

**BID FOR**

**2023 RDA #1 STREET REHABILITATION**

**BID # 22/23-028**

**PWP # WA-2023-215**

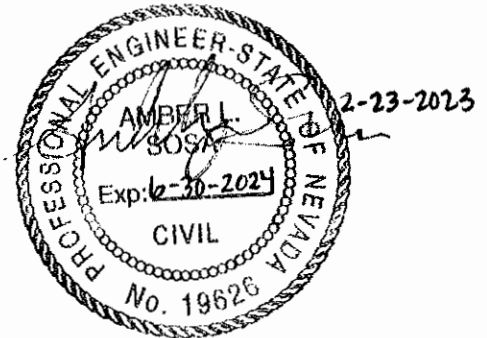
**BIDS DUE NOT LATER THAN: 1:45 PM ON MARCH 15, 2023**

**PUBLIC BID OPENING: 2:00 PM ON MARCH 15, 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: \_\_\_\_\_

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P.O. BOX 857  
SPARKS, NV 89432-0857

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

**CITY OF SPARKS  
NOTICE TO BIDDERS  
2023 RDA #1 STREET REHABILITATION  
BID # 22/23-028 / PWP # WA-2023-215**

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 MARCH 15, 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 March 15th. 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 MARCH 15, 2023** via Zoom video/audio conferencing. Meeting # 819 8331 5581. Meeting Passcode: 788144 with a direct link of:  
<https://us02web.zoom.us/j/81983315581?pwd=TnlhRnBWdDJLelZyNzlkMmpFOGZwQT09>

**PROJECT DESCRIPTION:** Removal and replacement of curb, gutter, sidewalk and driveway approaches, ADA ramps, drain inlets, and roadway rehabilitation on City streets identified within 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: March 1, 2023  
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. \_\_\_\_\_ “Certificate of Eligibility” (Local Preference) - If bid exceeds \$250,000 and Contractor wishes to potentially apply their preference.
7. \_\_\_\_\_ Bid Bond
8. \_\_\_\_\_ Signed Bid Addenda (if applicable)

**CITY OF SPARKS  
 BID ITEM SCHEDULE**

**BID TITLE: 2023 RDA #1 STREET REHABILITATION**

**BID # 22/23-028 / PWP# WA-2023-215**

**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	5	HR	Provide Root Mitigation by an ISA Certified Arborist, complete and in place (contingent item)	\$ _____ /HR	\$ _____
2	50	SF	Furnish & Install ½-inch Steel Plate with Non-Skid Surface, complete and in place (contingent item)	\$ _____ /SF	\$ _____
3	50	LF	Furnish & Install 12-Inch, SDR-35 Storm Drain Lateral Pipe, Removal/Disposal of Existing Pipe, and All Appurtenances, complete and in place.	\$ _____ /LF	\$ _____
4	150	LF	Furnish & Install 15-Inch, SDR-35 Storm Drain Pipe, Removal/Disposal of Existing Pipe, and All Appurtenances, complete and in place.	\$ _____ /LF	\$ _____
5	1	EA	Furnish & Install Type I Storm Drain Manhole and All Appurtenances, complete and in place.	\$ _____ /EA	\$ _____
6	1	EA	Furnish & Install Type IV Storm Drain Manhole and All Appurtenances, complete and in place.	\$ _____ /EA	\$ _____

7	146,510	SF	Roadbed Modification, 3% Cement, 6-inch Depth (5th Street, Wright Way, E Street)	\$ _____ /SF	\$ _____
8	139,873	SF	Roadbed Modification, 5% Cement, 8-inch Depth (7th Street, 6th Street-Prater to D Street)	\$ _____ /SF	\$ _____
9	34,017	SF	Remove Existing Asphalt, Base and Composite Materials to Subgrade Depth (+/- 12"), Place 8-inches (8") of Pulverized Materials, Add 5% Cement to a Depth of 8-inches (8"), Mix, Grade, Compact and Cure, complete in place (6th Street-D Street to Victorian Ave.)	\$ _____ /SF	\$ _____
10	100	CY	Over-excavation of Unsuitable Material, Furnish & Place Type 1 Aggregate Base, complete and in place (contingent item)	\$ _____ /CY	\$ _____
11	320,400	SF	Furnish & Place 4-Inch Plantmix Bituminous Pavement, complete and in place	\$ _____ /SF	\$ _____
12	1	EA	Remove Existing, Furnish & Install New Type 3-R Drainage Inlet, complete and in place	\$ _____ /EA	\$ _____
13	70	LF	Remove Existing and Construct PCC Type 1 Curb and Gutter, complete and in place	\$ _____ /LF	\$ _____
14	235	LF	Remove Existing and Construct PCC Post Curb, complete and in place	\$ _____ /LF	\$ _____
15	3,010	SF	Remove Existing and Construct PCC Sidewalk, complete and in place	\$ _____ /SF	\$ _____
16	2,210	SF	Remove Existing and Construct PCC Commercial Driveway/Alley Approach, complete and in place	\$ _____ /SF	\$ _____
17	900	SF	Remove Existing and Construct PCC Valley Gutter and Spandrel (3-foot or 6-foot wide), complete and in place	\$ _____ /SF	\$ _____
18	3	EA	Remove Existing and Construct PCC ADA Accessible Ramp, complete and in place	\$ _____ /EA	\$ _____

19	22	EA	Protect and Adjust Manhole to Finish Grade, Including New Frame and Cover, complete and in place	\$ _____ /EA	\$ _____
20	94	EA	Protect and Adjust Utility Valve to Finish Grade, complete and in place	\$ _____ /EA	\$ _____
21	6	EA	Protect and Adjust Utility Box to Finish Grade, complete and in place	\$ _____ /EA	\$ _____
22	8	EA	Remove, Furnish & Install Survey Monuments, complete and in place	\$ _____ /EA	\$ _____
23	1,050	LF	Furnish & Install 4-inch Solid Double Yellow Stripe (Type II Waterborne), complete and in place	\$ _____ /LF	\$ _____
24	175	LF	Furnish & Install 4-inch Broken Yellow Stripe (Type II Waterborne), complete and in place	\$ _____ /LF	\$ _____
25	350	LF	Furnish & Install Stop Bar (Thermoplastic), complete and in place	\$ _____ /LF	\$ _____
26	900	LF	Furnish & Install International Crosswalk (Thermoplastic), complete and in place	\$ _____ /LF	\$ _____
27	24	EA	Furnish & Install 8-foot Stop Legend (Thermoplastic), complete and in place	\$ _____ /EA	\$ _____
28	4	EA	Furnish & Install Directional Arrow Legends (Thermoplastic), complete, in place, at	\$ _____ /EA	\$ _____
29	1	LS	Force Account	\$ 50,000.00	\$ 50,000.00

**Total Price for 2023 RDA #1 STREET REHABILITATION PROJECT**

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

**(written total bid price)**

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



## 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 RDA #1 STREET REHABILITATION**, Bid # **22/23-028**, 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 \_\_\_\_\_



## Local Preference Affidavit

***NEW Instructions:*** This form is required to receive a preference in bidding on projects exceeding \$250,000. This form must be submitted no later than two (2) hours following the opening of bids, only if the bidder wishes for their preferential status( established by their current Certificate of Eligibility) to be considered in the evaluation of bids. A copy of the bidder’s Certificate of Eligibility must be submitted at the time the contractor submits their bid.

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **2023 RDA #1 STREET REHABILITATION (Bid #22/23-028)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of \_\_\_\_\_, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of workers employed on the public work possess a Nevada driver’s license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

**These requirements are not applicable to Contractors who do not use the “Bidder’s Preference” eligibility certificate in their bid or do not receive an advantage in ranking of bids due to their preference status.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

State of \_\_\_\_\_ )  
 )ss.  
 County of \_\_\_\_\_ )

\_\_\_\_\_ STAMP AND SEAL  
 Notary Signature

**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 # **22/23-028**, PWP # **WA-2023-215**, for the **2023 RDA #1 STREET REHABILITATION**.

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 RDA #1 STREET REHABILITATION**, 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/>

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**



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**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 RDA #1 STREET REHABILITATION**  
**BID #22/23-028 / PWP# WA-2023-215**

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, commercial driveways, ADA ramps, storm drain improvements, roadbed modification of existing roadway materials, placement of new asphalt paving, striping and traffic control on City streets identified within the bid documents .

**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 on the City’s website. For any work not specifically covered by the City’s ‘Standard Details’, the contractor shall refer to the “Standard Details for Public Works Construction” (Orange Book), and any revisions thereto if not covered or amended by the Special Provisions.

**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. All work described in this document shall be completed within **thirty (30) working days** from the time of issuance of the Notice to Proceed. **All paving shall be completed no later than September 29, 2023.**

*Contractor is cautioned that multiple events are scheduled in the Downtown Sparks area during the Spring and Summer months, typically between May 26, 2023 and September 4, 2023. The project area is heavily used during these events for parking, staging, etc. The Contractor will be made aware of any special events that may impact the project at least 7-days prior to event. Additional requirements may be requested by the city of Sparks during this time including but not limited to temporary asphalt patching, additional traffic control, additional consideration for pedestrian movements, removal of traffic control, revised work hours, etc. as directed by the City Project Coordinator. All additional requirements to*

*accommodate special events shall be included in the overall schedule and unit bid prices and shall be considered incidental to the project and no direct payment will be made.*

#### **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 thirtieth (30) working day completion time limit or every working day delay after the established paving completion date of **September 29, 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 City Project Coordinator 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 CITY PROJECT COORDINATOR AND INSPECTOR**

All work shall be done under the supervision of the City 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 City 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 street 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 Sparks downtown and surrounding area host various special events throughout the year. The Contractor will be made aware of any special events that may impact the project at least 7-days prior to event and may require accommodation be made. Refer to Section 5 of the Special Provisions for additional details.

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

- Asphalt Mix Design
- Cement for Roadbed Modification
- Manhole Components including Rings and Covers
- Storm Drain PVC Pipe and Appurtenances
- ADA Truncated Dome Warning Panel
- Concrete Curing Compound
- Pavement Markings

## **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 City 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.

The City of Sparks downtown and surrounding area host various special events throughout the year. The Contractor will be made aware of any special events that may impact the project at least 7-days prior to event and may require accommodation be made. Refer to Section 5 of the Special Provisions for additional details.

Special consideration shall be given to schools (including pre-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 & gutter (runs over 75 linear feet), utilities, centerline monument establishment, compaction testing, asphalt 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 RDA #1 STREET REHABILITATION**  
**BID #22/23-028 / PWP# WA-2023-215**

**BID ITEM 1 ~ Provide Root Mitigation By An Isa Certified Arborist, complete and in place (CONTINGENT)**

The Contractor shall employ an ISA certified Arborist to perform root crown excavation/root pruning and shall coordinate this through the City of Sparks Assistant Public Works Manager. This item is the performance of root mitigation. The work comprising the unit price bid for this item shall consist of all labor, equipment, materials and incidentals necessary to trim all trees, roots, landscaping and stumps by an ISA Certified Arborist. ISA Certified Arborist shall be considered a contingent item and will not be subject to the 25% rule that is outlined within the Orange Book section 153.00.

The final pay quantity shall be the unit bid price per hour based on the submitted and approved invoice from the certified arborist.

**BID ITEM 2 ~ Furnish & Install ½-Inch Steel Plate With Non-Skid Surface, complete and in place (CONTINGENT)**

This item of work will consist of all labor, equipment, materials and incidentals necessary for the installation of ½-inch steel plates in root mitigation areas that are recommended by the Contractors Certified Arborist and approved by the City of Sparks Assistant Public Works Manager. Placement of ½-inch steel plate shall be considered a contingent item and will not be subject to the 25% rule that is outlined within the Orange Book section 153.00.

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

**BID ITEM 3 & 4 ~ Furnish & Install 12-Inch, SDR-35 Storm Drain Lateral Pipe, Removal/Disposal of Existing Pipe, and All Appurtenances, complete and in place. & Furnish & Install 15-Inch, SDR-35 Storm Drain Pipe, Removal/Disposal of Existing Pipe, and All Appurtenances, complete and in place.**

This item includes providing all labor, materials, equipment, tools, excavation, trenching, compaction, loading, hauling, unloading, and all incidentals necessary to complete the installation of 12-inch and 15-inch, SDR 35 storm drain pipe as shown on the storm drain rehabilitation sheet. Pipe shall be furnished complete with all joining materials and other necessary appurtenances. All damaged or defective pipe and appurtenances shall be rejected and removed from the project site. The work shall include, trenching, dewatering, shoring, bedding, backfill, compaction, disposal of existing pipes, installation of new pipe, connections to new/existing manholes or pipe, sealing of manhole terminations, finishing of the connections to new/existing manholes, disposal of excavated materials, temporary pavement patching (as necessary), incidentals and appurtenances necessary to complete the pipeline installation work.

*Installation of the storm drain pipe and any and all appurtenances as shown on the Storm Drain Rehabilitation sheet is anticipated to be "field fit" at the time of placement. The Contractor shall be responsible for verifying that the proposed alignment, including manholes (if applicable) can be constructed both horizontally and vertically. The contractor shall also be responsible for establishing the pipe slope which will run consistent from point to point. Once the contractor has established an alignment, they shall review with the City Project Coordinator prior to placement. The "field fit" process shall be considered incidental and should be included in the unit price.*

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

**BID ITEM 5 & 6 ~ Furnish & Install Type I Storm Drain Manhole and All Appurtenances, complete and in place & Furnish & Install Type IV Storm Drain Manhole and All Appurtenances, complete and in place**

This item includes providing all labor, materials, equipment, tools, excavation, trenching, dewatering, compaction, shoring, bedding, backfill, loading, hauling, unloading, and all incidentals necessary to complete the installation of either a Type I or Type IV storm drain manhole at locations as shown on the Storm Drain Rehabilitation sheet. This item also includes installation of new manhole frames and covers, placement of the barrel, cone, grade rings, temporary asphalt patching (as necessary), excavation of the existing materials to accommodate the installation of the new storm drain manhole per the City Standard detail, disposal of the excavation materials and incidentals at a suitable facility.

*Installation of the storm drain pipe and any and all appurtenances as shown on the Storm Drain Rehabilitation sheet is anticipated to be "field fit" at the time of placement. The Contractor shall be responsible for verifying that the proposed alignment, including manholes (if applicable) can be constructed both horizontally and vertically. The contractor shall also be responsible for establishing the pipe slope which will run consistent from point to point. Once the contractor has established an alignment, they shall review with the City Project Coordinator prior to placement. The "field fit" process shall be considered incidental and should be included in the unit price.*

The final 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 7 ~ Roadbed Modification, 3% Cement, 6-inch Depth (5th Street, Wright Way, E Street)**

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, pulverize existing asphalt, base and composite materials to a depth of 10-inches (10"), haul away excess material to accommodate four inches (4") of plantmix bituminous pavement, process and blend the pulverized material and cement modifier, at a rate of three (3%) to a depth of six inches (6"), compact, finish grade and cure with a cross slope of not less than two percent (2%) nor greater than three percent (3%).

The contractor should be aware that the actual existing pavement and base thickness may vary, that steep crowns, flat crowns, off-set crowns, quarter crowns, excessive existing pavement thicknesses, or other variations in the existing section may necessitate removal of existing materials to depths greater than shown on the plans. No additional payment shall be made for excess material removed from the site or import material that may be necessary to achieve the depths, lines, and grades shown on the plans.

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

**BID ITEM 8 ~ Roadbed Modification, 5% Cement, 8-inch Depth (7th Street, 6th Street-Prater to D Street)**

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, pulverize existing asphalt, base and composite materials to a depth of 12-inches (12"), haul away excess material to accommodate four inches (4") of plantmix bituminous pavement, process and blend the pulverized material and cement modifier, at a rate of five (5%) to a depth of eight inches (8"), compact,

finish grade and cure with a cross slope of not less than two percent (2%) nor greater than three percent (3%).

