, Aggregate and Concrete).....	\$ 36.92	24.80
Roller (Asphalt).....	\$ 36.92	24.80
Roller (Except Asphalt).....	\$ 36.67	24.80
Screed.....	\$ 36.92	24.80

ENGI0012-013 10/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Forklift.....	\$ 44.99	24.70
(6) Drill.....	\$ 47.94	24.70
(8 A) Grade Checker; Mechanic; Scraper;.....	\$ 48.05	24.70
(8 B) Oiler.....	\$ 48.67	24.70

IRON0118-002 10/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 40.14	33.01

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LABO0169-008 10/01/2021

Rates Fringes

LABORER

(1) Common or General; Cones/ Barricades/ Barrels- Setter/Mover/Sweeper.....	\$ 28.55	14.77
(1A) Flagger.....	\$ 25.68	14.77
(3) Asphalt Shoveler, Spreader and Distributor; Concrete Saw; Mason Tender- Cement/Concrete.....	\$ 28.80	14.77
(4) Asphalt Raker; Pipelayer.....	\$ 29.05	14.77
(5A) Highway/Parking Lot Striping.....	\$ 31.30	14.77

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LABO0872-001 07/01/2022

Rates Fringes

LABORER

(3) Jackhammer.....	\$ 32.79	30.36
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PAIN0159-008 07/01/2022

Rates Fringes

PAINTER: Brush and Roller Only...	\$ 45.39	21.28
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PLAS0797-001 07/01/2022

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 45.87	17.61
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\* TEAM0631-003 07/01/2021

Rates Fringes

TRUCK DRIVER: Dump Truck (All Types).....	\$ 39.99	23.58
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\* UAVG-NV-0001 10/01/2018

Rates Fringes

OPERATOR: Crane.....	\$ 52.37	24.70
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SUNV2017-012 10/01/2018

Rates Fringes

IRONWORKER, STRUCTURAL.....	\$ 34.75	29.20
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the E0, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the E0 is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

# **NEVADA PREVAILING WAGE RATES**

# STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT HARRIS  
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVENUE, SUITE 225  
LAS VEGAS, NEVADA 89102  
PHONE: (702) 486-2650  
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER  
1818 COLLEGE PARKWAY, SUITE 102  
CARSON CITY, NV 89706  
PHONE: (775) 684-1890  
FAX (775) 687-6409

## 2023 PREVAILING WAGE RATES WASHOE COUNTY

**DATE OF DETERMINATION: October 1, 2022**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

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

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

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

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

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

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

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

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

<a href="#">Air Balance Technician</a> .....	4
<a href="#">Alarm Installer</a> .....	5
<a href="#">Boilermaker</a> .....	6
<a href="#">Bricklayer</a> .....	7
<a href="#">Carpenter</a> .....	8
<a href="#">Cement Mason</a> .....	9
<a href="#">Electrician – Communication Technician</a> .....	10
<a href="#">Electrician - Lineman</a> .....	12
<a href="#">Electrician – Neon Sign</a> .....	14
<a href="#">Electrician - Wireman</a> .....	15
<a href="#">Elevator Constructor</a> .....	16
<a href="#">Fence Erector</a> .....	18
<a href="#">Flagperson</a> .....	19
<a href="#">Floorcoverer</a> .....	20
<a href="#">Glazier</a> .....	21
<a href="#">Highway Striper</a> .....	22
<a href="#">Hod Carrier-Brick Mason</a> .....	23
<a href="#">Hod Carrier – Plasterer Tender</a> .....	24
<a href="#">Ironworker</a> .....	26
<a href="#">Laborer</a> .....	29
<a href="#">Lubrication And Service Engineer (Mobile And Grease Rack)</a> .....	46
<a href="#">Mechanical Insulator</a> .....	31
<a href="#">Millwright</a> .....	32
<a href="#">Operating Engineer</a> .....	34
<a href="#">Operating Engineer – Steel Fabricator &amp; Erector</a> .....	34
<a href="#">Operating Engineer – Piledriver</a> .....	35
<a href="#">Painter</a> .....	37
<a href="#">Piledriver (Non-Equipment)</a> .....	39
<a href="#">Plasterer</a> .....	40
<a href="#">Plumber/Pipefitter</a> .....	41
<a href="#">Refrigeration</a> .....	42
<a href="#">Roofer</a> .....	43
<a href="#">Sheet Metal Worker</a> .....	45
<a href="#">Soils and Material Tester</a> .....	46
<a href="#">Sprinkler Fitter</a> .....	46
<a href="#">Surveyor</a> .....	46
<a href="#">Taper</a> .....	47
<a href="#">Tile/Terrazzo Worker/Marble Mason Finisher</a> .....	49
<a href="#">Tile/Terrazzo Worker/Marble Mason</a> .....	49
<a href="#">Traffic Barrier Erector</a> .....	51
<a href="#">Truck Driver</a> .....	52
<a href="#">Well Driller</a> .....	54
<b>Group Classifications</b>	
<a href="#">Labor Group Classifications</a> .....	55
<a href="#">Operating Engineers</a> .....	59



**NRS section 338.010 subsection (25) “Wages” means:**

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

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

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

**Job Descriptions for Recognized Classes of Workers**

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

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

**Zone Rates**

The zone rate has been added to each applicable craft.

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

Craft: AIR BALANCE TECHNICIAN (Union Rate)

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

Air Balance Technician Journeyman.....	71.50
Air Balance Technician-Foreman.....	75.71
Air Balance Technician-General Foreman.....	79.93

**ADD ZONE RATE**

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

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

Alarm Installer.....33.79

**JOB DESCRIPTION:**

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;

Craft: BOILERMAKER (Union Rate)

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

Boilermaker.....	65.94
Boilermaker Foreman.....	65.94
Boilermaker General.....	65.94

**ADD PREMIUM PAY**

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

**JOB DESCRIPTION:**

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.

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

Bricklayer Journeyman.....48.71  
Bricklayer Foreman.....49.96

**Add Zone pay**

Zone	75 miles and Over	\$8.13
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.  
New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day,  
Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA  
Local 169

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial Masonry  
Marble Masonry.

Craft: CARPENTER (Union Rate)

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

Carpenter Journeyman.....	54.91
Carpenter Foreman.....	58.32
Carpenter General Foreman.....	62.07

**ADD ZONE RATE**

(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 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

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

Cement Mason - Journeyman.....	48.92
Cement Mason - Foreman.....	52.55

**ADD ZONE RATE**

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 to 90 miles	\$0.00
Zone 2	over 90 miles	\$6.00

**ADD PREMIUM PAY**

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

**JOB DESCRIPTIONS**

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

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

3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)

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

Communication Installer.....	44.79
Communication Technician.....	49.66
Senior Technician .....	52.91

**ADD ZONE RATE**

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eight (10) hours in one day or shift.
2. For any hours worked on Sunday
3. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

\*\*Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

**JOB DESCRIPTION:**

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

- A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS 1. Background-foreground music 2. Intercom and telephone interconnect systems 3. Telephone systems 4. Nurse call systems 5. Radio page systems 6. School intercom and sound systems 7. Burglar alarm systems 8. Low-voltage



master clock systems 9. Multi-media/multiplex systems 10. Sound and musical entertainment systems  
11. RF Systems 12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS \* 1. Installation, wire pulling and testing

C. Television and Video Systems 1. Television monitoring and surveillance systems 2. Video security systems 3. Video entertainment systems 4. Video educational systems 5. Microwave transmission systems 6. CATV and CCTV

D. Security Systems 1. Perimeter security systems 2. Vibration sensor systems 3. Card access systems 4. Access control systems 5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)  
1. SCADA (Supervisory Control and Data Acquisition) 2. PCM (Pulse Code Modulation) 3. Inventory Control Systems 4. Digital Data Systems 5. Broadband and Baseband and Carriers 6. Point of Sale Systems 4 7. VSAT Data Systems 8. Data Communication Systems 9. RF and Remote-Control Systems 10. Fiber Optic Data Systems

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

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

Electrician-Groundman.....	56.09
Lineman-Journeyman.....	81.13
Lineman-Foreman.....	87.80
Lineman-General Foreman.....	94.54
Lineman-Equipment Man.....	67.81

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:**

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

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

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

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

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

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

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

Craft: ELECTRICIAN – NEON SIGN  
(Non-Union Rate)

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

Electrician Neon Sign Journeyman.....37.06

**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;

Craft: ELECTRICIAN WIREMAN (Union Rate)

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

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Forman.....	75.41
Wireman General Foreman.....	81.21

**ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

\*\*Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

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

Elevator Constructor-Journeyman Mechanic.....	117.95
Elevator Constructor-Journeyman Mechanic In Charge.....	128.06

**ADD PREMIUM PAY**

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**RECOGNIZED HOLIDAYS**

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

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

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

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

**SEE AMENDMENT 3A**

Fence Erector.....45.78

**ADD ZONE RATE**

In addition to FENCE ERECTOR rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

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;



Craft: FLAG PERSON (Union Rate)

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

**SEE AMENDMENT 3A**

Flag Person.....42.66

**ADD ZONE RATE**

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

**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;

Craft: FLOOR COVERER (Union Rate)

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

Floor Coverer Journeyman.....	50.69
Floor Coverer Foreman.....	54.12

**ADD PREMIUM PAY**

Shift work

1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00 p.m. and 6:00 a.m.