The contractor should be aware that the actual existing pavement and base thickness may vary, that steep crowns, flat crowns, off-set crowns, quarter crowns, excessive existing pavement thicknesses, or other variations in the existing section may necessitate removal of existing materials to depths greater than shown on the plans. No additional payment shall be made for excess material removed from the site or import material that may be necessary to achieve the depths, lines, and grades shown on the plans.

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

**BID ITEM 9 ~ Remove Existing Asphalt, Base and Composite Materials to Subgrade Depth (+/- 12"), Place 8-inches (8") of Pulverized Materials, Add 5% Cement to a Depth of 8-inches (8"), Mix, Grade, Compact and Cure, complete in place (6th Street-D Street to Victorian Ave.)**

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, removal of the existing asphalt, base and composite materials to subgrade depth (+/- 12"), static roll existing subgrade materials, furnish and place 8-inches (8") of pulverized material (*eight inches of pulverized material shall be from north section of 6<sup>th</sup> Street*), process and blend the existing material and cement modifier, at a rate of five (5%) to a depth of eight inches (8"), compact, finish grade and cure with a cross slope of not less than two percent (2%) nor greater than three percent (3%).

The contractor should be aware that the actual existing pavement and base thickness may vary, that steep crowns, flat crowns, off-set crowns, quarter crowns, excessive existing pavement thicknesses, or other variations in the existing section may necessitate removal of existing materials to depths greater than shown on the plans. No additional payment shall be made for excess material removed from the site or import material that may be necessary to achieve the depths, lines, and grades shown on the plans.

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

**BID ITEM 10 ~ Over-excavation of Unsuitable Material, Furnish & Place Type 1 Aggregate Base, complete and in place (CONTINGENT)**

This item is for over excavation of any unsuitable material that is encountered during construction of the roadway. Material that can be used is a Type 1 Aggregate base or approved equal. Work shall include but is not limited to the removal of over-excavation materials, placement of geotextile stabilizing fabric (180N or equal), and full compensation for furnishing all backfill materials, equipment, and labor for the hauling, placing, spreading, watering, mixing, compacting and other incidentals necessary to complete the work, as specified. Over excavation of unsuitable material shall be considered a contingent item and will not be subject to the 25% rule that is outlined within the Orange Book section 153.00.

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

**BID ITEM 11 ~ Furnish & Place 4-Inch Plantmix Bituminous Pavement, complete and in place**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, tack coat, placement and compaction of four inches (4") of plantmix bituminous pavement.

The plantmix bituminous pavement shall be either:

**OPTION 1**

Four-inches (4") of Type 3, 50 blow, 3% air void mix using PG64-28NV asphalt cement,

**OR**

**OPTION 2**

Two-inches (2") of Type 2, 50 blow, 4% air void mix using PG64-28NV asphalt cement for bottom lift

and Two-inches (2") Type 3, 50 blow, 3% air void mix using PG64-28NV asphalt cement for top lift.

Aggregates for either method selected shall be pre-marinated with lime per NDOT specifications. Recycled Asphalt Pavement (RAP) up to 15% will be allowed; however, all virgin aggregates will be subject to lime pre-marinating per NDOT specification.

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 12 ~ Remove Existing, Furnish & Install New Type 3-R Drain Inlet, complete and in place**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, excavation and disposal of existing drain inlet, along with any unsuitable sub grade material including existing base, installation of new Type 2 aggregate base compact to 95% MDD, installing a new Type 3-R drain inlet, and connecting to existing drain pipe per Standard Specifications and Details.

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 13 & 14 ~ Remove Existing and Construct PCC Type 1 Curb And Gutter, complete and in place & Remove Existing and Construct PCC Post Curb, complete and in place.**

This work shall consist of all labor, equipment, materials and all incidentals necessary to remove and replace PCC curb and gutter and post curb at the locations indicated in the field. Work shall include, but not be limited to the removal of the existing PCC curb and gutter or post curb, existing aggregate base and/or subgrade materials, sawcutting adjacent bituminous plantmix pavement and/or concrete, and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth in the areas indicated on the plans. PCC curb and gutter includes all types of curb and gutter indicated on the plans. Also included in these items is the construction of PCC curb and gutter or post post and to supply and install new aggregate base material with a compacted thickness of 6-inches.

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 15 ~ Remove Existing and Construct PCC Sidewalk, complete and in place.**

This work shall include the removal of the existing PCC sidewalk and the existing aggregate base and/or subgrade materials, sawcutting adjacent bituminous plantmix pavement and/or concrete, and removal of existing materials, including tree roots, to the bottom of the new aggregate base depth in the areas indicated on the plans. Also included in this item is the construction of PCC sidewalk and to supply and install 4-inch depth, of new aggregate base material; any grading necessary behind the new sidewalk to achieve a maximum slope of 3:1; and placement of bituminous plantmix and/or concrete transition patches at the back of improvements, as necessary, shall be included in this item at no additional charge to the Agency.

Any existing improvements adjacent to new or replaced sidewalk 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 16 ~ Remove Existing and Construct PCC Commercial Driveway/Alley Approach, complete and in place.**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, excavation and disposal of existing driveway approach, along with any unsuitable sub grade material including existing base, installation of new Type 2 aggregate base to a depth of six inches (6") compact to 95% MDD, reinforcing steel, and placement of a concrete driveway approach per Standard Specifications and Details. Driveway quantity will be measured from the **top of the wing**. Using steel plates as referenced and/or necessary shall be included in this item at no additional charge.

*Placement of plantmix bituminous patches behind the driveway shall be included under this bid item and considered incidental.*

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 17 ~ Remove Existing and Construct PCC Valley Gutter and Spandrel (3-foot or 6-foot wide), complete and in place.**

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting, removal of existing materials including asphalt, concrete, rebar, existing base / sub grade, disposing of excavated material in a lawful manner, and installing new concrete reinforced (#4 Rebar, 18" on center) valley gutter and spandrel including six inches (6") of new Type 2 base, compact to 95% MDD and placement per Standard Specifications and Details.

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 18 ~ Remove Existing and Construct PCC ADA Accessible Ramp, complete and in place**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, 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 4-foot wide ADA access ramp including truncated domes and any needed curbing on the back edge of the walkway per Standard Specifications and Details. 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.

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 19 ~ Protect and Adjust Manhole To Finish Grade, Including New Frame And Cover, complete and in place**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, lowering existing manhole rims, supplying new manhole rims and covers, and raising and installing new rims and covers per Standard Specifications and Details.

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 ITEMS 20 ~ Protect and Adjust Utility Valve To Finish Grade, complete and in place**

This item is the protection and adjustment of, utility valve, including water and gas valves, flush valve boxes (including riser pipes), air release valve boxes, water meter boxes, and water and gas test station boxes, at the locations indicated in the field. The work comprising the unit price bid for this item shall consist of all labor, equipment, materials and incidentals necessary for a complete adjustment including, but not limited to, locating; meeting with representatives of the owners of the valve boxes; referencing; protecting; adjusting to final grade; placing Portland cement concrete collar; and cleaning valve box and riser pipe, as necessary.

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 ITEMS 21 ~ Protect and Adjust Utility Box in Roadway To Finish Grade, complete and in place**

This item is the protection and adjustment of utility boxes located within the roadway, at the locations indicated in the field. The work comprising the unit price bid for this item shall consist of all labor, equipment, materials and incidentals necessary for a complete adjustment including, but not limited to, locating; meeting with representatives of the owners of the utility boxes; referencing; protecting; adjusting to final grade; placing Portland cement concrete collar; and cleaning utility box, as necessary.

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 22 ~ Remove, Furnish & Install Survey Monuments, complete and in place**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, removing and installing of survey monuments per Standard Specifications and Details. The Contractor will be required to supply new brass survey pins, new survey street cans and installation of monuments. The City of Sparks will be responsible for all survey work.

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 23 & 24~ Furnish & Install 4-inch Solid Double Yellow Stripe & Furnish & Install 4-inch Broken Yellow Stripe (Type II Waterborne), complete and in place**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, installing centerlines, in NDOT Type II water based paint for the stop approach and centerlines.

All traffic paint shall have two (2) coats per application with a minimum dry thickness of 10 Mil (0.010) per coat. The final dry thickness of both the first and second coat of paint shall be a minimum of 20 Mil's



of the designated material placed. The second coat of paint may be placed once the first coat is completely dry to the touch unless otherwise directed by the City Project Coordinator.

Double stripes are considered a single unit and quantities represent the length of the double stripe. Broken stripes shall include gaps but not breaks.

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

**BID ITEM 25 & 26 ~ Furnish & Install Stop Bar & Furnish & Install International Crosswalk (Thermoplastic), complete and in place**

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 (Pre mark or hot tape).

Length of striping is measured from end to end of the line.

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

**BID ITEM 27 & 28 ~ Preformed Pavement Markings (Thermoplastic), complete and in place**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, installation of various symbols and words that direct traffic. Typical symbols include, but are not limited to, arrows, bicyclist, yield triangles, etc. Typical words include, but are not limited to, STOP, SCHOOL, etc. Work shall include, but not be limited to surface preparation, priming, application, surveying layout, and incidentals necessary for a complete installation.

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 29 ~ 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 29 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 RDA #1 STREET REHABILITATION  
BID #22/23-028 / PWP# WA-2023-215**

**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 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.

The Contractor shall remove existing material including existing asphalt, aggregate base, composite materials to subgrade by a method that does not require excessive pneumatic wheel type equipment on the exposed grade. Should the Contractor place excessive pneumatic wheel construction equipment on the roadway section after the existing asphalt has been removed, all stabilization/over-excavation shall be at the Contractor's expense.

**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.

### **305 TRENCH EXCAVATION AND BACKFILL**

**305.01 Description.** This item shall include furnish all materials, equipment and labor for excavating, trenching, backfilling and temporary patching of all storm drain work delineated on the Improvement Plans, in these Specifications or as directed by the City Project Coordinator.

The Contractor shall verify all inverts, sizes of connection point, confirm grades, and make exploratory excavations as required to locate all possible conflicting utilities and notify the City Project Coordinator in writing of all conflicts prior to ordering materials and prior to commencement of underground construction.

It is anticipated that storm, surface and ground or other waters will be encountered at various times during the work herein contemplated. The contractor shall be responsible for all removal of said water to facilitate the work. All costs associated with removal of groundwater including, but not limited to, bypass pumping shall not be subject to additional payment and be included in applicable pipe installation bid item. Disposal of groundwater into the storm drain system shall not be allowed. The Contractor, by submitting a Proposal, acknowledges that they have investigated the risks arising from such waters and has prepared the Proposal accordingly, and the Contractor by submitting a Proposal assumes all of said risk.

The Contractor shall conduct their operation in such a manner that storm or other waters may proceed uninterrupted along their existing street and drainage courses. Drainage of water from existing catch basins and inlets shall be maintained at all times. Diversion of water for short reaches to protect construction in progress will be permitted if public or private properties are not damaged, or in the opinion of the City Project Coordinator, are not subject to probability of damage.

If public or private property becomes damaged by flood or other waters because of the Contractor's operations, the Contractor shall repair such damage to the satisfaction of the appropriate owner at their expense. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water will be permitted by the City Project Coordinator

Wherever necessary in order to provide proper evacuation of water from the trench and construction area, the Contractor shall at their expense, furnish and operate all necessary pumping equipment, drainage sumps, wellpoint systems and other drainage facilities. Discharge of pumpage shall be at points approved by the City Project Coordinator.

**305.02 Maximum Length of Open Trench.** Maximum length of open trench shall be 300 feet or the amount that can be excavated, pipeline installed, and backfilled within one working day, whichever is less. For work across roads (transverse cuts) the maximum length of open trench shall be 200 feet. The length of time that intersections are closed to traffic must be kept to a minimum. All vehicle travel lanes affected by construction activities shall be opened to traffic before the end of each working day except where approved by the City Project Coordinator, or specifically indicated on the construction drawings.

The trench shall be backfilled before the end of each working day. The Contractor may use steel plating over excavations to satisfy the vehicle travel lane requirements before backfill and temporary pavement placing is completed. The use of steel plates shall conform to the following requirements:

- A. Steel plating shall be flush to existing grade with cold mix applied underneath and around all edges of plate to prevent vibration and minimize noise when vehicles travel over plate.
- B. Use plate locks around the perimeter of the road plate or plates. Plate Locks should not be extended beyond the end of the road plate.
- C. The appropriate sized Plate Shims shall be placed under the road plate where there is not direct contact with the road surface giving the plate full bearing aligning Plate Shim holes with Plate Locks mounting holes as per the manufacturers' recommendations.
- D. 3/8" x 4" threaded concrete anchors with washers shall be placed through the Plate Locks and Plate Shim securing holes into the road surface.
- E. Spacing for the concrete anchors shall be at minimum intervals of 24" or less. Anchor a minimum of 4" and a maximum of 8" from each end. Under high traffic conditions, more frequent spacing may be required to eliminate plate creep.
- F. A "non-slip" surface plate shall be used in crosswalks or high pedestrian areas.
- G. Warning signs must be appropriately placed to caution motorists.
- H. Plate lock holes shall be filled with an epoxy grout. Excessive damage to existing asphalt due to plate locks shall be repaired to the satisfaction of the City Project Coordinator.

**The use of trench plates shall be coordinated through the City Project Coordinator or on-site inspector. Steel trench plates will not be allowed if snow or freezing temperatures are expected.**

**305.08 Bedding.** The bedding materials shall conform to the requirements of Section 200.03.02 "Class A Backfill" and 200.03.04 "Class C Backfill" of the Standard Specifications. A Geotextile fabric shall be non-woven MIRAFL 180N or approved equal shall be used with Class C Backfill. It shall be placed between the backfill and the pipe zone.

In addition to the Standard Specifications, bedding material shall be placed to the limits specified in the Improvement Plans or as shown on the Standard Details. Bedding material shall be compacted to 90% of maximum dry density. Compaction by jetting will not be permitted. Bedding material required for the work day use may only be stored within the limits of the section under construction that is properly

cordoned off by traffic control.

**305.09 Backfill.** Trench backfill material shall be aggregate base materials that conform to the requirements of Section 200.01.03 – “Crushed Aggregate Base” Type 2, Class B or Section 200.01.04 -- “Recycled Aggregate Base” Type 1 (Import) of the Standard Specifications. Crushed or pulverized asphalt concrete, not meeting these requirements, will not be acceptable as aggregate base.

Slurry backfill shall conform to Section 207.02.02 Slurry Cement Backfill, Class A – Excavatable, 50 to 200 psi 28-day strength – of the Standard Specifications for Road and Bridge Construction, Nevada Department of Transportation, latest edition. Excavatable slurry backfill in trenches shall cure for a minimum of 24 hours prior to backfill and compaction on top of slurry.

**305.20 Basis of Payment.** There shall be no direct payment for trench excavation, bedding, trench backfill (native, imported and/or slurry), filter fabric and densification for the storm drain improvements. Compensation for trench excavation, bedding, trench backfill (native, imported and/or slurry), filter fabric, densification and temporary and/or permanent patching as specified to perform the construction operations shall be considered as included in the linear foot price bid for the applicable storm drain replacement bid items, and no additional compensation will be allowed the Contractor.

## 306 STORM DRAIN CONSTRUCTION

**306.01 Description.** Furnish all labor, equipment, and incidentals necessary for installation of storm drain mains and laterals.