One and one half (1 ½) time -shall be calculated using one (1) hour of the taxable net wage and one half (1/2) the base wage, to be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight

Double time -shall be calculated using one (1) hour of the taxable net wage and one (1) of the base wage, to be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

Measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base wherever it may be, all materials whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, wall carpets, sheet rubber, sheet vinyl, cork carpet, rubber tile, asphalt tile, tile, cork tile, linoleum tile, mastic in sheets or the tile from vinyl tile, interlocking tile, laminate flooring, engineered wood, hardwood, composition in sheet or tile form and all derivatives of above; the fittings of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base where the above materials are to be installed, or applied, such as drilling, plugging, slating, and slating for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edging of any material and the preparatory work of the craft for all of the aforesaid. Also, the cleaning of rugs, carpets, and drapery hanging, make-up and the installation of drapes, the spraying and/or rolling of adhesives as required for double stick installation and carpet tiles.

Craft: GLAZIER (Non-Union Rate)

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

Glazier Journeyman.....25.25

**JOB DESCRIPTION:**

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;
- 4. Loading and arranging of glass on trucks at the site of the public work;

Craft: Highway Stripper (Union Rate)

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

**SEE AMENDMENT 3A**

Highway Stripper.....	48.28
Highway Stripper Foreman.....	48.78

**ADD ZONE RATE**

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

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;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

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

Brick Mason Journeyman.....	46.03
Brick Mason Foreman.....	46.43

**ADD ZONE RATE**

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	75 miles and Over	\$8.13
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

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

Plasterer Tender-Journeyman.....	46.37
Plasterer Tender- Gun Tender.....	47.37
Plasterer Tender-Foreman.....	47.73

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and Over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusk hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

Craft: Ironworker (Union Rate)

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

Ironworker-Journeyman.....	78.74
Ironworker - Foreman.....	83.21
Ironworker -General Foreman.....	88.13

**ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

**ADD PREMIUM PAY**

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

**RECOGNIZED HOLIDAYS**

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

**JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to “Cofar”, “Trusdeck”, Mahon “M”; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast



tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, ableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal

and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

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

**SEE AMENDMENT 3**

Landscaper .....	40.37
Furniture Mover .....	41.87
Group 1.....	45.53
Group 1A.....	42.66
Group 2.....	45.63
Group 3.....	45.78
Group 3A.....	48.21
Group 4.....	46.03
Group 4A.....	48.53
Group 5.....	46.33
Group 6	
Nozzlemen, Rodmen.....	45.33
Gunmen, Materialmen.....	46.03
Reboundmen.....	45.68
Gunite Foreman.....	46.73

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles or over	\$6.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

**SEE GROUP CLASSIFICATIONS**

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

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

**SEE AMENDMENT 2**

Lubrication and Service Engineer (mobile and grease rack).....65.08

**ADD ZONE RATE**

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles and over	\$6.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

Craft: Mechanical Insulator (Union Rate)

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

Mechanical Insulator-Mechanic.....	72.11
Mechanical Insulator-Foreman.....	76.11
Mechanical Insulator-General Foreman .....	78.11

**ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$11.00
Zone 2	21 to 40 miles	\$21.00
Zone 3	41 to 60 miles	\$31.00
Zone 4	Over 60 miles	\$85.00

**ADD PREMIUM PAY**

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from the Int'l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalent, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: Millwright (Union Rate)

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

Millwright Journeyman.....	71.01
Millwright Welder.....	72.01
Millwright Foreman.....	75.30
Millwright General Foreman.....	80.02

**ADD ZONE RATE**

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from the Washoe County Courthouse:

Zone 1	0 to 15 Miles	\$0.00
Zone 2	15 to 35 Miles	\$2.50
Zone 3	Over 35 Miles	\$4.25

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity. Admission Day is a recognized holiday in lieu of Veterans' Day.

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

5006.18

The work of the millwrights, as spelled out in the Jurisdictional Claims Handbook referenced in Paragraph 5006.17 above, is as follows: The term "MILLWRIGHTS AND MACHINE ERECTORS" shall mean the, unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintaining and adjusting of all machinery and equipment installed either in buildings, factories, structures, or processing areas, either undercover, underground or elsewhere required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically; and in industries such as and including but not limited to the following (which are identified for the purpose of description: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal and water plants, laundry, bakery, mixing plants, can, bottle and bag packing plants, textile mills, paint mills, breweries and milk processing plants, power plants, aluminum processing or manufacturing plants, and the amusement or entertainment field.

5006.19

Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

#### 5006.20

Further included is the installation of, but not limited to the following: setting of all engines, motors, generators, air compressors and fans, pumps, scales, hoppers, conveyors of all types and sizes and their supports, escalators, man lifts, moving machinery, mechanical operator and/or automatic doors, roll-up doors, mechanical stage equipment, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, reminders, slitters, cutters and wrapping machines; blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants and splicing of ropes and cables.

#### 5006.21

Additionally included are the laying out, fabrication and installation of protection equipment, including machinery guards, the making and setting of templates for machinery, fabrication of bolts, nuts, pins and drilling of holes for any equipment which the millwrights install regardless of materials; all welding and burning regardless of type; fabrication of all lines, hose or tubing used in lubricating machinery installed by millwrights; grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by the millwrights; and the breaking in and trial run, of any equipment or machinery installed by the millwrights

#### 5006.22

When requested in writing by the Millwright Union, individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual Employer stating he is employing or had employed millwrights on a specific type of work and a specific job and paid the negotiated scale of wages and fringe benefits for such work.

#### 5006.23

The individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.

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

**SEE AMENDMENT 2**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	63.11
Group 1A.....	65.82
Group 2.....	66.35
Group 3.....	66.62
Group 4.....	67.36
Group 5.....	67.66
Group 6.....	67.86
Group 7.....	68.08
Group 8.....	68.67
Group 9.....	68.99
Group 10.....	69.34
Group 10A.....	69.53
Group 11.....	69.77
Group 11A.....	71.41
Group 11B.....	72.22
Foreman.....	68.80
Add \$12.5% to base rate for "Special" Shift	

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
STEEL FABRICATOR & ERECTOR

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

**SEE AMENDMENT 2A**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	78.36
Group 1 Truck Crane Oiler.....	72.19
Group 1 Oiler.....	70.23
Group 2.....	76.85
Group 2 Truck Crane Oiler.....	71.94
Group 2 Oiler.....	70.02
Group 3.....	75.61
Group 3 Truck Crane Oiler.....	71.72
Group 3 Oiler.....	69.80
Group 3 Hydraulic.....	71.39
Group 4.....	73.88
Group 5.....	72.78
Add \$12.5% to base rate for "Special" Shift.....	

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**



Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIVER

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

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	77.88
Group 1 Truck Crane Oiler.....	72.37
Group 1 Oiler.....	70.45
Group 2.....	76.29
Group 2 Truck Crane Oiler.....	72.16
Group 2 Oiler.....	70.25
Group 3.....	72.03
Group 3 Truck Crane Oiler.....	74.84
Group 3 Oiler.....	71.94
Group 4.....	73.33
Group 5.....	72.22
Group 6.....	68.94
Group 7.....	70.15
Group 8.....	69.19
Add \$12.5% to base rate for "Special" Shift.....	

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on

Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**JOB DESCRIPTION**, 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.

Craft: PAINTER (Union Rate)

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

Brush/Roller Painter.....	47.34
Spray Painter/Paperhanger.....	49.00
Sandblaster.....	49.05
Structural Steel & Steeplejack.....	49.05
Swing Stage.....	49.34
Special Coating Application-Brush.....	49.39
Special Coating Application-Spray.....	49.39
Special Coating Application-Spray Steel.....	49.39
Foreman.....	\$1.00 above highest Journeyman

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

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

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

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

Piledriver-Journeyman.....	55.41
Piledriver-Welder.....	56.41
Piledriver-Foreman.....	58.87
Piledriver-General Foreman.....	62.68
Tender.....	58.87
Stand-By Diver.....	59.87
Diver-Diving (Wet Pay).....	98.96

**ADD ZONE RATE**

In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION**

In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

(2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

(3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

(4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

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

Plasterer-Journeyman.....	48.82
Plasterer-Foreman.....	52.13

**ADD ZONE RATE**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

**ADD PREMIUM PAY**

OVERTIME Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

**RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

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

Plumber/Pipefitter-Journeyman.....	66.95
Plumber/Pipefitter-Foreman.....	71.48
Plumber/Pipefitter-General Foreman.....	76.01

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.



Craft: REFRIGERATION MECHANIC (Union Rate)

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

Refrigeration-Journeyman.....	59.34
Refrigeration -Foreman.....	62.81
Refrigeration -General Foreman .....	66.27

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)  
(Does not include sheet metal roofs)

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

Roofer-Journeyman.....33.64

**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;
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;

Craft: SHEET METAL WORKERS (Union Rate)

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

Sheet Metal Worker Journeyman.....	71.50
Sheet Metal Worker -Foreman.....	75.71
Sheet Metal Worker -General Foreman.....	79.93

**ADD ZONE RATE**

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SPRINKLER FITTER (Non-Union Rate)

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

Sprinkler Fitter-Journeyman.....27.08

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SOILS and MATERIAL TESTER (Non-Union Rate)

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

Soil Tester (Certified).....44.17  
Soils and Materials Tester.....44.17

Craft: SURVEYOR (Non-Union Rate)

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

Surveyor.....38.81

**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.

Craft: TAPER (Union Rate)

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

Taper-Journeyman.....	53.86
Taper-Foreman.....	57.75

**ADD ZONE RATE**

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

**RECOGNIZED HOLIDAYS**

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

**ADD PREMIUM PAY**

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

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

Tile Setter/Terrazzo Worker/Marble Mason- Finisher.....	37.82
Tile Setter/Terrazzo Worker/Marble Mason- Finisher Foreman.....	39.07
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	40.82

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

*FINISHER'S WORK:*

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

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

Tile Setter Journeyman.....	47.87
Tile Setter Foreman.....	49.12
Tile Setter General Foreman.....	50.87
Terrazzo/Marble Mason-Journeyman .....	49.37
Terrazzo/Marble Mason-Foreman .....	50.62
Terrazzo/Marble Mason-General Foreman.....	52.37

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***TILE LAYERS’ WORK:***

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

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.



Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

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

**SEE AMENDMENT 3A**

Traffic Barrier Erector.....45.53

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	300 miles and over	\$6.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

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

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

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

**Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader**

Under 4 yds. (water level).....	28.72
4 yds. & under 8 yds. (water level).....	28.72
8 yds. & under 18 yds. (water level).....	28.72
18 yds. & under 25 yds. ( water level ) .....	28.72
25 yds. & under 60 yds. (water level).....	28.72
60 yds. & under 75 yds. (water level) ).....	28.72
75 yds. & under 100 yds. (water level) ).....	28.72
100 yds. & under 150 yds. (water level) ).....	28.72
150 yds. & under 250 yds. (water level) ).....	28.72
250 yds. & under 350 yds. (water level) ).....	28.72
350 yds. & over (water level).....	28.72

**Transit Mix**

Under 8 yds.....	28.72
Under 8 yds & including 12 yds.....	28.72
Over 12 yds.....	28.72

**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.....	28.72
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**Water & Jetting Trucks**

Up to 2,500 gallons.....	28.72
Up to 2,500 gallons & over.....	28.72
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).....	28.72
Heavy Duty Transport(Gooseneck low bed).....	28.72
Tiltbed or Flatbed Pull Trailers..	28.72
Bootman, Comb. Bootman & Road Oiler.....	28.72
Flat Rack (2 or 3 axle unit).....	28.72

**Bus & Manhaul Drivers**

Up to 18,000 lbs. (single unit).....	28.72
18,000 lbs. and over .....	28.72
Warehousemen Spotter .....	28.72

**Winch Truck & "A" Frame Drivers**

Up to 18,000 lbs. ....	28.72
18,000 lbs. and over.....	28.72
Warehousemen Spotter.....	28.72
Warehouse Clerk.....	28.72
Tire Repairmen.....	28.72
Truck Repairmen.....	28.72
Pick Up Truck & Pilot Cars (Jobsite) .....	28.72
Pick Up Truck & Pilot Cars (Over the road) .....	28.72
Truck Oil Greaser.....	28.72
Fuel Truck Driver.....	28.72
Fuel Man & Fuel Island Man.....	28.72
Oil Tanker.....	28.72

Oil Tanker with Pup.....	28.72
Foreman.....	28.72

**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.)

Craft: WELL DRILLER (Non-Union Rate)

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

Well Driller.....31.29

**JOB DESCRIPTIONS**

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.

# GROUP CLASSIFICATIONS

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LABORER, includes but is not limited to:

## Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

## Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization compenents

## Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile

- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

### **Group 3A**

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw

- Laser Screed
- Laser Level
- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

#### **Group 4**

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

#### **Group 4A**

- Foreman

#### **Group 5**

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing  
Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

#### **Group 5A**

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways,

streets and other such surfaces and all work performed in connection with removal of pavement.

**Group 6**

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
  - Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All work performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-



**OPERATING ENGINEER, includes but is not limited to:**

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

**Group 3**

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

**Group 4**

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

**Group 5**

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

**Group 6**

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### **Group 7**

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

### **Group 8**

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

### **Group 9**

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

### **Group 10**

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

### **Group 10A**

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)

- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal 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.)

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### **OPERATING ENGINEERS - Steel Fabricator & Erector**

#### **Group 1**

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

#### **Group 2**

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

#### **Group 3**

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

#### **Group 4**

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

**Group 5**

- Boom Cat
- 

**OPERATING ENGINEER -PILEDRIVER**

**Group 1**

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

**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
-

# **Apprenticeship Utilization Act Information and Forms**

## APPRENTICESHIP UTILIZATION ACT

### BACKGROUND

Senate Bill 207 (Apprenticeship Utilization Act) passed during the 2019 Legislative Session added sections 338.0116 and 338.01165 to the NRS. These new provisions apply to bids for public works where the value exceeds \$100,000.00. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

A contractor or subcontractor engaged in **horizontal construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

**“Horizontal Construction”** means the construction of any fixed work, including any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

A contractor or subcontractor engaged in **vertical construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

**“Vertical Construction”** means the construction or remodeling of any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any improvement appurtenant thereto.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a modification or waiver from the requirements of NRS 338.01165 after work on the public work has commenced.

### CITY OF SPARKS – OPERATIONAL PROCESS FOR COMPLIANCE (POST-BID)

The timeline associated with initial collection of materials associated with compliance with the Apprenticeship Utilization Act (“the Act”) is as follows:

**Pre-Award Meeting** – Following the public opening of bids (as soon as practical), a meeting will be scheduled with the apparent low bidder to discuss the bidder’s ability to meet the requirements of the Act. At this meeting, the contractor will provide a “Project Workforce Checklist” that indicates the expected classification of workers on the project and the determination as to whether or not apprentices may be required per the provisions of the Act.



### **Determination of Availability of Apprentices**

Immediately following the Pre-Award Meeting, the low bidder will survey the market to determine whether there are a sufficient number of apprentices available in the jurisdiction to meet the requirements of the Act, specific to the project at-hand. The contractor will then communicate the results of this survey to the City of Sparks by either indicating they can go forward without further action by the City or by delivering a completed “Apprenticeship Utilization Act Waiver Request” form(s) for consideration by the City and the Nevada Labor Commissioner.

Communications concerning compliance and/or delivery of waiver requests should occur within 14 calendar days of the Pre-Award Meeting.

### **Waiver Requests**

Upon receipt of any waiver requests, the City will consider the materials provided and, as required, forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City of Sparks will communicate the results back to the Contractor as soon as possible.