**306.02 Materials.** Materials shall conform to Section 203 – “Non-Pressure and Pressure Pipes”, with the following exceptions;

1. PVC solid wall sewer pipe  
Materials for PVC storm drain pipe shall conform to the Standard Specifications unless otherwise specified in these specifications. SDR-35 PVC storm drain pipe shall meet the requirements of ASTM D2412, and shall meet the minimum stiffness of 46 P.S.I. as defined by the requirements of ASTM D3034 or ASTM F679 applied based on diameter. PVC pipe shall be joined by means of gasketed bell and spigot joints and shall have a home mark on the spigot end to indicate proper penetration when joint is made.
2. Pipe connections  
Pipe clamps shall be stainless steel, including bolts and lugs as manufactured by JCM Industries Type 108 or approved equal. Contractor shall furnish full circle, universal clamp couplings with a minimum three-sixteenths (3/16) inch thick neoprene, grid-type gasket. Clamps shall be constructed to fit outside diameter of pipe. Minimum clamp length shall be eighteen (18) inches for replacement pipe O.D. of less than ten and three-quarters (10.75) inches. Flexible couplings shall conform to ASTM C425, as manufactured by Fernco, Series 5000 strong back RC couplings or approved equal.
3. Pipe pillows at main connections  
The concrete pillow shall be Portland Cement Concrete (P.C.C.), 3,000 PSI minimum compressive strength at 28 days, minimum of six sacks of cement per cubic yard with a slump of one to four inches.
4. Mechanical service lateral connections

Push on “wye” fittings shall be used for all service lateral connections into mains 8” to 15” unless otherwise approved.

**306.04 Gravity Lines.** Construction of gravity lines including storm drain laterals shall conform to Standard Specifications Subsection 306. In addition to the Standard Specifications, all storm drain pipe shall be constructed with SDR-35 PVC. Storm drain pipe shall be laid from the downstream discharge point or connection point to the existing system. The new system shall be constructed so laterals are connected so that any storm runoff will drain freely. Storm drain lines shall be laid with the socket or collar ends of the pipe upgrade unless otherwise authorized by the City Project Coordinator. Bell and spigot ends shall be cleaned and lubricated just prior to installation. Pipe shall not be stuck past the home mark.

Fernco, Series 5000 RC couplings or approved equal may be utilized for field joining new pipe to existing pipe at all connection locations. Connections shall be watertight. A concrete pillow shall be constructed beneath the new pipe connection for support. The pillow material shall conform to Section 306.2.3 of these Specifications. The pillow shall have a minimum coverage of six (6) inches under the pipe and extend up to the flowline of the pipes. The length shall be determined in the field by the City Project Coordinator. Contractor shall allow sufficient time for concrete pillow to cure and harden prior to backfill. Contractor shall note it is critical that the transition flowlines at pipe junctions are flush and smooth. Joints that have settled causing a vertical offset or separation at the pipe connection flowline shall be repaired at the contractor’s expense.

Connections to different types of pipe shall be made by means of flanges, specified adapters, or transition fittings. Where sleeve type couplings are used, both shall be uniformly torqued in accordance with pipe manufacturer’s recommendation. Foreign material shall be removed from the interior of the pipe prior to assembly.

The Contractor shall verify all inverts and make exploratory excavations (potholing) as required to locate all possible conflicting utilities and notify the City Project Coordinator in writing of all conflicts at least forty-eight (48) hours prior to commencement of any underground construction unless stated otherwise on the Construction Drawings.

The Contractor shall coordinate the relocation of existing private utilities to be performed by said private utility where shown on the improvement plans and where it is determined during construction that said relocation will be necessary due to conflicts with new facilities to be installed or constructed under this Contract.

The Contractor shall cooperate fully with all utility forces, other Contractors, and forces of other public or private agencies engaged in any type of work which may interfere with the progress of the Contractor's work. The Contractor shall schedule the work so as to minimize any interference with the hereinbefore mentioned forces.

The Contractor shall in no way interfere with the operation of existing sewers, storm drains or other pipelines, except as specified herein and shall exercise every precaution to ensure that debris and material from construction operations do not enter the sewer system. Any debris or blockage entering into the sewer or storm drain as a result of the Contractor’s work shall be immediately removed at the Contractor’s expense.

Testing and inspection of new installations shall conform to Section 336 of these Specifications. The replacement pipe shall not have sags and/or bellies in the main that cause pooling. Contractor shall repair or replace any section of new sewer pipe with sags/bellies at their own expense.

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

**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.

**308.02.01 Pulverized in-place Materials.** Material pulverized in-place shall conform to the Standard Specifications Subsection 200.01.04. The specified optimum moisture content and density shall be determined in the field in accordance with ASTM D1557 on representative samples of the pulverized material obtained from the area being processed. The pulverized material shall be compacted to a minimum of 95 percent of maximum dry density in accordance with ASTM D1577

**308.02.01 Protection of Pulverized in-place Materials.** Construction equipment shall be minimized on the pulverized materials once grading and compaction has commenced. Contractor shall be responsible to maintain dust control and moisture content of the finished pulverized materials until such time that the bituminous plant mix is placed. **Bituminous plant mix shall be placed on the in-place pulverized materials no later than seven (7) calendar days following initial pulverization.**

**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.

Payment for pulverized in-place materials shall be per the Bid Schedule and Bid Item Clarifications.

**309 CEMENT TREATED BASE**

**309.02 Composite of Mixtures.** The existing roadway shall be pulverized to the depth necessary to construct the roadbed modification as shown on the Bid Item Schedule and described in the Bid Item Clarification. The remaining material shall be mixed to a depth indicated on the Bid Item Clarifications and shall conform to the following requirements:

**Cement Treated Recycled Aggregate Base**

Sieve Size		Percent Passing (%)
2"		100%
No. 200		0-12
<b>Test</b>	<b>Test Method</b>	<b>Requirement</b>
Resistance (R) Value	ASTM D2844	70 Minimum

The pulverized material shall be rolled with a pneumatic tired roller and rough graded to base grade ( $\pm 1$  inch). The CONTRACTOR shall maintain the pulverized surface in an acceptable condition until the mixing operations begin. Pulverization shall be restricted to half the roadway width at a

time, or one lane at a time for more than a 2-lane road unless otherwise approved by the City Project Coordinator. The CONTRACTOR shall shape and compact the pulverized material to an acceptable condition. The CONTRACTOR shall maintain the compacted pulverized material in an acceptable condition until mixing operations are complete.

### **309.03 Construction.**

#### **309.03.01 Mixing — Roadmix Method.**

b. Mixing. The cement treated base will be mixed utilizing the roadmix method.

Portland cement shall be added to the pulverized material at a rate of either **three (3%) percent** or **five (5%) percent** dry weight of pulverized material. Portland cement may be Type I, Type IP “blended”, Type II, or Type V. The limitation on the amount of alkali in cements is not applicable. All cement shall be furnished in bulk. The cement shall be distributed, by mechanical equipment, on the pulverized material in a layer of uniform thickness. The cement shall be added in a dry state. The CONTRACTOR shall exercise every precaution to prevent loss of material due to wind or other means. The CONTRACTOR shall calibrate each load in the spreading equipment such that the average rate of spread can be verified. The rate of application shall not vary by more than 10 percent from the rate specified above. The cement shall be spread on the pulverized material at a distance ahead of the road mixing operations approved by the city’s inspection representative.

At the time mixing is completed, the percentage of moisture in the material, at the time of Portland cement application, shall be the amount that assures a uniform and intimate mixture of soil material and cement during mixing operations. **The target moisture content for the mixture shall be 2 percent over optimum moisture content as determined by ASTM D1557.**

**309.03.03 Spreading. General.** The area to be covered with cement treated base shall be prepared and compacted to the grade and cross section for the bottom surface of the cement treated base. Any material cut away in trimming for such grade and cross section shall be disposed of in a manner satisfactory to the City Project Coordinator.

Where the required thickness is 6 inches or less, the mixture may be spread and compacted in one layer.

Cement treated base to be placed in inaccessible areas may be spread by approved methods in one course. After spreading, the material shall be thoroughly compacted to the required lines, grades, and cross section by means of pneumatic tampers or with other compacting equipment which consistently obtains equal or better compaction than that provided in Subsection 309.03.05 – “Compaction.”

**309.03.04 Compaction.** Compacting equipment shall produce the required compaction within the operation time limit specified in Subsection 309.03.06 – “Time Requirements.”

**At the start of compaction, the target moisture content for the mixture shall be 2 percent over optimum moisture content.** The specified optimum moisture content and density shall be determined in the field in accordance with ASTM D1557 on representative samples of the cement modified material obtained from the area being processed at the time compaction begins. The cement modified material shall be compacted to a minimum of 95 percent of maximum dry density in accordance with ASTM D1577



**309.03.07 Construction Joints.** At the end of each day's work and when cement treated base operations are delayed or stopped for more than 2 hours, a construction joint shall be made in thoroughly compacted material, normal to the centerline of the roadbed with a vertical face. Additional mixture shall not be placed until the construction joint has been approved by the city's inspection representative.

Roadbed modifications of large, wide areas shall be built in a series of parallel lanes of convenient length and width to the approval of the city's inspection representative. Straight longitudinal joints shall be formed at the edge of each day's construction by cutting back into completed work to form a true vertical face free of loose or shattered material.

**309.03.08 Protection and Curing.**

In order to provide access to businesses and intersections, a 4-inch minimum compacted thickness of aggregate base or millings and/or steel traffic plates shall be placed to protect the curing cement modified material, as directed by the City Project Coordinator. The CONTRACTOR shall exercise care during placement so as to avoid disturbance of the cement modified material and curing seal.

No construction equipment and/or traffic shall be permitted on the cement modified material for three (3) days or until adequate curing has occurred and the strength of the modified layer is strong enough to support construction equipment and/or without damaging the cement modified material. **Bituminous plant mix shall be placed on the cement modified material no later than seven (7) calendar days following placement.**

**309.05 BASIS OF PAYMENT.** Refer to Bid Item Clarification

There shall be NO DIRECT PAYMENT for tack coat, curing seal and sand blotter. Compensation shall be deemed included in other items of work.

**312 CONCRETE CURB AND GUTTER, SIDEWALK, DRIVEWAY APRONS, VALLEY  
GUTTER AND ADA ACCESSIBLE RAMPS**

**312.01.01 Description.** This work shall consist of construction of Portland Cement Concrete curb and gutter, sidewalks, driveways, 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. **Color shall be red.**

**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.

## **320 PLANTMIX BITUMINOUS PAVEMENT**

**320.01 Description.** This work shall consist of furnishing all materials, equipment, and labor for the preparation, mixing, hauling, placement, and compaction of plantmix bituminous pavement as shown on the plans, as specified, and/or as directed by the City Project Coordinator.

Plantmix Bituminous Pavement shall be Type 3 aggregate, 50 Blow, 3% air voids (All Top Lifts and/or Bottom Lift) and/or Type 2 aggregate, 50 Blow, 4% air voids (Bottom Lift Only) with lime per NDOT Marination Method shall be used for all asphalt hot mix for this project. Type of material used shall be depended on the option chosen for Bid Item #11

Permanent Patching as required shall be constructed to match the thickness of the contiguous pavement, but in no instance shall the patch be less than four (4) inches in depth, which will be considered as the basic unit depth for patching. The Contractor shall obtain approval from the City Project Coordinator, prior to patching any required extra depth.

**320.02 Composition of Mixtures** Plantmix Bituminous Pavement shall be a mixture of asphalt cement and plantmix aggregate. PG64-28NV shall conform to Table –IV of Section 201.02

The Contractor shall submit a mix design for review. The mix design shall be performed in accordance with Asphalt Institute MS-2, and the Standard Specifications. The mix design shall be submitted with design curves indicating relationships between various asphalt contents and stability, unit weight, voids, voids filled, and flow. Optimum oil content shall be that which yields air voids of 3% total mix for Type 3 (All Top Lifts and/or Bottom Lift) and 4% total mix for Type 2 (Bottom Lift Only) . PG64-28NV asphalt mix designs shall meet the minimum criteria specified in the Asphalt Institute’s Mix Design Methods Manual MS-2, latest edition. The mix shall not be more than twelve (12) months old, and shall be stamped by a registered Professional Engineer in the State of Nevada.

The allowable variance for Bitumen content shall conform to the following tolerance range: +/- 0.50% of volume or batch weight of aggregate.

In addition to the above criteria, the mix design shall reflect a voids in mineral aggregate (VMA) value in accordance with the 1994 edition of Manual Series No. 2 (MS-2) of the Asphalt Institute.

**320.03.06.01 Lime Marination.** Aggregate for Plantmix Bituminous Pavement shall be either Type 3 (All Top Lifts and/or Bottom Lift) or Type 2 (Bottom Lift Only) for both per Standard Specifications Subsection 200.02.02. The preparation of the aggregates shall be accordance to the requirements outlined in Subsection 401.03.08 – Preparation of Aggregates, of the Nevada Department of Transportation (NDOT) Standard Specification for Road and Bridge Construction, latest addition. The mineral filler shall be added as summarized in subsection 401.03.08, 1. Marination Method.

Recycled Asphalt Pavement (RAP) up to 15% will be allowed; however, all virgin aggregates will be subject to lime pre-marinating per NDOT specification.

Mineral filler shall meet the requirements outlined in ASTM D-1097 in its entirety.

**320.05 03.10.01 Spreading and Compacting.** Plantmix bituminous pavement may be laid in equal courses (lifts) or may be laid in one lift as long as the compacted lift thickness does not exceed four (4) inches or as directed by the City Project Coordinator.

Prime coat will not be required on untreated base. Tack coat shall be applied between paving courses, as directed by the City Project Coordinator.

Saw cuts that extend into the existing pavement surface that was not removed shall be filled with a crack sealant compound such as CRAFCO Poly Flex 2 or equivalent, as approved by the City Project Coordinator.

**320.04 Acceptance** Plantmix bituminous pavement shall be evaluated based on Section 320.04, “Acceptance” of the Standard Specifications.

Mitigation may follow Section 320.04 however the City Project Coordinator will consider input from the Contractor, the materials testing laboratory, and sound City Project Coordinating analysis and judgment before requiring mitigation (i.e. removal and replacement, increased thickness, or surface treatment) and/or payment reduction for plantmix bituminous pavement which deviates from specified target density ranges. The City Project Coordinator may, upon consideration of the specific circumstances, reduce or waive mitigation and/or pay reduction, or combine portions of mitigation and pay reduction as outlined in Specifications.

If the City Project Coordinator makes a preliminary determination that mitigation, and/or pay reduction is necessary, the Contractor may submit a written request to the City for retests. The retests may be performed by the City’s testing consultant, or by any other approved independent testing laboratory. The Contractor shall submit a written request to the City for the approval of the laboratory. Retests shall be undertaken at the Contractor’s expense. If the result of any retest is significantly different from initial testing, an independent testing laboratory that is mutually acceptable to the City and the Contractor will perform a “referee” test. Fifty percent (50%) of the cost of the “referee” tests shall be paid by the City and fifty percent (50%) shall be paid by the Contractor. The City may elect to make full payment, and deduct the Contractor’s fifty percent (50%) from progress or final payment to the Contractor. The City shall make a final determination regarding mitigation and/or pay reduction based upon the preponderance of test results, and other factors.

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

Asphalt concrete pavement that has been determined by the City Project Coordinator to have unacceptable densities, air voids, or other specification parameters shall be mitigated and/or penalized in accordance with Subsection 320.04.

### **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.

**335.03 Pavement Surfaces.** A power sweeper and/or water truck shall be used to clean the roadway section. A power broom will not be an acceptable means of cleaning the site. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris.

The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage and tracking on haul routes. Any such spillage and tracking shall be removed immediately and the area cleaned. There shall be no additional compensation for cleanup and maintenance of the site or for cleanup of spillage and tracking on haul routes.

All debris from any affected manholes and catch basins shall be removed at the time of the disturbance.

### **336 INSPECTION AND TESTING**

**336.01 Description.** The City of Sparks reserves the right to eliminate the requirement for individuals performing acceptance or field testing and sampling to be certified in accordance with the Nevada Alliance for Quality Transportation Construction (NAQTC). This determination will be made prior to issuance of Contract Documents, and will be noted accordingly.

**336.02 Control of Materials.** ASTM D 2922, Nuclear Gauge Method, shall be included in the approved test methods for testing soils and aggregates. ASTM D 2950, Nuclear Gauge Method, shall be included in the approved methods for testing asphalt concrete.