### **Contract Award**

Once the City and the low bidder have completed the work required to determine the apparent compliance with the Act, the award of the construction contract will be scheduled for consideration by the City Council.

### **Post-Award Requests**

As allowed by the Act, should an awarded Contractor determine in the course of a project that their ability to comply with the requirements of the Act has changed, additional waiver requests or other relevant information should be communicated to the City as soon as practical for further action and consideration by the City and/or the Nevada Labor Commissioner.

### **Sample Forms**

Additional information and sample forms for use in compliance with the Act may be found on the website of the Nevada Labor Commissioner at:

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

This information may also be found following this page and include:

- 1) Apprenticeship Utilization Guide
- 2) Apprenticeship Verification Process
- 3) Project Workforce Checklist
- 4) Request for Apprentice Availability on a Public Work
- 5) Apprenticeship Utilization Act Waiver Request

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

SHANNON CHAMBERS  
LABOR COMMISSIONER



Department of Business & Industry  
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**REVISED NOVEMBER 29, 2021**

**(Originally issued on January 28, 2020)**

**ADVISORY OPINION - NEVADA ADMINISTRATIVE CODE § 607.650**

**SENATE BILL 207 - APPRENTICESHIP UTILIZATION ACT (AUA)**

Pursuant to Nevada Administrative Code (NAC) Section 607.650, the Labor Commissioner is issuing the following Advisory Opinion regarding Senate Bill (SB) 207/Apprenticeship Utilization Act (AUA). The Labor Commissioner has received multiple inquiries, opinion requests, comments, suggestions, and proposals on how Senate Bill 207 should be interpreted, implemented, and enforced. The Labor Commissioner also met with various stakeholders.

This Advisory Opinion is intended to provide as much guidance as possible on Senate Bill 207. However, it must be recognized that not every working environment or situation may be encompassed by the answers and guidance set forth in this Advisory Opinion. The Labor Commissioner will continue to work with stakeholders, public/awarding bodies, contractors/subcontractors, and employers and employees on Senate Bill 207. However, the Labor Commissioner will attempt to interpret, implement, and enforce Senate Bill 207 based on the plain language of the bill and the intent of the Legislative Sponsors of the bill to ensure that apprenticeship utilization takes place on public works projects in the State of Nevada.

**KEY HIGHLIGHTS OF SENATE BILL (SB 207) – EFFECTIVE JANUARY 1, 2020**

The Legislature hereby finds and declares that: 1. A skilled workforce in construction is essential to the economic well-being of this State; 2. Apprenticeship programs are a proven method of training a skilled workforce in construction; and 3. Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

Sec. 1.7. 1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

<https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

**DEFINITIONS FOR PUBLIC BODY AND PUBLIC WORK AND AWARDING BODY NEVADA REVISED STATUTES (NRS) SECTIONS 338.010(17)(18) AND NEVADA ADMINISTRATIVE CODE (NAC) SECTION 338**

**17. “Public body”** means the State, county, city, town, school district or any public agency of this State or its political subdivisions sponsoring or financing a public work.

**18. “Public work”** means any project for the new construction, repair or reconstruction of a project financed in whole or in part from public money for:

- (a) Public buildings;
- (b) Jails and prisons;
- (c) Public roads;
- (d) Public highways;
- (e) Public streets and alleys;
- (f) Public utilities;
- (g) Publicly owned water mains and sewers;
- (h) Public parks and playgrounds;
- (i) Public convention facilities which are financed at least in part with public money; and
- (j) All other publicly owned works and property.

**NAC 338.0054 “Awarding body” defined.** ([NRS 338.012](#)) “Awarding body” means a public body, as that term is defined in [NRS 338.010](#), or any authorized agent or representative of a public body.

**DEFINITIONS FOR HORIZONTAL AND VERTICAL CONSTRUCTION NRS 338.010(13)(24) – SENTATE BILL 141 (2021)**

**Horizontal Construction** NRS 330.010 - Subdivision 13. “Horizontal construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work, including , without limitation, any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and any other work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

**Vertical Construction** NRS 338.010 - Subdivision 24. “Vertical construction” means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work for any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any other work or improvement appurtenant thereto.

## **WHAT IS COMPLEX AND/OR HAZARDOUS?**

Tasks routinely and customarily performed by an apprentice in an apprenticed craft or type of work, unless specifically prohibited by the applicable Apprenticeship Program or Apprenticeship Standards, are not considered to be either uniquely hazardous or complex tasks for the purpose of enforcement of the provisions of Senate Bill 207 and any regulations adopted pursuant thereto.

## **SENATE BILL 207 ONLY APPLIES TO PUBLIC WORKS PROJECTS OF \$100,000 OR MORE.**

Assembly Bill 136 passed during the 2019 Nevada Legislative Session changed the public works project amount that triggers prevailing wage laws from \$250,000 to \$100,000. The Sponsor of Senate Bill 207, Senator Brooks, stated that the intent of Senate Bill 207 was to apply to public works projects based on prevailing wage laws and the amount that triggers prevailing wage laws. The Legislature determined that amount to be \$100,000. Therefore, Senate Bill 207 only applies to public works projects of \$100,000 or more.

## **SENATE BILL 207 DOES NOT APPLY TO DAVIS-BACON OR 100% FEDERALLY FUNDED PROJECTS.**

Senate Bill 207 is a state law that applies to state public works projects based on the definition set forth above in NRS Section 338.010 subdivision 17.

Senate Bill 207 does not apply to 100% federally funded projects and/or those projects that fall exclusively under the federal Davis-Bacon Act requirements for compliance and/or enforcement.

For projects that have a mix of state and federal funding, the public/awarding body should include the provisions of Senate Bill 207 as part of their bid documents and apply Senate Bill 207 on those projects.

The public/awarding body can work with their federal funding agencies and seek a determination from them as to whether Senate Bill 207 should apply based on the funding structure of the project. The Labor Commissioner will consider this information in determining whether Senate Bill 207 applies on those types of projects.

## **THE LABOR COMMISSIONER DOES NOT HAVE JURISDICTION OVER AND WILL NOT ENFORCE “ON-THE-JOB TRAINING”/OJT REQUIREMENTS IF THE AUA APPLIES.**

Assembly Bill 459 passed during the 81<sup>st</sup> Regular Session of the Nevada Legislature (2021) moved the jurisdiction of the Nevada State Apprenticeship Council back to the Office of the Labor Commissioner and designated the Office of the Labor Commissioner as the recognized State Apprenticeship Agency.

Projects that require compliance with the AUA and fall under the jurisdiction and enforcement of the Labor Commissioner will be required to meet the requirements of the AUA. The Labor Commissioner will not apply and/or enforce additional “on-the-job”/OJT requirements and public/awarding bodies should not enforce additional OJT requirements if state law, the AUA applies.

Pursuant to Nevada Revised Statutes (NRS) sections 610.020 and 610.144, and Nevada Administrative Code (NAC) section 610.540, state registered apprenticeship programs must already comply with the following requirements related to equal opportunity, affirmative action, selection methods, and a nondiscriminatory pool for application as an apprentice.

**NRS 610.020 Purposes.** The purposes of this chapter are:

1. To open to people, without regard to race, color, creed, sex, sexual orientation, gender identity or expression, religion, disability, genetic information, national origin or age of 40 years or older, the opportunity to obtain training that will equip them for profitable employment and citizenship.
2. To establish, as a means to this end, an organized program for the voluntary training of persons under approved standards for apprenticeship, providing facilities for their training and guidance in the arts and crafts of industry and trade, with instruction in related and supplementary education.
3. To promote opportunities for employment for all persons, without regard to race, color, creed, sex, sexual orientation, gender identity or expression, religion, disability, genetic information, national origin or age of 40 years or older, under conditions providing adequate training and reasonable earnings.
4. To regulate the supply of skilled workers in relation to the demand for skilled workers.
5. To establish standards for the training of apprentices in approved programs.
6. To establish a State Apprenticeship Council.
7. To provide for a State Apprenticeship Director with the authority to carry out the purposes of this chapter.
8. To provide for reports to the Legislature and to the public regarding the status of the training of apprentices in the State.
9. To accomplish related ends.