Asphalt concrete material sampling for testing purposes may be taken at the hot plant as well as in the paving mat area immediately after the paving machine, as directed by the City Project Coordinator.

The Contractor is advised that if the paving material does not meet project specifications, the City Project Coordinator may apply a deduct to the contract price for said work in accordance with Subsection 320.07 of the Standard Specifications.

The Contractor shall be back charged for the cost of all tests that fail.

### **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 either 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 night time 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 City of Sparks downtown and surrounding area host various special events throughout the year. The Contractor will be made aware of any special events that may impact the project at least 7-days prior to event and may require accommodation be made. Refer to Section 5 of the Special Provisions for additional details.

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.

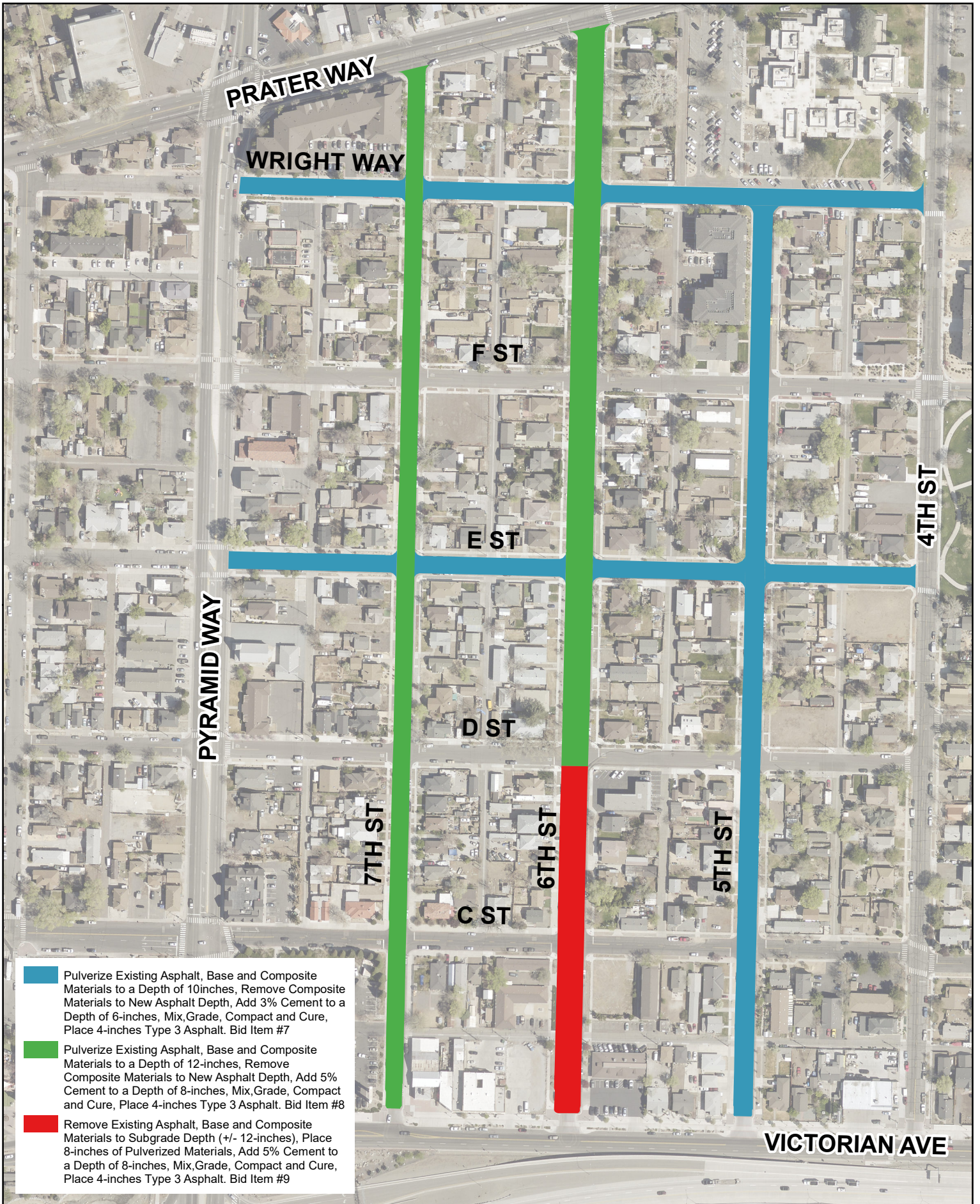
The Contractor shall coordinate Traffic Control with the Sparks Police Department with respect to any special events that may be affected by construction activities.

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 City 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.

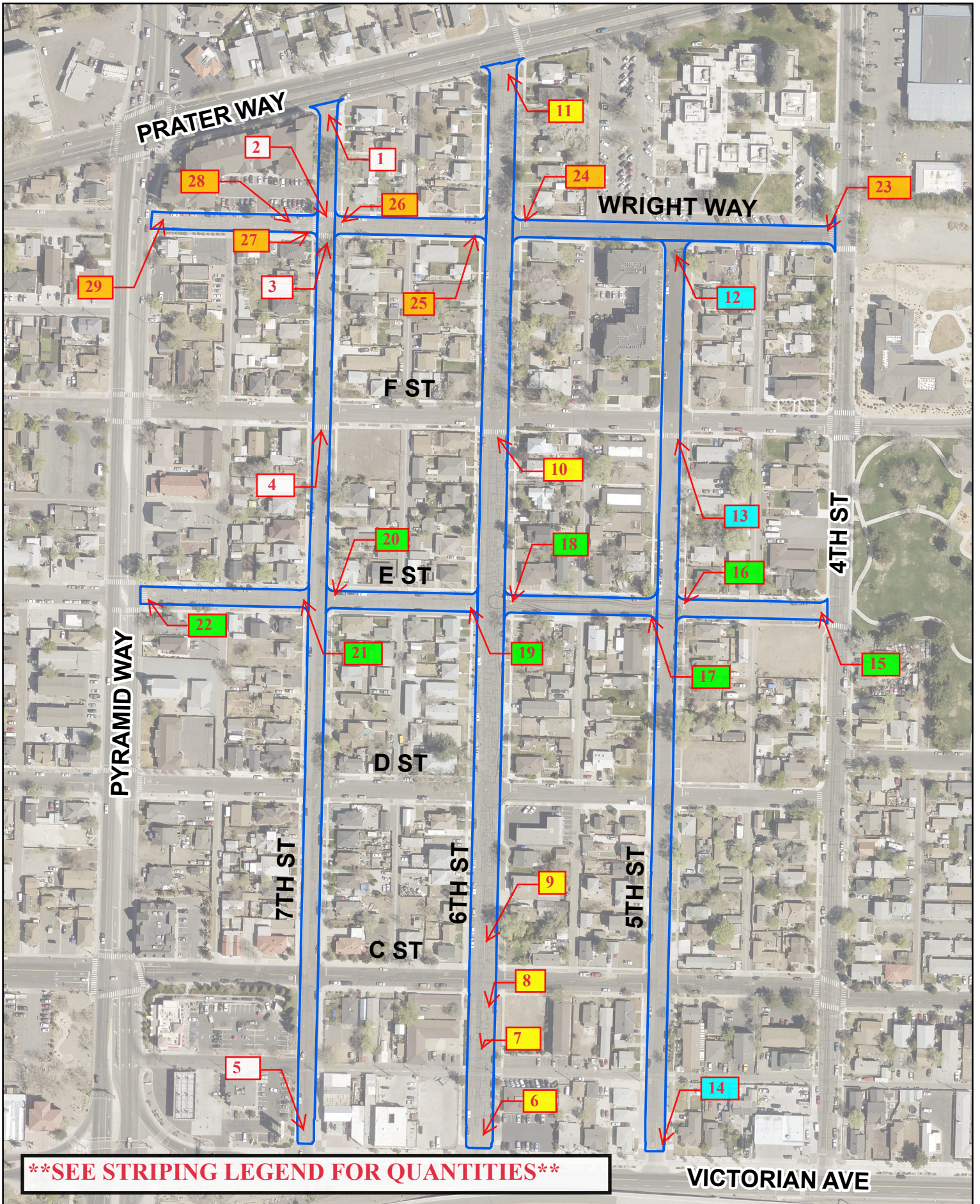
**349.04 Measurement of Quantities and Basis of Payment.** There shall be NO DIRECT PAYMENT for Traffic Control. Compensation shall be deemed included in other items of work.

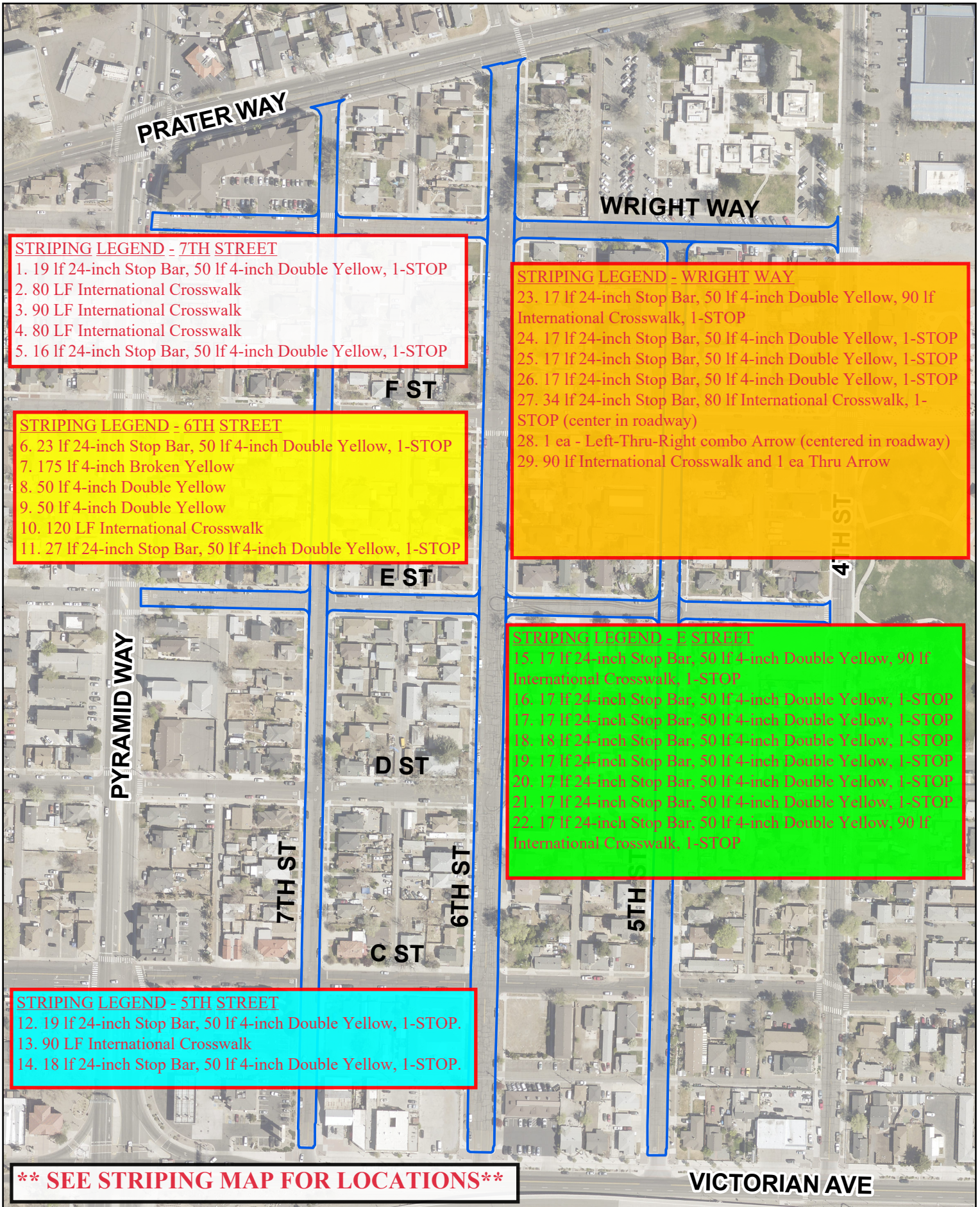


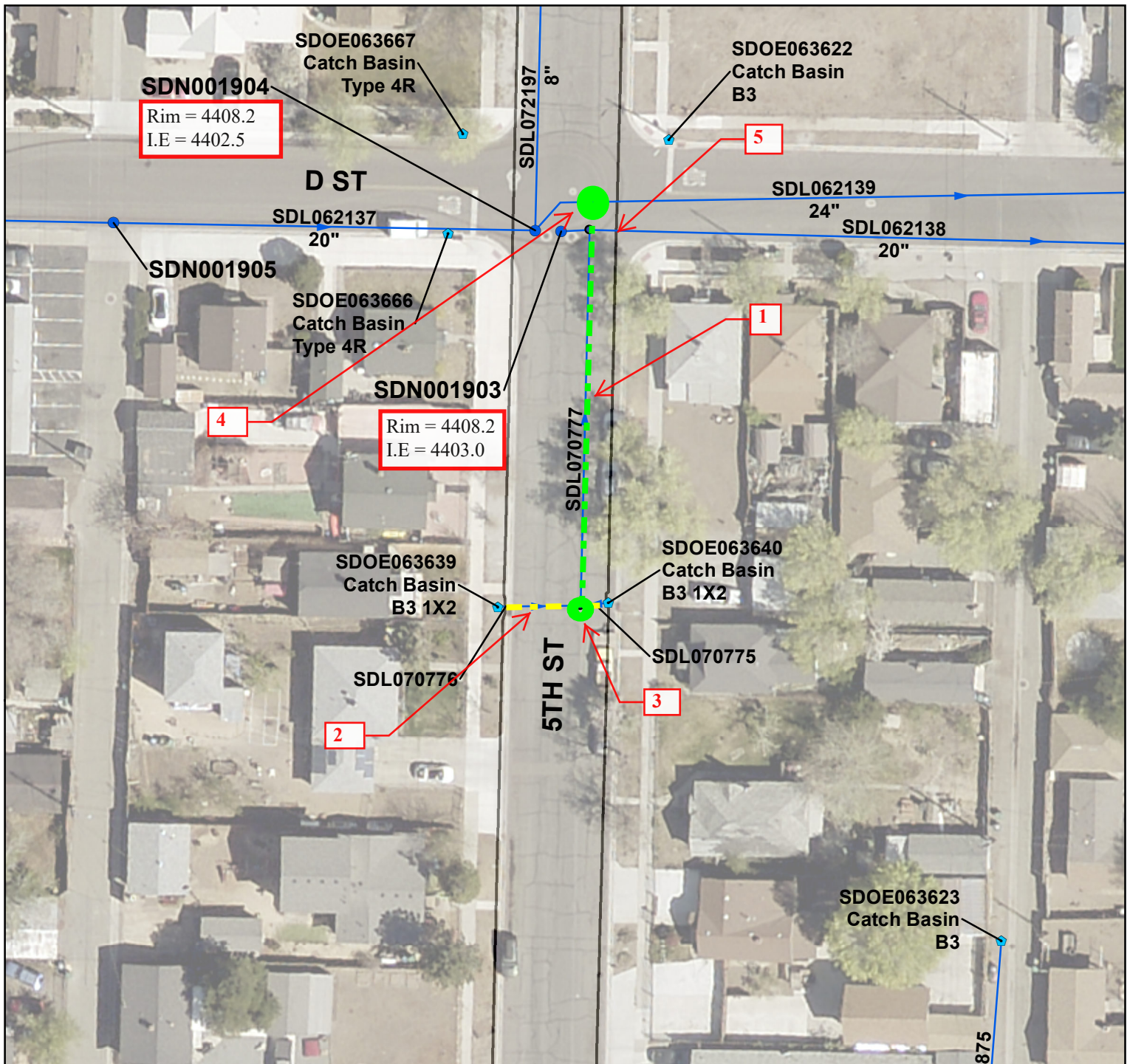
- Pulverize Existing Asphalt, Base and Composite Materials to a Depth of 10-inches, Remove Composite Materials to New Asphalt Depth, Add 3% Cement to a Depth of 6-inches, Mix, Grade, Compact and Cure, Place 4-inches Type 3 Asphalt. Bid Item #7
- Pulverize Existing Asphalt, Base and Composite Materials to a Depth of 12-inches, Remove Composite Materials to New Asphalt Depth, Add 5% Cement to a Depth of 8-inches, Mix, Grade, Compact and Cure, Place 4-inches Type 3 Asphalt. Bid Item #8
- Remove Existing Asphalt, Base and Composite Materials to Subgrade Depth (+/- 12-inches), Place 8-inches of Pulverized Materials, Add 5% Cement to a Depth of 8-inches, Mix, Grade, Compact and Cure, Place 4-inches Type 3 Asphalt. Bid Item #9











### STORM DRAIN REPLACEMENT

1. Remove existing pipe, place 150 LF of 15-inch SDR-35 pipe. Contractor to verify alignment and calculate slope prior to placement. Pipe connection at 24-inch to match crown to crown if possible.
2. Remove existing storm drain lateral pipe, place 50 LF of 12-inch SDR-35 pipe. Contractor to verify alignment and calculate slope prior to placement.
3. Furnish and Install Type 1 storm drain manhole. Contractor to verify alignment and grade prior to placement.
4. Furnish and Install Type IV storm drain manhole. Contractor to verify alignment and grade prior to placement. New 15-inch pipe to match crown of existing 24-inch if possible.
5. Cut and cap existing storm drain line at project limits. Contractor to remove existing pipe within project limits.