**NRS 610.144 Requirements for program to be eligible for registration and approval by State Apprenticeship Council.**

1. Be an organized, written plan embodying the terms and conditions of employment, training and supervision of one or more apprentices in an occupation in which a person may be apprenticed and be subscribed to by a sponsor who has undertaken to carry out the program.
2. Contain the pledge of equal opportunity prescribed in 29 C.F.R. § 30.3(c) and, when applicable:
  - (a) A plan of affirmative action in accordance with 29 C.F.R. § 30.4;
  - (b) A method of selection authorized in 29 C.F.R. § 30.10;
  - (c) A nondiscriminatory pool for application as an apprentice; or
  - (d) Similar requirements expressed in a state plan for equal opportunity in employment in apprenticeships adopted pursuant to 29 C.F.R. Part 30 and approved by the United States Department of Labor.

**NAC 610.540 Standards: Pledge of equal opportunity. ([NRS 610.090](#), [610.144](#))** Each sponsor shall include in its standards a pledge of equal opportunity which is worded substantially as follows:

The recruitment, selection, employment and training of apprentices during apprenticeship will be without discrimination because of race, color, religion, sex, sexual orientation, age, disability or national origin. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the program of apprenticeship as required under Title 29 of the Code of Federal Regulations, Part 30, and all regulations on equal opportunity of employment in the State of Nevada.

[Apprenticeship Council, Equal Employment Opportunity, § 4 subsec. (b), eff. 9-11-76] (NAC A by R082-04, 7-13-2004)

**THE LABOR COMMISSIONER TYPICALLY DOES NOT HAVE JURISDICTION OVER THE BIDDING PROCESS.**

NRS section 338.013 requires an identifying number from the Labor Commissioner. Please see below.

**NRS 338.013 Inclusion of identifying number from Labor Commissioner in advertisement or solicitation and bids and other responsive documents; reports by public bodies and contractors to Labor Commissioner.**

1. A public body that undertakes a public work shall request from the Labor Commissioner and include in any advertisement or other type of solicitation, an identifying number with a designation of the work. That number must be included in any bid or other document submitted in response to the advertisement or other type of solicitation.
2. Each public body which awards a contract for any public work shall report its award to the Labor Commissioner within 10 days after the award, giving the name and address of the contractor to whom the public body awarded the contract and the identifying number for the public work.
3. Each contractor engaged on a public work shall report to the Labor Commissioner and the public body that awarded the contract the name and address of each subcontractor whom the contractor engages for work on the project within 10 days after the subcontractor commences work on the contract and the identifying number for the public work.
4. The public body which awarded the contract shall report the completion of all work performed under the contract to the Labor Commissioner before the final payment of money due the contractor by the public body.

The bidding requirements and provisions set forth in NRS 338.1373 et seq. fall under the jurisdiction of the public/awarding bodies, with limited exceptions where the Labor Commissioner can get involved in the bidding and award of contracts if potential violations of prevailing wage and public works laws may be occurring.

Therefore, each public/awarding body is encouraged to work with their respective attorneys/counsel to develop forms and a process to implement Senate Bill 207. Examples and guidance have been provided on how to include the requirements of Senate Bill 207 in bid documents and in determining what is a responsive bid. The Labor Commissioner will not take over or assume any of the bidding and award duties of the public/awarding body as required by existing laws and regulations.

**DEFINITION OF APPRENTICE NAC 338.**

NAC 338.0052 “Apprentice” defined. ([NRS 338.012](#)) “Apprentice” means a person employed and individually registered in a bona fide apprenticeship program with:

1. The Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor; and
2. The State Apprenticeship Council pursuant to [chapter 610](#) of NRS and any regulations adopted pursuant thereto.

**THERE ARE NO REGISTERED APPRENTICESHIP PROGRAMS IN MY JURISDICTION.**

A Request for Waiver may be submitted by the public/awarding body. Please follow the link to the Advisory Opinion on “Jurisdiction(s)” for purposes of Senate Bill 207.

[http://labor.nv.gov/uploadedFiles/labornvgov/content/Apprenticeship\\_Utilization\\_Act/AO-2019-03%20AUA%20Jurisdiction%20definition.pdf](http://labor.nv.gov/uploadedFiles/labornvgov/content/Apprenticeship_Utilization_Act/AO-2019-03%20AUA%20Jurisdiction%20definition.pdf)

**DOES THE AWARDING BODY STILL NEED TO REQUEST A WAIVER IF THERE IS NO REGISTERED APPRENTICESHIP PROGRAM IN THE JURISDICTION?**

Yes, a Request for Waiver still needs to be submitted.

However, the Labor Commissioner will not require a Request for Waiver for the Truck Driver Job Classification in the State of Nevada because there currently are no Registered Apprenticeship Programs for Truck Drivers in the State of Nevada, and because of the volume of waivers that could be generated simply for the Truck Driver Job Classification.

**HOW MANY APPRENTICESHIP PROGRAMS DO I HAVE TO REQUEST APPRENTICES FROM?**

A contractor/subcontractor that has more than three workers employed on a public work within the same apprenticed craft or type of work needs to request apprentices from every Registered Apprenticeship Program for that craft or type of work performed in their jurisdiction. This could include requesting apprentices from both a Union Apprenticeship Program and a Non-Union Apprenticeship Program. (See above for Advisory Opinion on “Jurisdiction(s)” for purposes of Senate Bill 207)

For example, the Laborers Job Classification and Job Description may also include Brick and Hod Plaster Carriers, Flaggers, Cement Masons, Fence Erectors, Asbestos Abatement, and Landscaping. Similarly, the Carpenters Job Classification and Job Description may also include different types of work performed. The Labor Commissioner will likely view each different Job Description within the broader Job Classification as separate crafts or types of work for purposes of SB207.

The contractor/subcontractor should identify the craft or type of work to be performed and determine how that work is bid and assigned according to area practice and within that jurisdiction. The Labor Commissioner does not have jurisdiction over jurisdictional disputes involving collective bargaining agreements where contractors/subcontractors and/or the Unions are claiming a type of work that has been assigned according to area practice and is set forth in the collective bargaining agreements.

Please also see the sample Project Workforce Checklist on the link below.

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

## **WHAT HAPPENS IF THE DISPATCHED APPRENTICE DOES NOT SHOW UP OR THERE ARE OTHER ISSUES WITH THE APPRENTICE?**

The contractor/subcontractor should contact the Registered Apprenticeship Program and notify them that the apprentice did not show up. The contractor/subcontractor should also document the incident and notify the prime contractor and/or public/awarding body of the situation.

Apprenticeship questions, issues and/or complaints regarding Registered Apprenticeship Programs and the verification and/or qualifications and/or work of an Apprentice that is dispatched should be directed to the Registered Apprenticeship Program first. Additional information can be found at [https://labor.nv.gov/Wages/Nevada\\_State\\_Apprenticeship\\_Council/](https://labor.nv.gov/Wages/Nevada_State_Apprenticeship_Council/).

## **WHAT HAPPENS IF THE CONTRACTOR/SUBCONTRACTOR IS ONLY GOING TO HAVE MORE THAN 3 WORKERS PER CRAFT OR TYPE OF WORK TO BE PERFORMED FOR ONE DAY OR A LIMITED PERIOD OF TIME?**

The Labor Commissioner cannot possibly address every individual situation that could arise on a public works jobsite. If a contractor/subcontractor is required or finds the need to bring on additional workers that triggers the requirements of Senate Bill 207, the contractor/subcontractor should make every effort to bring on an apprentice to comply with the requirements of Senate Bill 207.

The Labor Commissioner also recognizes that there may be situations where the contractor/subcontractor only has more than 3 workers within a specific apprenticed craft or type of work for a day or for a limited period where it may not be reasonable and/or practical to request and/or obtain apprentice(s). The contractor/subcontractor should document the reason for the increase in workers and why it was necessary, and work with the prime contractor and/or public/awarding body to determine if the increase in workers will be temporary or a long-term situation.

The contractor/subcontractor should then determine if the contractor/subcontractor needs to request apprentices or if the public/awarding body should seek a Request for Waiver from the Labor Commissioner. In situations like this, the Labor Commissioner may look at the project as a whole and will review the actions of the contractor/subcontractor and public/awarding body to determine if their actions were reasonable and not an attempt to circumvent the requirements of Senate Bill 207.

In addition, in cases of emergencies, the law provides an exemption to prevailing wage requirements, and therefore the requirements of Senate Bill 207. (See also NRS sections 338.011 and 338.090.)

## **HOW WILL SENATE BILL 207 BE ENFORCED?**

The plain language of Senate Bill 207 provides that it will be enforced contractor by contractor, subcontractor by subcontractor, and project by project. Therefore, the general/prime contractor cannot satisfy the 10% or 3% requirement on the project for all their subcontractors. If a subcontractor has more than 3 workers for an apprenticed craft or a type of work performed, they will need to comply with the



requirements of Senate Bill 207 separately. Similarly, a general/prime contractor that has more than 3 workers within an apprenticed craft or type of work performed will need to comply with the requirements of Senate Bill 207 separately.

So, for example, if you have 4 Electricians who each work a 40-hour week,  $40 \times 4 = 160$ , and that was the total hours they worked on the entire project. Because there were more than 3 workers per craft or type of work performed that would trigger the requirements of Senate Bill 207. Depending upon whether it was Vertical Construction = 10% or Horizontal Construction = 3% of the total hours of the project for that craft or type of work performed would have to be hours worked by an Apprentice based on the 160 total project hours.

It is important to look at and recognize the craft or the type of work performed. For example, the Flagger Job Classification is listed as separate, but the assignment of this work typically falls under the Laborers through collective bargaining agreements and area practice. However, a Flagger performs a distinct type of work from a general Laborer. So, if there are more than 3 Flaggers on a public works jobsite, there will need to be an apprentice on the jobsite for that craft or type of work performed, or a waiver obtained. Senate Bill 207 specifically specifies “craft” or “type of work performed.” Prevailing wage laws require that workers are paid based on the type of work the worker actually performs. Senate Bill 207 reinforces this requirement by requiring apprentices specifically for the craft or type of work performed.

The Laborer and Operator Job Classifications contain Groups. The Groups will not be considered separately but will be counted together towards the more than 3 workers threshold. As stated above, exceptions to this could be Laborers if they are performing a separate and distinct type of work, such as a Flagger. If there is an Operator Group 1 worker, an Operator Group 2 worker, an Operator Group 4 worker, and an Operator Group 5 worker, they will all be counted together as 4 Operators, thereby triggering the requirements of Senate Bill 207.

There may be situations where the Labor Commissioner may need to look at and/or review the project on a broader basis or as a “whole” to determine compliance with Senate Bill 207. While the law does not necessarily provide any “carve outs” to not enforce the law contractor by contractor, subcontractor by subcontractor, or project by project, the Labor Commissioner will review compliance with Senate Bill 207 and compliance with prevailing wage laws based on the facts and evidence presented and the actions of the contractors, subcontractors, and public/awarding bodies.

### **WHAT HAPPENS IF THE PUBLIC/AWARDING BODY AND/OR LABOR COMMISSIONER FIND I COMMITTED A VIOLATION?**

The law provides for notice, due process, and an opportunity to be heard. NAC sections 338.105 through 338.116 set forth the provisions governing the investigation, determination, objection, and hearing process. NRS section 338.015 also provides for notice and an opportunity for a hearing before an administrative penalty may be imposed. The Labor Commissioner does have the authority to impose administrative penalties of up to \$5,000 per violation against contractors, subcontractors, and public/awarding bodies.

Contractors, subcontractors, and public/awarding bodies should comply with the certified payroll reporting and review requirements set forth in NRS and NAC section 338 to monitor and review compliance with Senate Bill 207 and prevailing wage laws.

In the event a claim/complaint is filed with the Labor Commissioner it will follow the process set forth in NAC sections 338.106 through 338.116 and/or NRS section 338.015, and any other applicable laws and regulations.

Failure to maintain proper documentation and/or submit required reports, such as certified payroll reports, could result in potential violations and disqualification.

Intentional and/or purposeful actions that demonstrate an intent to circumvent the requirements of Senate Bill 207 and prevailing wage laws may result in administrative penalties and disqualification.

## **CONCLUSION**

In this Advisory Opinion, the Labor Commissioner has attempted to provide guidance on the interpretation and implementation of Senate Bill 207. The Labor Commissioner will defer to the legislative intent, plain language, legislative testimony, and intent of Senate Bill 207 should additional questions arise.

The Labor Commissioner has made every effort to address the questions, concerns, and issues raised relating to Senate Bill 207. To the extent that a question, concern, or issue is not addressed in this Advisory Opinion, it is recommended that you contact the Office of the Labor Commissioner and submit your question(s) in writing to [AUA@labor.nv.gov](mailto:AUA@labor.nv.gov) or contact our office at the phone numbers and address locations listed on the first page of this Advisory Opinion.

Please be advised that the Labor Commissioner may revisit the interpretation and implementation of Senate Bill 207 as needed through an additional Advisory Opinion or through the Administrative Rulemaking process.

Sample Forms and information on SB 207 can be found at:  
[http://labor.nv.gov/Apprenticeship\\_Utilization\\_Act/Apprenticeship\\_Utilization\\_Act/](http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/)

Sincerely,



Shannon M. Chambers  
Labor Commissioner  
Office of the Labor Commissioner  
State of Nevada  
Department of Business and Industry

STEVE SISOLAK  
Governor

TERRY REYNOLDS  
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**Senate Bill 207 – Apprenticeship Utilization Act becomes effective January 1, 2020**  
**<https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>**

## **APPRENTICE VERIFICATION PROCESS**

When a Contractor and/or Subcontractor first lists an Apprentice on a Certified Payroll Report (CPR) they must submit with that CPR documentation to substantiate that the Apprentice is registered with the Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor **and** the State Apprenticeship Council. (Emphasis added). A properly enrolled and registered Apprentice is exempt from NRS 338.020 to NRS 338.090, inclusive. An Apprentice is paid pursuant to terms of the Apprenticeship Agreement/Standards for the type of work covered by the Apprenticeship Agreement/Standards as approved by the State Apprenticeship Council and/or Nevada Revised Statutes (NRS) section 610 or Nevada Administrative Code (NAC) section 610. (See NRS 338.080)

## **ELECTRONIC REPORTING/VERIFICATION OF APPRENTICES FOR CERTIFIED PAYROLL REPORTS AND SENATE BILL 207**

Contractor and/or Subcontractors utilizing electronic Certified Payroll Reporting software, such as LCP Tracker or other software, should upload the documentation substantiating that the Apprentice is registered with the Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor **and** the State Apprenticeship Council. The Contractor and/or Subcontractor should upload any Apprentice Forms verifying the Apprentice's registration and any expiration parameters that need to be applied for the Apprentice in the Certified Payroll Reporting software.

The Awarding/Public Bodies should verify and review /certify that the Apprentice is registered and that the supporting documents were electronically uploaded before a Contractor and/or Subcontractor can certify them on the first Certified Payroll Report. The Awarding/Public Bodies and/or other entities as necessary, will validate the Apprentice information as the database Administrator for that project or multiple projects. This will allow the database Administrator, typically, the Awarding/Public Bodies, to verify and accept the Apprentice Forms for the Apprentice/Worker in question, regardless of the number of projects the Apprentice/Employee may be assigned to within the database.

**\*\*Contractors and/or Subcontractors and/or Awarding/Public Bodies will not need to obtain an Apprentice Verification Form because, the Apprentice Forms will be loaded into the database by the Contractor and/or Subcontractor along with any expiration parameters. This information will then be reviewed and verified by the Awarding/Public Bodies and/or other entities as necessary.**

This Apprentice approval process ensures an Apprentice is: 1.) Registered with the Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor **and** the State Apprenticeship Council; and 2.) Assists with validating Apprentice %'s for purposes of Senate Bill 207.

Compliance with Senate Bill 207 (Passed during 2019 Legislative Session.) The Awarding/Public Bodies and Contractors or Subcontractors must ensure the reporting of Apprentices complies with Senate Bill 207, unless a Waiver has been granted by the Labor Commissioner. Apprentices shall be used and reported for at least 10 % of the total hours on vertical construction and 3 % of the total hours for horizontal construction of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work when more than three employees of each a craft are employed at the site of work.

Apprenticeship Ratio: Be sure to review the apprenticeship standards to see if they provide for a ratio of apprentices to journeymen. If the ratio is not complied with the apprentice is to be paid at full journeyman rate for the type of work performed. (See NAC 338.0095). Awarding/Public Bodies may contact the Governor's Office of Workforce Innovation to verify the proper apprenticeship ratio because, they have jurisdiction over the Nevada State Apprenticeship Council and apprenticeship standards/agreements and the registration of apprentices.