**Disclaimer:** The I.E.'s included on this map are for informational purposes only. Actual I.E.'s shall be verified by the Contractor prior to placement of the new storm drain improvements.



**Carson City**  
800 E. College Parkway  
Carson City, Nevada 89706  
775.883.7077

November 30, 2020

Job No. 10000.116

City of Sparks  
Attn: Bob Schricker  
431 Prater Way  
Sparks, NV 89434  
Email: [Rschricker@cityofsparks.us](mailto:Rschricker@cityofsparks.us)

**RE: Pavement Investigation – 2021 Projects, FY22 – RDA 1 Rehab.**

This letter transmits information from the asphalt coring investigation provided for the City of Sparks, Nevada. It is our understanding the information provided herein is for the FY22 – RDA 1 Rehab. Lumos & Associates, Inc. was contracted to perform the coring, sampling, and materials testing, but not to provide recommendations or construction specifications.

Twenty-four (24), 6-inch asphalt cores were extracted in order to determine pre-existing pavement sections (Refer to Plate 1 for a vicinity map and Plate 2 for a site map with core locations. Refer to Plates A-1 through A-24 for core hole logs). Plate 3 is the geologic map of the area. Existing asphalt concrete, aggregate base materials (where present), and sub-grade soil samples were obtained from all locations. Representative subgrade samples were tested to determine their gradation, plasticity index, and expansion index (Refer to Plates B-1 and B-2). Additionally, three (3) samples were tested for sulfates and their results are located on Plate B-3. Appendix C has the results of the CTB at three percent (3%) and five percent (5%) cement. Finally, Appendix D contains photographs of the asphalt concrete cores gathered.

It has been a pleasure to be of service to you on this project and we look forward to working with you in the future. Should you have any questions, or would like to discuss the contents of this letter in greater detail, please do not hesitate to contact the undersigned at (775) 827-6111.

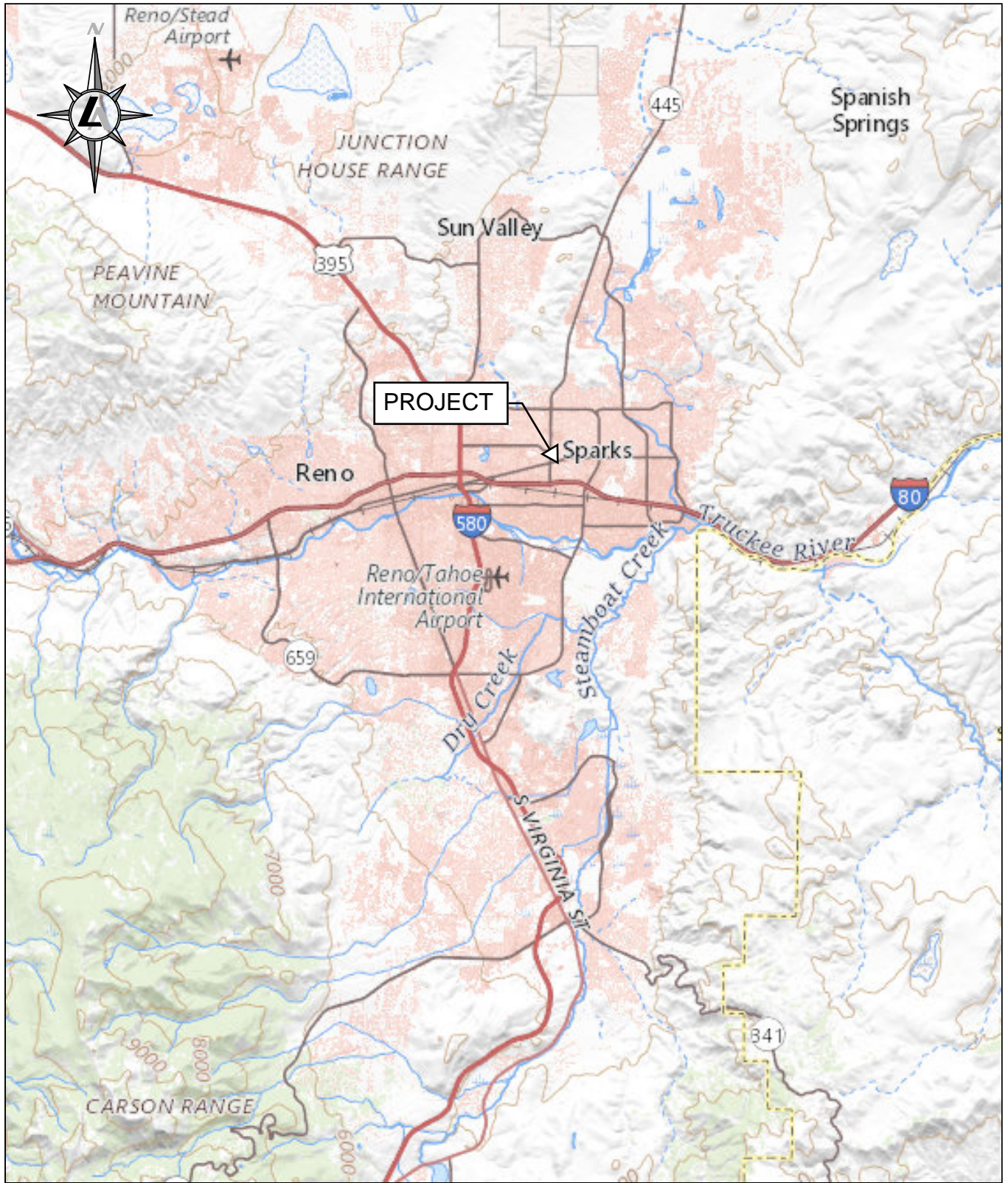
Sincerely,

Christopher "Pete" McCreary, E.I.  
Geotechnician  
Lumos & Associates, Inc.



11/30/2020

Mitch Burns, P.E., C.E.M.  
Materials Engineering Manager  
Lumos & Associates, Inc.



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Pavement Investigation - 2021 Projects, FY22 RDA 1

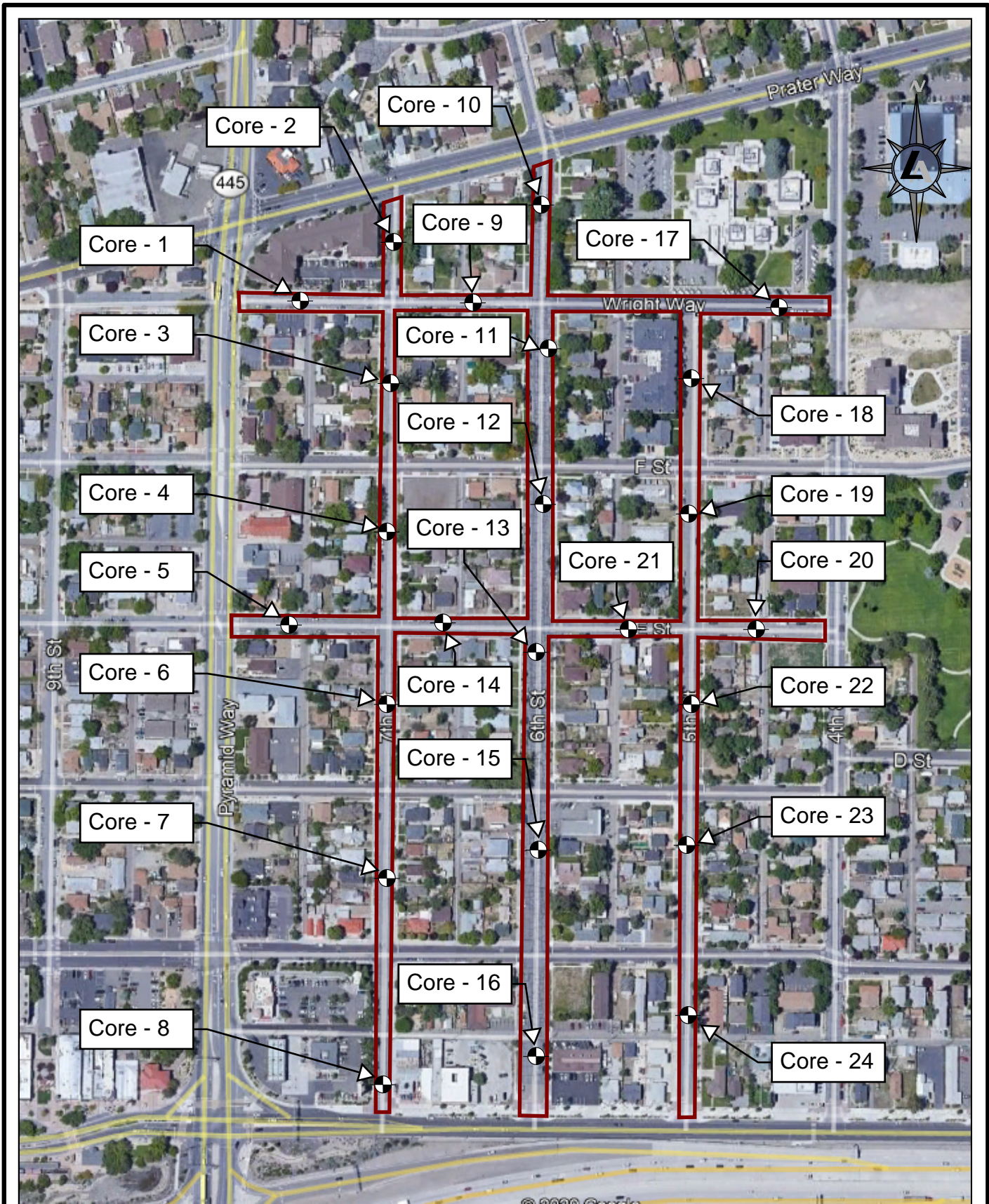
**PROJECT VICINITY MAP**

Job Number: 10000.116

Date: November 2020  
Page 77

**PLATE**

**1**



— Project Boundaries

⊙ Approximate Coring Locations



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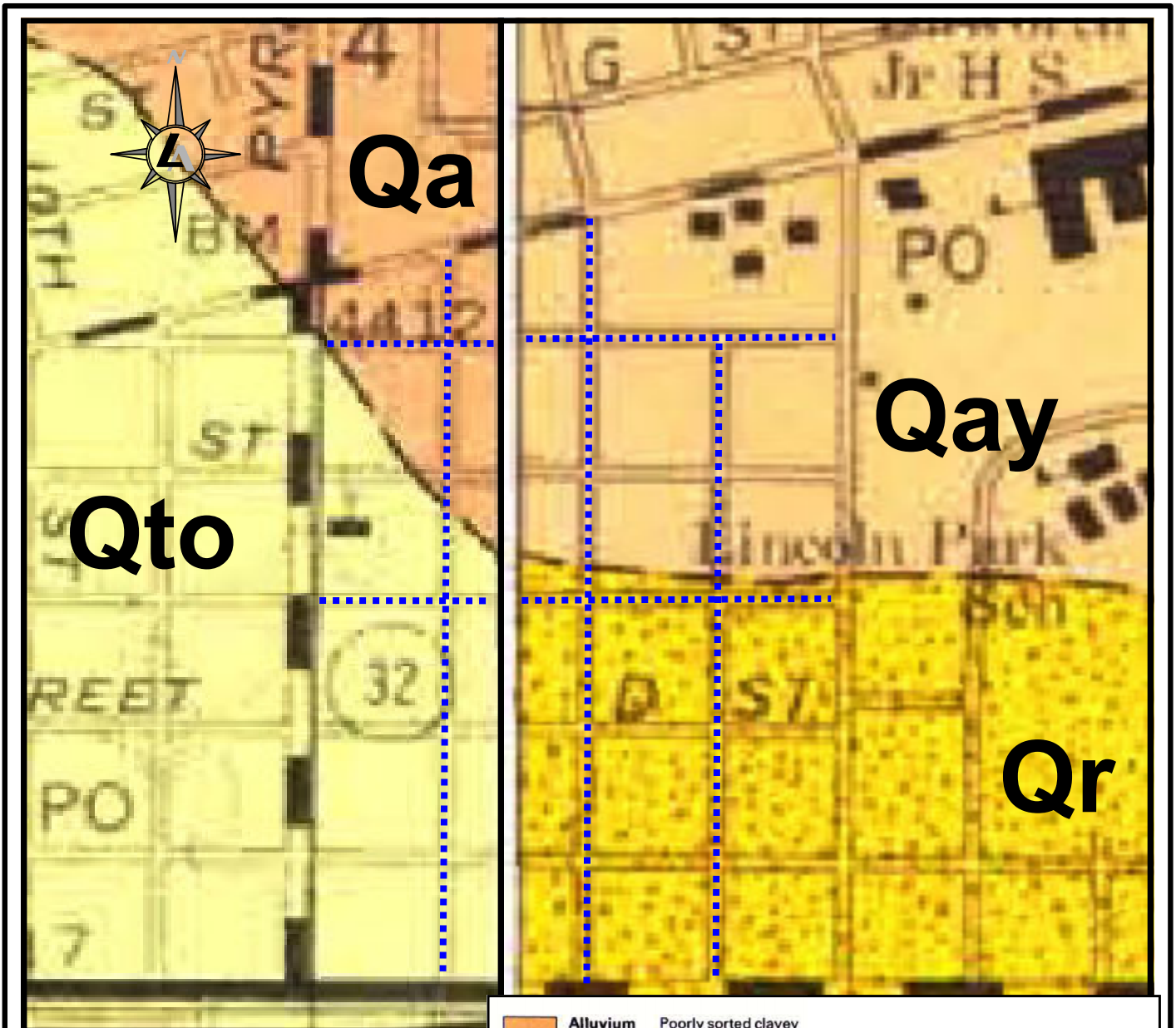
Pavement Investigation - 2021 Projects, FY22 RDA 1

## PROJECT SITE MAP

Job Number: 10000.116 Date: November 2020

**PLATE**

# 2



Project Area

<b>Qa</b>	<b>Alluvium</b> Poorly sorted clayey to silty gravelly sand, poorly bedded to unbedded.
<b>Qto</b> <b>Qs</b>	<b>Tahoe Outwash</b> <b>Qto</b> : Boulder to cobble gravel, sandy gravel, and gravelly sand. Contains giant boulders. Rock clasts are rounded to subrounded and, in decreasing order of abundance, are granitic, volcanic, and metamorphic. <b>Qs</b> : Sidestream deposits.
<b>Qay</b> <b>Qao</b>	<b>Alluvium of the Truckee Meadows</b> <b>Qay</b> : gray to brown, pebble to cobble sand and medium sand, silty sand, and sandy silt; derived from reworking of Truckee River deposits and deposition along large drainages from Sun Valley and Spanish Springs Valley; typically occurs as veneer overlying Qao. Soils have A-C to cambic B profiles. <b>Qao</b> : brown, medium sand and silty sand with scattered well-rounded volcanic and granitic pebbles and cobbles; derived largely from reworking of Qto, but may in part include Qti. Soil typically has argillic B horizon about 30 cm (12 in.) thick.
<b>Qr</b>	<b>Fluvial gravel of the Truckee River</b> Gray, sandy, cobble to boulder gravel composed dominantly of well-rounded volcanic and granitic clasts; derived from river channeling through Qto. Probably stratigraphically equivalent to Qao, and may in part include Qti. Soil has 30-45 cm (12-18 in.) thick argillic B horizon. Mapped as Qto by Bonham and Binger (1973).