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Department of Business & Industry

OFFICE OF THE LABOR COMMISSIONER

<http://www.labor.nv.gov>

**SUPPLEMENTAL GUIDANCE  
APPRENTICESHIP UTILIZATION ACT  
MARCH 5, 2021**

**WHAT DOES MORE THAN 3 WORKERS EMPLOYED FOR EACH  
APPRENTICED CRAFT OR TYPE OF WORK PERFORMED MEAN?**

For a public works project over \$100,000, the Apprenticeship Utilization Act – Nevada Revised Statutes (NRS) section 338.01165, would be triggered when there were more than 3 workers employed for each apprenticed craft or type of work to be performed on the public works project. NRS section 338.01165 does not specify or clarify if the more than 3 is for the entire public works project, or more than 3 for a specific day(s), week(s), and/or another period. NRS section 338.01165 does however clarify that for Horizontal Construction, if there are more than 3 workers employed for each apprenticed craft or type of work performed, then 3% of the total hours for that apprenticed craft or type of work performed must be worked by an apprentice. For Vertical Construction, it is 10% of the total hours for that apprenticed craft or type of work performed that must be worked by an apprentice.

The Office of the Labor Commissioner/Labor Commissioner (OLC/LC) has interpreted the plain language of NRS section 338.01165 in connection with the legislative history and intent to mean that there must be more than 3 employees/workers employed on the public works project/work site at any one time and/or the same time for each apprenticed craft or type of work performed to trigger the requirements of NRS section 338.01165. In other words, there must be a “crew” of more than 3 employees/workers for each apprenticed craft or type of work performed on the public works project/work site at the same time for the requirements of NRS section 338.01165 to apply. This could include a crew of more than 3 employee/workers of an apprenticed craft or type of work performed present at the same time on the project/work site for only 1 full day of work. The OLC/LC would also look to the potential rotation of crews to avoid the requirements of NRS section 338.01165.

# CITY OF SPARKS

## Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Project: \_\_\_\_\_ Contractor: \_\_\_\_\_

Craft/Type of Work	More than 3 Employees Anticipated?	Anticipate Needing Waiver?†
<b>Air Balance Technician</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Alarm Installer</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Boilermaker</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Bricklayer</b> , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Carpenter</b> , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Cement Mason</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Electrician</b> , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Elevator Constructor</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Fence Erector</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Flag Person</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Floor Coverer</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Glazier</b> (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Highway Striper</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Hod Carrier</b> , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Iron Worker</b> , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Laborer</b> , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Lubrication and Service Engineer</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Mason</b> , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Mechanical Insulator</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Millwright</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Operating Engineer</b> , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Painters and Allied Trades</b> , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Pile Driver (non-equipment)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Craft/Type of Work	More than 3 Employees Anticipated?	Anticipate Needing Waiver?‡
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Soils and Materials Tester, includes certified soil tester	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other*:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>‡Pursuant to the Labor Commissioner’s Nov. 27, 2019 Advisory Opinion, waivers are not required in those crafts/types of work where no recognized apprenticeship program exists in the region where the public work is located. Contractor is responsible for verifying whether recognized apprenticeship programs exist in the region for each craft/type of work to be performed.</p>		
<p>*Contractor is responsible for ensuring all crafts/types of work to be performed on the public work are accounted for in this checklist. Attach additional pages if needed.</p>		

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_

**STATE OF NEVADA**  
**Office of the Labor Commissioner**

**REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK**

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit [www.labor.nv.gov](http://www.labor.nv.gov) or the Nevada State Apprenticeship Council at [www.owinn.nv.gov/Apprenticeship/AboutSAC/](http://www.owinn.nv.gov/Apprenticeship/AboutSAC/) \*The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: \_\_\_\_\_ Date Request Submitted: \_\_\_\_\_

Name of Registered Apprenticeship Program: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Address: \_\_\_\_\_, \_\_\_\_\_, NV \_\_\_\_\_  
Tel No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Requestor Information:  
Contractor/Subcontractor: \_\_\_\_\_ License Number: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Tel No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Availability Request Information:  
Number of Apprentice(s) Required: \_\_\_\_ Craft or Trade: \_\_\_\_\_  
Apprentice(s) Report Date: \_\_\_\_\_ (5 business days' notice required) Report Time: \_\_: \_\_ \_\_.  
Name of Person to Report to: \_\_\_\_\_  
Address to Report to: \_\_\_\_\_, \_\_\_\_\_, NV \_\_\_\_\_

Project Information:  
Contract Name/Number: \_\_\_\_\_ Project Location: \_\_\_\_\_  
Awarding Body Name: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Tel No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
 Print Name/Title \_\_\_\_\_ \*Signature \_\_\_\_/\_\_\_\_/\_\_\_\_ Date

\*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved:  Request Denied:

Notes: \_\_\_\_\_  
 \_\_\_\_\_

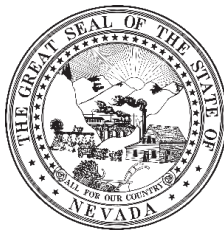
\_\_\_\_\_  
 Print Name/Title \_\_\_\_\_ Signature \_\_\_\_/\_\_\_\_/\_\_\_\_ Date  
 Date Received: \_\_\_\_\_ Date Returned: \_\_\_\_\_



**Governor's Office of Workforce  
Innovation (OWINN)**

Main Phone # 702-486-8080

**When completed, email to:**  
NVApprenticeship@gov.nv.gov



**REQUEST FOR NEVADA  
REGISTERED APPRENTICE  
VERIFICATION**

Name of requesting contractor/awarding body/organization:	
Name and title of person requesting this verification:	
Contact phone # of person requesting this verification:	
Email address of person requesting this verification:	
Date this request was submitted to OWINN:	
Additional information regarding current Public Works projects for requester: (for example, project owner(s), PWP/contract #(s), project name(s), etc.)	

*APPRENTICE NAME (First, Last)	RAPIDS ID #	OCCUPATION	APPRENTICESHIP PROGRAM (for example, Local 12)
Additional information regarding apprentice(s): (for example, apprentice status, wage %, etc.)			

\*Apprentices only need to be verified once per year/per contractor, and once approved, can be used for multiple Public Works.

*Note: The Requesting Contractor/Awarding Body/Organization certifies and assures the information above is true and correct. It also acknowledges that Journeymen wages must be paid for time worked during canceled or suspended time periods or when required ratios are not met. Furthermore, the OWINN office will not process this Apprentice Verification request unless this form is signed, and ALL FIELDS are completed.*

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

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**FOR OWINN USE ONLY**

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

Occupation	Initial Ratio		Ratio Thereafter	
	Apprentice(s)	per Journeymen	Apprentice(s)	per Journeymen
	_____ / _____		_____ / _____	
	_____ / _____		_____ / _____	

OWINN Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF NEVADA**  
**Office of the Labor Commissioner**

**APPRENTICESHIP UTILIZATION ACT WAIVER REQUEST**

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

A Public Body, upon the request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, "Good Cause" exists. The Labor Commissioner may also grant a waiver from the requirements of SB 207 after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish "Good Cause."

**Public Works Project (PWP) #** \_\_\_\_\_

**Awarding Body Name:** \_\_\_\_\_

**Contact Person/Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_, NV \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Contractor/Subcontractor:** \_\_\_\_\_ **License Number:** \_\_\_\_\_

**Contact Person/Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_, \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

Please check the box for the reason for a Waiver Request and provide/submit supporting documentation/evidence:

Yes No

**There are no Apprentices available from an Apprenticeship Program Registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed.**

Yes No

**The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage Apprentice or Journeyworkers.**

Yes No

**The contractor or subcontractor has requested Apprentices from a Registered Apprenticeship Program and the request has been denied or the request has not been approved within 5 business days.**

Please attach additional documentation/evidence supporting the Waiver Request or describe why an Apprentice is not available or cannot be provided:

\_\_\_\_\_

\_\_\_\_\_  
Contractor/Subcontractor Name Date Waiver Request Submitted to Awarding Body \*Signature

\_\_\_\_\_  
Awarding Body Printed Name/Title \*Signature Date

*\*By signing this form, you certify that the information you have provided is true and correct to the best of your knowledge.*

**For Office of the Labor Commissioner's Use Only:**

Waiver Request Approved:  Waiver Request Denied:

Notes: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title Signature Date

**Date Received:** \_\_\_\_\_ **Date Returned:** \_\_\_\_\_

# **Forms**

**(to be used following award of bid)**

- 1) Contract Form**
- 2) Performance Bond**
- 3) Payment Bond**



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**TITLE**  
**BID # BIDNUMBER**  
**PWP# PWPNUMBER**

THIS CONTRACT made and entered into on this DAY day of MONTH, YEAR by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **CONTRACTORNAME**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Contractor for providing material and/or performing the work hereinafter mentioned in accordance with the proposal of said Contractor;

WHEREAS, the Contractor will provide the material and/or perform the work for the compensation stated in said proposal, an amount which has been arrived at between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The scope of work for this contract is generally defined as **TITLE**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained within these Documents, including any and all bid documents, addenda and specifications issued by the City, are hereby incorporated by reference into this Contract.

The Contractor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therein, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

**2. Payment for Project Services**

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the bid and not to exceed fee of **\$AMOUNT** for the project.

A monthly progress payment in the amount of ninety-five percent (95%) of the value of the work completed may be made every thirty (30) days upon application by the Contractor and certification by the Project Manager that such work has been completed.

Partial payments will be made once each month as the work satisfactorily progresses and after acceptance



by the authorized City representative. The progress estimates shall be based upon materials in place, or on the job site and invoiced, and labor expended thereon. From the total of the amount ascertained will be deducted an amount equivalent to five percent (5%) of the whole, which five percent (5%) will be retained by the City until after completion of the entire Contract in an acceptable manner. Any time after fifty percent (50%) of the value of the work has been completed, the City will make any of the remaining partial payments in full.

No such estimates or payments shall be required to be made, when, in the judgment of the City Project Manager, the work is not proceeding in accordance with the provision of the Contract, or when in his judgment the total value of the work done since last estimate amounts to less than Five Hundred Dollars (\$500.00).

The cost of materials conforming to the plans and specifications (materials being those which are required to be contained and incorporated in a finished contract bid item) delivered to the project and not at the time incorporated in the work, may also be included in the estimate for payment. No such estimate or payment shall be construed to be an acceptance of any defective work or improper material. The Contractor shall be responsible for, and shall not remove from the project any material that has been included in the estimate for payment.

Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

**3. Time for Completion:**

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within \_\_\_\_\_ days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

**4. No Unlawful Discrimination:**

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without



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

Any violation of these provisions by Contractor shall constitute a material breach of contract. In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

**5. No Illegal Harassment:**

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Contractor, its officers, employees, agents, vendors, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of contract.

**6. Lawful Performance:**

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

**7. Preferences (This Section  IS  IS NOT Applicable to this contract):**

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

- 1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- 2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
- 3. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a



material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

**8. Prevailing Wages:**

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects."

The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

Questions involving the Prevailing Wage Rates for the City of Sparks should be referred to the Labor Commissioner, State of Nevada, at (775) 687-4850.

When federal money is associated with the project making the Contract subject to both state and federal wage rates, the Contractor shall not pay less than the higher rate when the two rates differ for similar kinds of labor.

- A. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- B. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.
- C. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:
  - (1) The name of the worker;



- 
- (2) The occupation of the worker;
  - (3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
  - (4) The actual per diem, wages and benefits paid to the worker.

In addition, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

D. The records in Section C above must be open at all reasonable hours to the inspection of the City of Sparks, and its officers and agents. A copy of the each record for each calendar Month for the General Contractor and all Sub-Contractors must be submitted to the City of Sparks no later than 15 days after the end of each month for the previous months' wages.

#### 9. Apprenticeship Utilization Act:

Senate Bill 207 (Apprenticeship Utilization Act) passed during the 2019 Legislative Session added sections 338.0116 and 338.01165 to the NRS. These new provisions apply to bids for public works where the value exceeds \$100,000.00. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

A contractor or subcontractor engaged in **horizontal construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

**“Horizontal Construction”** means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work, including, without limitation, any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and any other work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

A contractor or subcontractor engaged in **vertical construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.





**“Vertical Construction”** means any construction, alteration, repair, renovation, demolition or remodeling necessary to complete a public work for any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any other work or improvement appurtenant thereto.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a modification or waiver from the requirements of NRS 338.01165 after work on the public work has commenced.

**10. Acceptance by the City:**

It is expressly understood and agreed that all materials provided and/or work done by the Contractor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight. Nothing herein contained shall relieve the Contractor of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Contract until all work has been completed and accepted by the City.

**11. Waiver:**

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

**12. Notices:**

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER  
CITY OF SPARKS  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

CONTRACTOR:  
**CONTACT**  
**CONTRACTORNAME**  
**ADDRESS**  
**CITY, STATE ZIP**  
e-mail:

**13. Arbitration:**

Any and all disputes, controversies or claims arising under or in connection with this Contract, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in



accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

**14. Jurisdiction and Venue:**

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

**15. Indemnification:**

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

**In cases of professional service agreements, requiring professional liability coverage:**

If the insurer by which a Consultant is insured against professional liability does not so defend the



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City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**16. Licenses and Permits:**

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All Contractors, Sub-Contractors and Suppliers doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

**17. Insurance:**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.**

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.



Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

**Commercial General Liability**

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

***Minimum Limits of Insurance***

- \$2,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.



***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Primary and Non-Contributory***

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

***Waiver of Subrogation***

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

***Endorsements***

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

***Electronic Data Liability***

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to,



corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

***Railroad Protective Liability***

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

**Business Automobile Liability**

***Minimum Limits of Insurance***

**\$1,000,000** Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

***Coverage Form***

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

***Additional Insured***

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

***Endorsements***

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

***Waiver of Subrogation.***

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery



of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

**Workers' Compensation and Employer's Liability**

Contractor shall carry and maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

***Minimum Limits of Insurance***

Workers' Compensation:        Statutory Limits  
Employer's Liability:         **\$1,000,000** Bodily Injury by Accident – Each Accident



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**\$1,000,000** Bodily Injury by Disease – Each Employee  
**\$1,000,000** Bodily Injury by Disease – Policy Limit

***Coverage Form***

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer’s Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

**Professional Liability Insurance (if Applicable)** \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

**Contractors Pollution Liability Insurance (If Applicable)-** \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to “hazardous materials” as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor’s pollution liability insurance.

If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

**ALL COVERAGES**

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the





insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

#### **DEDUCTIBLES AND RETENTIONS**

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

#### **OTHER INSURANCE PROVISIONS**

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

#### **VERIFICATION OF COVERAGE**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of



premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

**D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

**All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences.** The City reserves the right to require complete certified copies of all required insurance policies at any time.

#### **SUBCONTRACTORS**

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

#### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### **18. Liquidated Damages:**

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the



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Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) \$AMT for each \_\_\_\_\_ day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

**19. Material Breach of Contract:**

In the event Contractor fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and Contractor's failure to cure such breach within the time specified in the notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Contractor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**20. Force Majeure:**

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

**21. Termination:**

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Contractor from damages owed to the City, or seek other remedy including action against all bonds. The Contractor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

**22. Assignment:**

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Contractor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**23. Entire Contract:**

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

**24. Severability:**

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

**25. Headings:**

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision herein.



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**26. Singular Includes the Plural; Gender; Title Reference:**

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

**27. Execution:**

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

**THIS SPACE INTENTIONALLY LEFT BLANK**



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IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Vendor)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

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

By: \_\_\_\_\_  
Ed Lawson, Mayor

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

# CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **CONTRACTORNAME** hereinafter designated as the "Principal" a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTENAMOUNT** dollars (**\$AMOUNT**), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Sparks in the State of Nevada, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time, if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Sparks in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the obligation in the said sum of **WRITTENAMOUNT** dollars (**\$AMOUNT**), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, to the work or to the specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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

Principal

By \_\_\_\_\_

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

Surety

By \_\_\_\_\_

# CITY OF SPARKS, NEVADA – Payment Bond – Labor & Materials

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTORNAME** hereinafter designated as the "Principal" a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTENAMOUNT** dollars (\$**AMOUNT**), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor as required by the provisions of NRS 612, and provided that the claimant shall have complied with the provisions of said law, the Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding the sum specified in this bond, then the above obligation shall be null and void; otherwise to remain in full force and account. In case suit is brought upon this bond, the said Surety agrees to pay a reasonable attorney's fees to be fixed by the Court.

The Bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under NRS 339 as to give a right of action to them or their assigns in any suit brought upon this Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_