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**PROJECT GEOLOGY MAP**

Job Number: 10000.116

Date: November 2020  
 Page 79

**PLATE**



**3**

# APPENDIX A



Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>5.5" of Asphalt Concrete</b> Block Cracking and Minor Rutting Observed.												
0.5			<b>18.5" of Material Similar to Type 2 Aggregate Base</b>												
1.0															
1.5															
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**



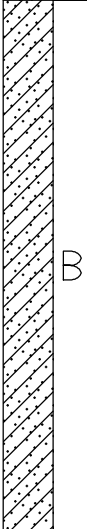
Job Number: 10000.116

Date: November 2020 Page 81

**PLATE**  
**A-1**

Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index		
			California	Bulk Sample	Static Water Table												
SOIL DESCRIPTION																	
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed.														
0.5			<b>8.0" of Material Similar to Type 2 Aggregate Base</b>														
1.0			<b>Clayey SAND (SC)</b> Medium Brown, Moist, and Medium Dense.														
1.5																	
2.0																	
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification														

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116










Date: November 2020

**PLATE**

**A-2**

Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			SOIL DESCRIPTION												
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.4															
0.5			<b>2.0" of Material Similar to Type 2 Aggregate Base</b>												
0.6															
1.0			<b>Clayey SAND (SC)</b> Medium Brown to Brown, Moist, and Medium Dense. Estimated 10% Medium to Fine Gravel, 50% Coarse to Fine Sand, and 40% Lean Clay.												
1.5															
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116



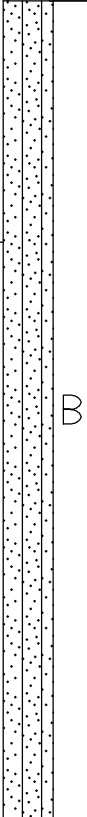
Date: November 2020 Page 83

**PLATE**

**A-3**

Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.4															
			<b>2.0" of Material Similar to Type 2 Aggregate Base</b>												
0.6															
			<b>Silty SAND (SM)</b> Brown, Moist, and Medium Dense. Estimated 10% Medium to Fine Gravel, 80% Coarse to Fine Sand, and 10% Nonplastic Silt.												
1.0															
1.5															
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

LUMOS LOG STREET RDA GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116

Date: November 2020 Page 84

**PLATE**

**A-4**

Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **1.21 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Core	<input type="checkbox"/> Split Spoon	<input type="checkbox"/> Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			<input type="checkbox"/> California	<input type="checkbox"/> Bulk Sample	<input type="checkbox"/> Static Water Table										
SOIL DESCRIPTION															
			<b>4.0" of Asphalt Concrete</b> Block Cracking up to 4" Wide Observed.												
0.3			<b>Poorly-Graded Gravel with Silt and Sand (GP-GM)</b> Medium Brown to Brown, Moist, and Medium Dense. Estimated 50% Coarse to Fine Gravel, 40% Coarse to Fine Sand, and 10% Nonplastic Silt.												
0.5															
1.0															
1.2			At 14.5" Large (>6") Material Encountered, Excavation Terminated.												
			Excavation terminated at 1.21 feet. Excavation backfilled with excavated soils without compaction verification												

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116







Date: November 2020 Page 85

**PLATE**

**A-5**

Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			SOIL DESCRIPTION												
		 Core  California	 Split Spoon  Bulk Sample	 Ziplock Sample  Static Water Table											
			<b>5.0" of Asphalt Concrete</b> Eastern and Middle Pull Block Cracking Observed, Western Pull Raveling Observed.												
0.5			<b>2.0" of Material Similar to Type 2 Aggregate Base</b>												
			<b>Silty SAND (SM)</b> Brown, Moist, and Medium Dense.												
1.0															
1.5							10		NP	NP	6	72	23		
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116

Date: November 2020 Page 86

**PLATE**

**A-6**

Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Sample Type Legend			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Core	Split Spoon	Ziplock Sample										
SOIL DESCRIPTION															
			<b>3.5" of Asphalt Concrete</b> Eastern and Middle Pull Block Cracking Observed, Western Pull Raveling Observed.												
			<b>2.0" of Material Similar to Type 2 Aggregate Base</b>												
0.5			<b>Poorly-Graded GRAVEL with Clay and Sand (GP-GM)</b> Dark Brown with Grey Rock, Moist, and Medium Dense.												
1.0							7		25	7	61	23	10		
1.5															
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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**LOG OF EXPLORATION**

Job Number: 10000.116


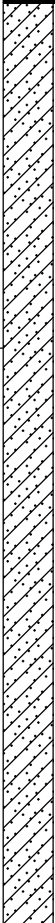
Date: November 2020 Page 87

**PLATE**

**A-7**

Logged By: **P. McCreary**  
 Date Logged: **10-30-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Sample Types			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Core	Split Spoon	Ziplock Sample										
SOIL DESCRIPTION															
			<b>4.75" of Asphalt Concrete</b> Block Cracking Observed.												
0.5			<b>Clayey SAND with Gravel (SC)</b> Medium Brown, Moist, and Medium Dense.			0.4									
1.0							9		27	11	17	44	36		
1.5															
2.0						2.0									
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

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**LOG OF EXPLORATION**

Job Number: 10000.116

Date: November 2020 Page 88



**PLATE**

**A-8**



Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Core	Split Spoon	Ziplock Sample										
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.4															
			<b>7.0" of Material Similar to Type 2 Aggregate Base</b>												
0.5															
1.0			<b>Silty SAND with Gravel (SM)</b> Brown, Moist, and Medium Dense. Estimated 30% Medium to Fine Gravel, 50% Coarse to Fine Sand, and 20% Nonplastic Silt.												
1.5															
1.7			<b>Clayey SAND (SC)</b> Brown, Moist, and Medium Dense. 10% Medium to Fine Gravel, 60% Coarse to Fine Sand, and 30% Lean Clay.												
2.0															
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

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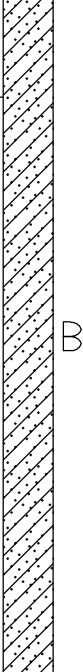
Date: November 2020 Page 89

**PLATE**

**A-9**

Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>4.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.3															
			<b>6.0" of Material Similar to Type 2 Aggregate Base</b>												
0.5															
			<b>Clayey SAND with Gravel (SC)</b> Brown, Moist, and Medium Dense.												
0.8															
1.0															
1.5							9		32	16	31	44	25		
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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Job Number: 10000.116




Date: November 2020

**PLATE**

**A-10**

Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>3.75" of Asphalt Concrete</b> Block Cracking Observed.												
		Z	<b>2.25" of Material Similar to Type 2 Aggregate Base</b>			0.3									
0.5		B	<b>Clayey SAND with Gravel (SC)</b> Brown, Moist, and Medium Dense. Estimated 10% Medium to Fine Gravel, 70% Coarse to Fine Sand, and 20% Lean Clay.			0.5									
1.0															
1.5															
2.0						2.0									
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

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Job Number: 10000.116

Date: November 2020 Page 01

**PLATE**  
**A-11**

Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>4.0" of Asphalt Concrete</b> Block Cracking Observed.												
					0.3										
0.5			<b>Silty SAND with Gravel (SM)</b> Brown, Moist, and Medium Dense.												
1.0															
1.5															
2.0					2.0										
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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**LOG OF EXPLORATION**

Job Number: 10000.116

Date: November 2020

**PLATE**

**A-12**

Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>4.0" of Asphalt Concrete</b> Block Cracking Observed												
					0.3										
0.5			<b>Silty SAND with Gravel (SM)</b> Brown, Moist, and Medium Dense. Estimated 10% Medium to Fine Gravel, 70% Coarse to Fine Sand, and 20% Nonplastic Silt.												
1.0															
1.5															
2.0					2.0										
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

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Job Number: 10000.116

Date: November 2020

**PLATE**

**A-13**

Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>4.0" of Asphalt Concrete</b> Block Cracking Observed												
					0.3										
0.5			<b>Silty SAND with Gravel (SM)</b> Brown, Moist, and Medium Dense. Estimated 30% Coarse to Fine Gravel, 60% Coarse to Fine Sand, and 10% Nonplastic Silt.												
1.0															
1.5															
2.0					2.0										
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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Job Number: 10000.116

Date: November 2020

**PLATE**  
**A-14**

Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index	
			California	Bulk Sample	Static Water Table											
SOIL DESCRIPTION																
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed													
0.5			<b>Clayey SAND (SC)</b> Brown, Moist, and Medium Dense. Estimated Trace Medium to Fine Gravel, 70% Coarse to Fine Sand, and 30% Lean Clay.			0.4										
1.0																
1.5																
2.0						2.0										
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification													

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Job Number: 10000.116



Date: November 2020

**PLATE**

**A-15**

Logged By: **P. McCreary**  
 Date Logged: **11-2-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>3.0" of Asphalt Concrete</b> Block Cracking Observed												
0.3															
0.5			<b>Sandy Lean CLAY (CL)</b> Medium Brown, Moist, and Medium Dense. Estimated 10% Medium to Fine Gravel, 40% Coarse to Fine Sand, and 50% Lean Clay.  Percent Gravel Decreases Below 5".												
1.0															
1.5															
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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**LOG OF EXPLORATION**

Job Number: 10000.116

Date: November 2020 Page 06



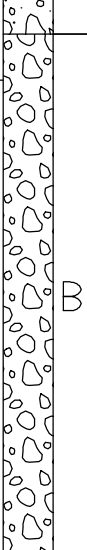
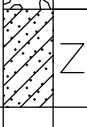
**PLATE**

**A-16**



Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			SOIL DESCRIPTION												
		Core	<b>3.5" of Asphalt Concrete</b>												
						0.3									
		California	<b>7.5" of Cement Stabilized Base</b>												
0.5															
			<b>At 11" a Layer of Geogrid Underlain by Fabric.</b>												
			<b>11.0" of Material Similar to Type 2 Aggregate Base</b>			0.9									
1.0															
		Bulk Sample													
1.5															
		Ziplock Sample	<b>Clayey SAND (SC)</b> Brown, Moist, and Medium Dense. Estimated 10% Medium to Fine Gravel, 60% Coarse to Fine Sand, and 30% Lean Clay.			1.8									
2.0						2.0									
			Static Water Table Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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Job Number: 10000.116




Date: November 2020

**PLATE**

**A-17**

Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Core	Split Spoon	Ziplock Sample										
			<b>3.0" of Asphalt Concrete</b>												
						0.3									
			<b>9" of Cement Stabilized Base</b>												
0.5															
1.0			At 12" a Layer of Geo Fabric Encountered.			1.0									
			<b>Sandy Lean Clay (CL)</b> Light Brown, Moist, and Stiff.												
1.5							14		37	22	3	35	62	54	
2.0						2.0									
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

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Job Number: 10000.116



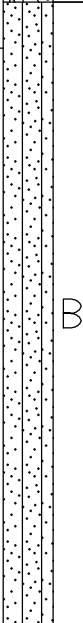
Date: November 2020

**PLATE**

**A-18**

Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>4.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.3															
			<b>7.0" of Material Similar to Type 1 Aggregate Base</b>												
0.5															
			<b>Silty SAND (SM)</b> Brown, Moist, and Medium Dense. Estimated 10% Medium to Fine Gravel, 80% Coarse to Fine Sand, and 10% Nonplastic Silt.												
0.9															
1.0															
1.5															
2.0															
			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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**LOG OF EXPLORATION**

Job Number: 10000.116




Date: November 2020 Page 99

**PLATE**

**A-19**

Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Sample Types			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Core	Split Spoon	Ziplock Sample										
SOIL DESCRIPTION															
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.5			<b>6.0" of Material Similar to Type 2 Aggregate Base</b>												
1.0			<b>Clayey Gravel with Sand (GC)</b> Brown, Moist, and Medium Dense. Estimated 40% Coarse to Fine Gravel, 30% Coarse to Fine Sand, and 30% Nonplastic Silt.												
1.5			At 20" Large (>6") Material Incountered, Excavation Terminated.												
2.0			Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification												

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Job Number: 10000.116



Date: November 2020

**PLATE**

**A-20**

Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.5			<b>Clayey SAND with Gravel (SC)</b> Brown to Dark Brown, Moist, and Medium Dense.  Increasing Gravel with Depth.			0.4									
1.0							10		31	17	27	41	32		
1.5															
2.0						2.0									
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116


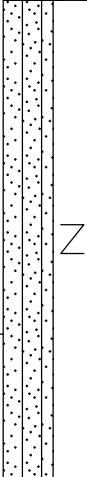
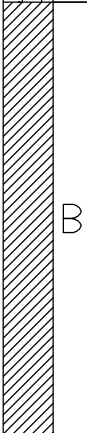
Date: November 2020

**PLATE**

**A-21**

Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Sample Types			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Core	Split Spoon	Ziplock Sample										
SOIL DESCRIPTION															
			<b>5.0" of Asphalt Concrete</b> Block Cracking Observed.												
0.5		Z	<b>Silty SAND with Gravel (SM)</b> Dark Brown, Moist, and Medium Dense. Estimated 30% Coarse to Fine Gravel, 50% Coarse to Fine Sand, and 20% Nonplastic Silt.			0.4									
1.0															
1.5		B	<b>Sandy Lean CLAY (CL)</b> Chocolate Brown, Moist, and Stiff. Estimated 10% Medium to Fine Gravel, 30% Coarse to Fine Sand, and 60% Lean Clay.			1.3									
2.0						2.0									
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116

Date: November 2020

**PLATE**

**A-22**

Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **1.42 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			SOIL DESCRIPTION												
			<b>4.5" of Asphalt Concrete</b> Block Cracking Observed.												
0.4			<b>Silty SAND with Gravel (SM)</b> Light Brown, Moist, and Medium Dense. Eastimated 40% Coarse to Fine Sand, 40% Coarse to Fine Sand, and 20% Nonplastic Silt.												
1.0			At 17" Large (>6") Material Incountered, Excavation Terminated.												
1.4			Excavation terminated at 1.42 feet. Excavation backfilled with excavated soils without compaction verification												

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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**LOG OF EXPLORATION**

Job Number: 10000.116



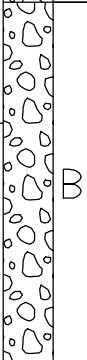

Date: November 2020

**PLATE**

**A-23**

Logged By: **P. McCreary**  
 Date Logged: **11-3-20**  
 Drill Type: **Core Drill**

Total Depth: **2 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	Core	Split Spoon	Ziplock Sample	Blows/Foot	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit	Plasticity Index	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			California	Bulk Sample	Static Water Table										
SOIL DESCRIPTION															
			<b>5.5" of Asphalt Concrete</b>												
0.5		N	<b>4" Material Similar to Type 2 Aggregate Base</b>												
1.0		B	<b>7.5" Recycled Asphalt Material Similar to Aggregate Base</b>												
1.5		N	<b>Sandy Lean CLAY (CL)</b> Chocolate Brown, Moist, and Stiff. Estimated 10% Medium to Fine Gravel, 30% Coarse to Fine Sand, and 60% Lean Clay.												
2.0															
Excavation terminated at 2 feet. Excavation backfilled with excavated soils without compaction verification															

LUMOS LOG STREET RDA.GINT.GPJ US LAB.GDT 11/30/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**LOG OF EXPLORATION**

Job Number: 10000.116

Date: November 2020

**PLATE**

**A-24**



# SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS <small>(LITTLE OR NO FINES)</small>		<b>GW</b>	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>GP</b>	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>GM</b>	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>GC</b>	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS	CLEAN SANDS <small>(LITTLE OR NO FINES)</small>		<b>SW</b>	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		CLEAN SANDS <small>(LITTLE OR NO FINES)</small>		<b>SP</b>	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>			<b>SM</b>	SILTY SANDS, SAND - SILT MIXTURES	
SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>			<b>SC</b>	CLAYEY SANDS, SAND - CLAY MIXTURES	
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		<b>ML</b>	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
		LIQUID LIMIT LESS THAN 50		<b>CL</b>	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
		LIQUID LIMIT LESS THAN 50		<b>OL</b>	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		<b>MH</b>	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
		LIQUID LIMIT GREATER THAN 50		<b>CH</b>	INORGANIC CLAYS OF HIGH PLASTICITY
		LIQUID LIMIT GREATER THAN 50		<b>OH</b>	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				<b>PT</b>	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Other Tests	
AN	ANALYTICAL TEST (pH, Soluble Sulfate, and Resistivity)
C	CONSOLIDATION TEST
DS	DIRECT SHEAR TEST
MD	MOISTURE DENSITY CURVE

LUMOS-LEGEND-RDA-GINT-GPJ-10-23-06-GDT-11/10/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1

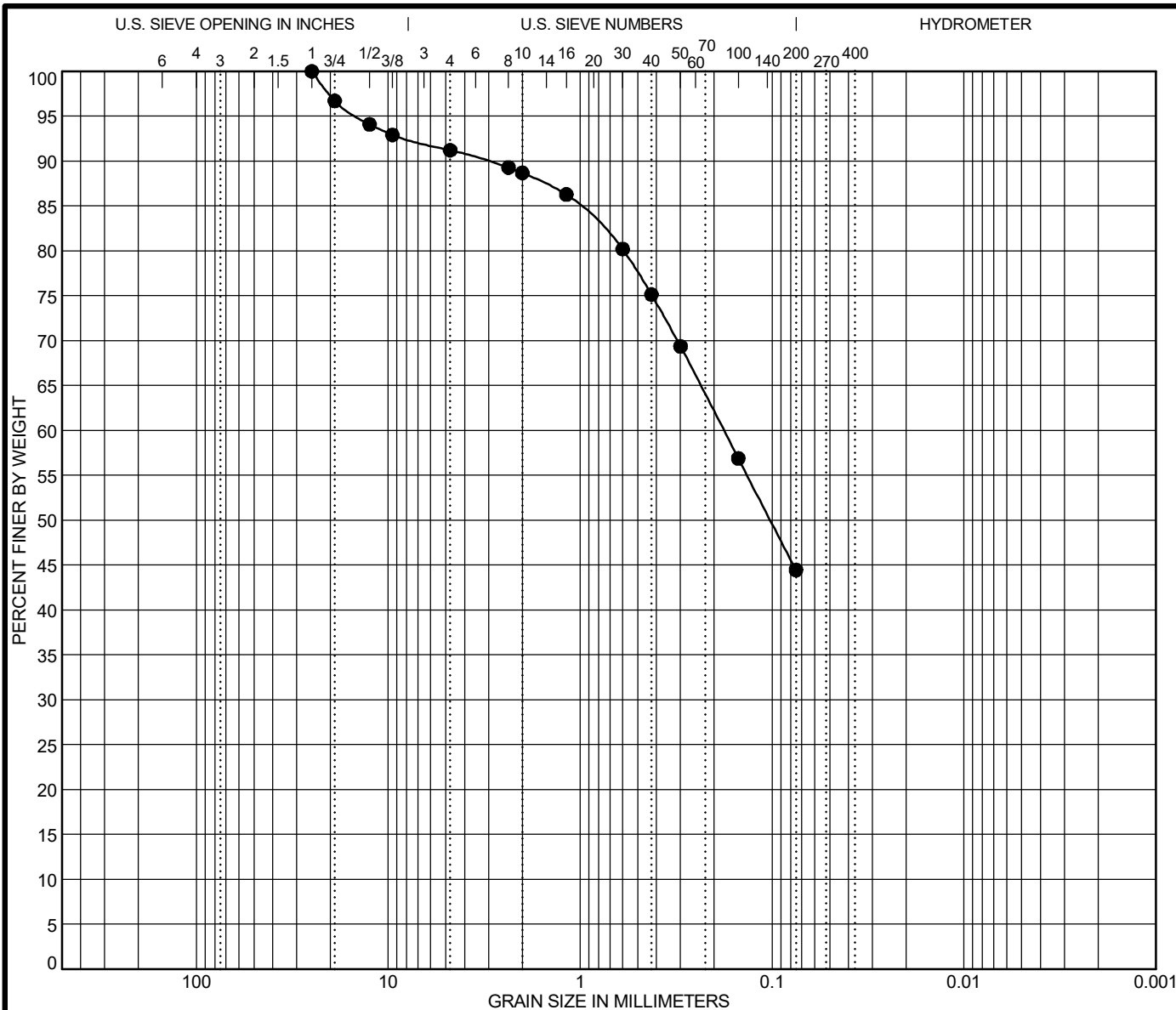
## LEGEND

Job Number: 10000.116

Date: November 2020

**PLATE  
A-25**

# APPENDIX B



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Date: 11-4-20									
● 02	Classification					LL	PL	PI	Cc	Cu
Depth: 1.08	Clayey SAND (SC)					44	15	29		
Sample Location	C-2 at 13-24"									
USCS	SC									
AASHTO										
Specimen Identification										
● 02	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 1.08	25	0.178			8.8	46.7	44.5			
Natural Moisture	9.1 %		S.E.		Absorption %					
R-Value			Durability Index		Soundness					
Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20



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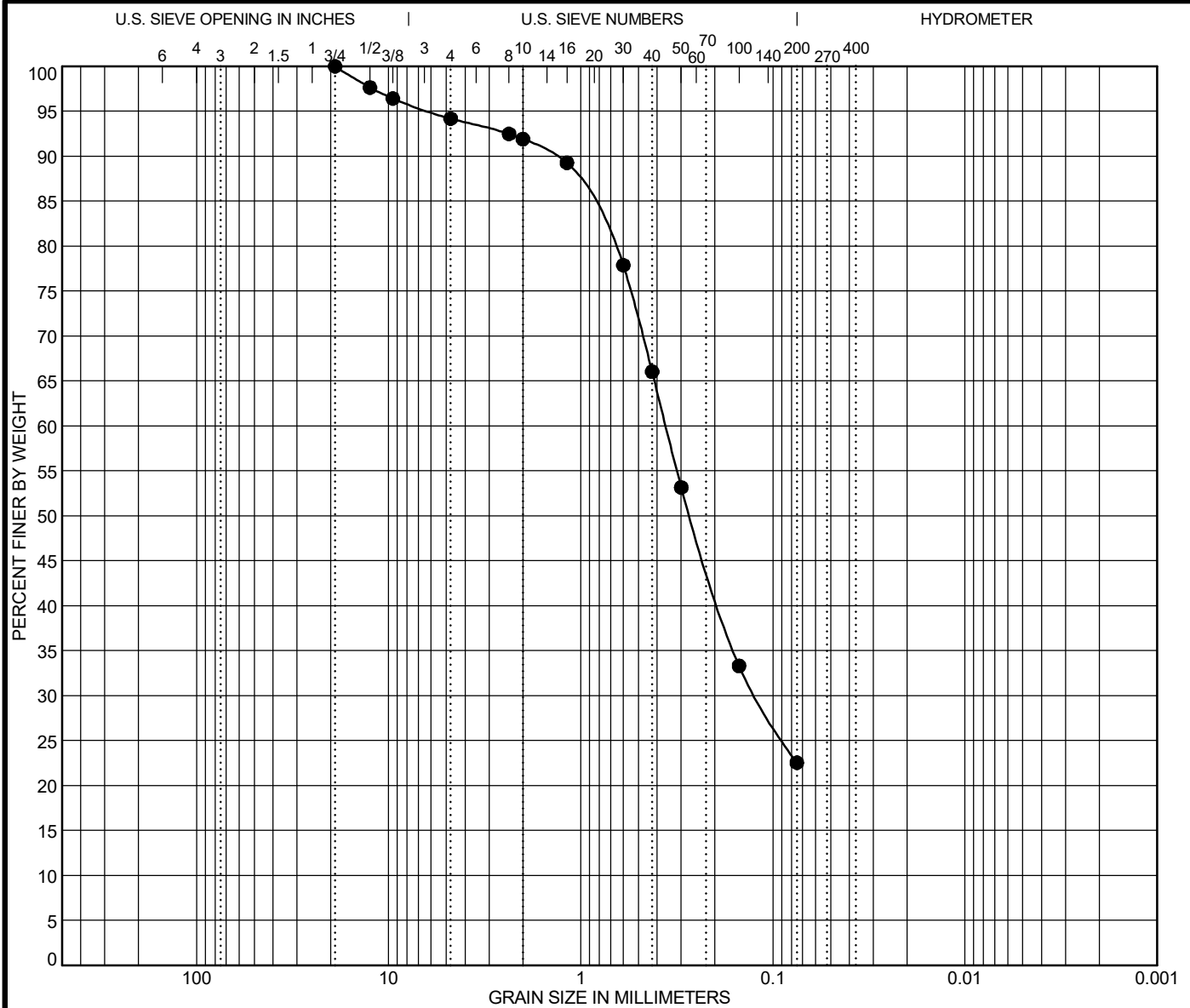
Pavement Investigation - 2021 Projects, FY22 RDA 1

## GRAIN SIZE DISTRIBUTION

Job Number: 10000.116      Date: November 2020

PLATE

B-1.1

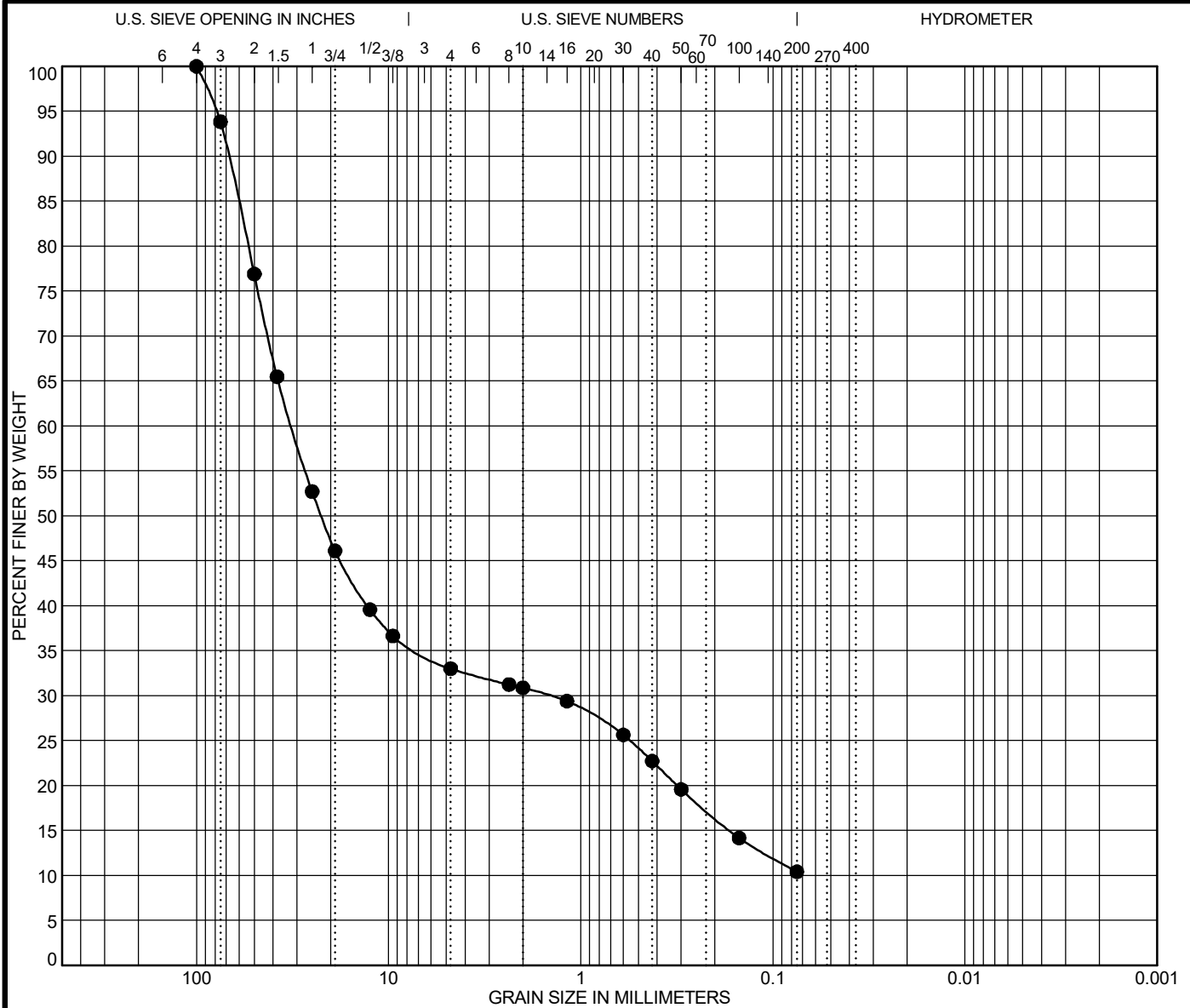


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Date: 11-4-20									
● 06	Classification					LL	PL	PI	Cc	Cu
Depth: 0.5	Silty SAND (SM)					NP	NP	NP		
Sample Location	C-6 at 7-24"									
USCS	SM									
AASHTO										
Specimen Identification										
● 06	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 0.5	19	0.361	0.121		5.8	71.6	22.5			
Natural Moisture	10 %		S.E.		Absorption %					
R-Value			Durability Index		Soundness					
Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20

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	<p><b>GRAIN SIZE DISTRIBUTION</b></p> <p>Job Number: 10000.116</p>	

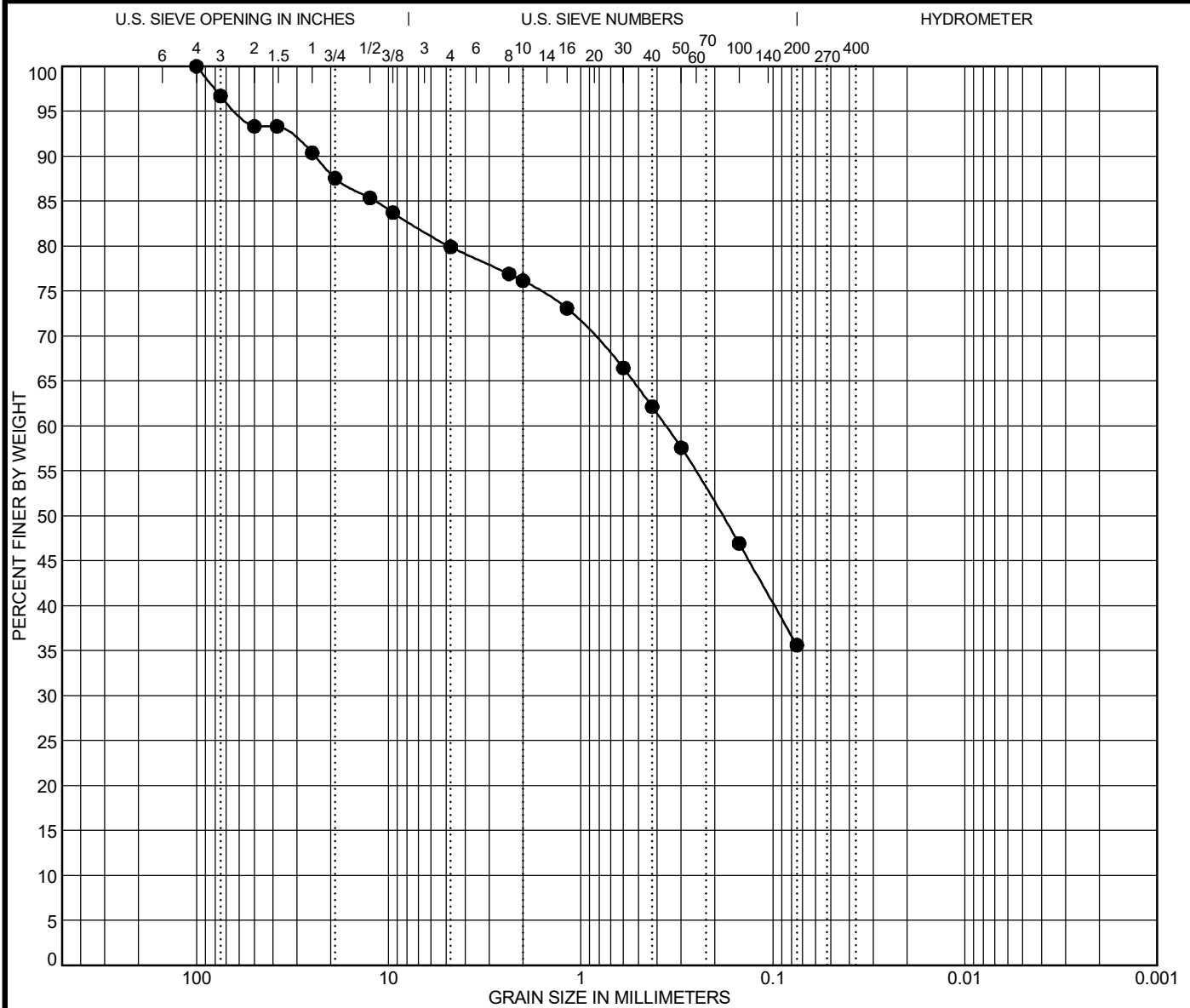


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 11-4-20									
●	<b>07</b>	Classification					LL	PL	PI	Cc	Cu
	Depth: 0.46	Poorly-Graded GRAVEL with Clay and Sand (GP-GC)					25	17	8	1.0	457.7
	Sample Location	C-7 at 5.5-24"									
	USCS	GP-GC									
	AASHTO										
Specimen Identification											
●	<b>07</b>	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
	Depth: 0.46	100	31.801	1.467		60.8	22.6	10.4			
	Natural Moisture	7.2 %		S.E.		Absorption %					
	R-Value			Durability Index		Soundness					
	Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20

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	<p>Date: November 2020</p>		

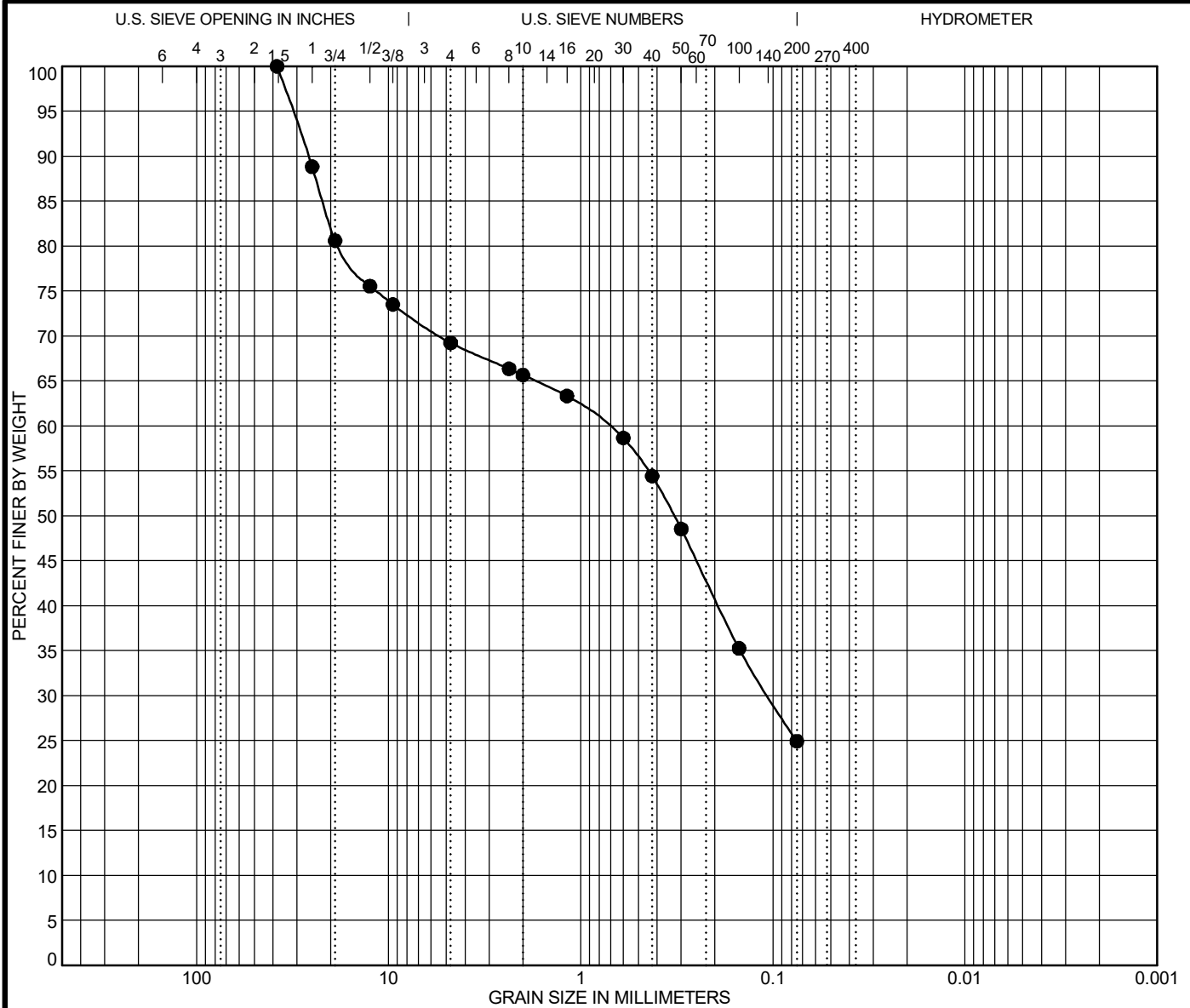


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Date: 11-4-20									
● 08	Classification					LL	PL	PI	Cc	Cu
Depth: 0.4	Clayey SAND with Gravel (SC)					27	16	11		
Sample Location	C-8 at 4.75-24"									
USCS	SC									
AASHTO										
Specimen Identification										
● 08	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 0.4	100	0.361			16.8	44.3	35.6			
Natural Moisture	9.1 %		S.E.		Absorption %					
R-Value			Durability Index		Soundness					
Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20

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	<b>GRAIN SIZE DISTRIBUTION</b>	
Job Number: 10000.116	Date: November 2020	Page 10

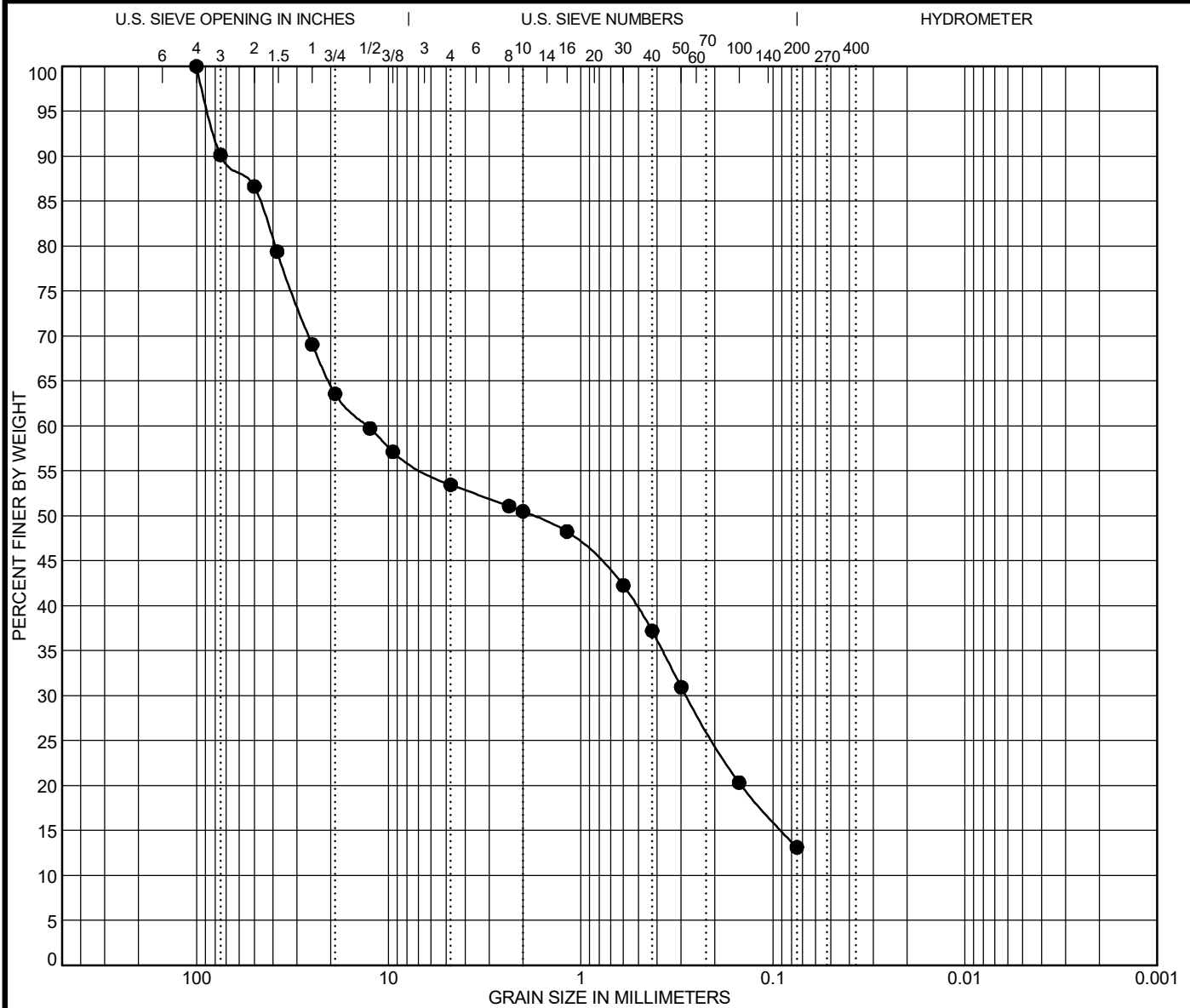


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Date: 11-4-20									
● 10	Classification					LL	PL	PI	Cc	Cu
Depth: 0.83	Clayey SAND with Gravel (SC)					32	17	15		
Sample Location	C-10 at 10-24"									
USCS	SC									
AASHTO										
Specimen Identification										
● 10	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 0.83	38.1	0.728	0.105		30.8	44.3	24.9			
Natural Moisture	8.9 %		S.E.		Absorption %					
R-Value			Durability Index		Soundness					
Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20

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	<b>GRAIN SIZE DISTRIBUTION</b>	



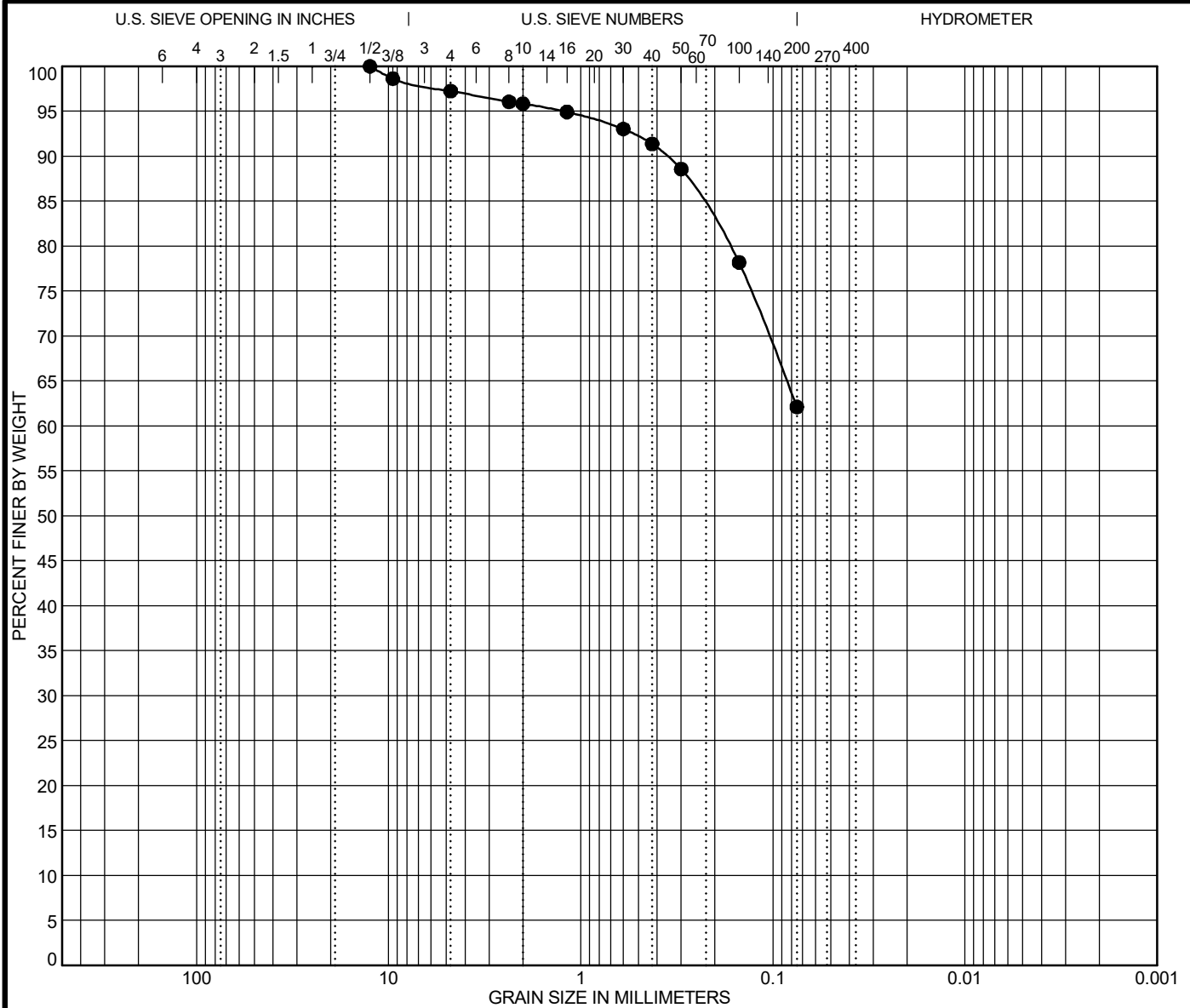
COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Date: 11-4-20									
● 12	Classification					LL	PL	PI	Cc	Cu
Depth: 0.33	Silty SAND with Gravel (SM)					NP	NP	NP		
Sample Location	C-12 at 4-24"									
USCS	SM									
AASHTO										
Specimen Identification										
● 12	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 0.33	100	12.883	0.282		36.7	40.3	13.1			
Natural Moisture	7.4 %		S.E.		Absorption %					
R-Value			Durability Index		Soundness					
Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20

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	<p>Date: November 2020</p>		



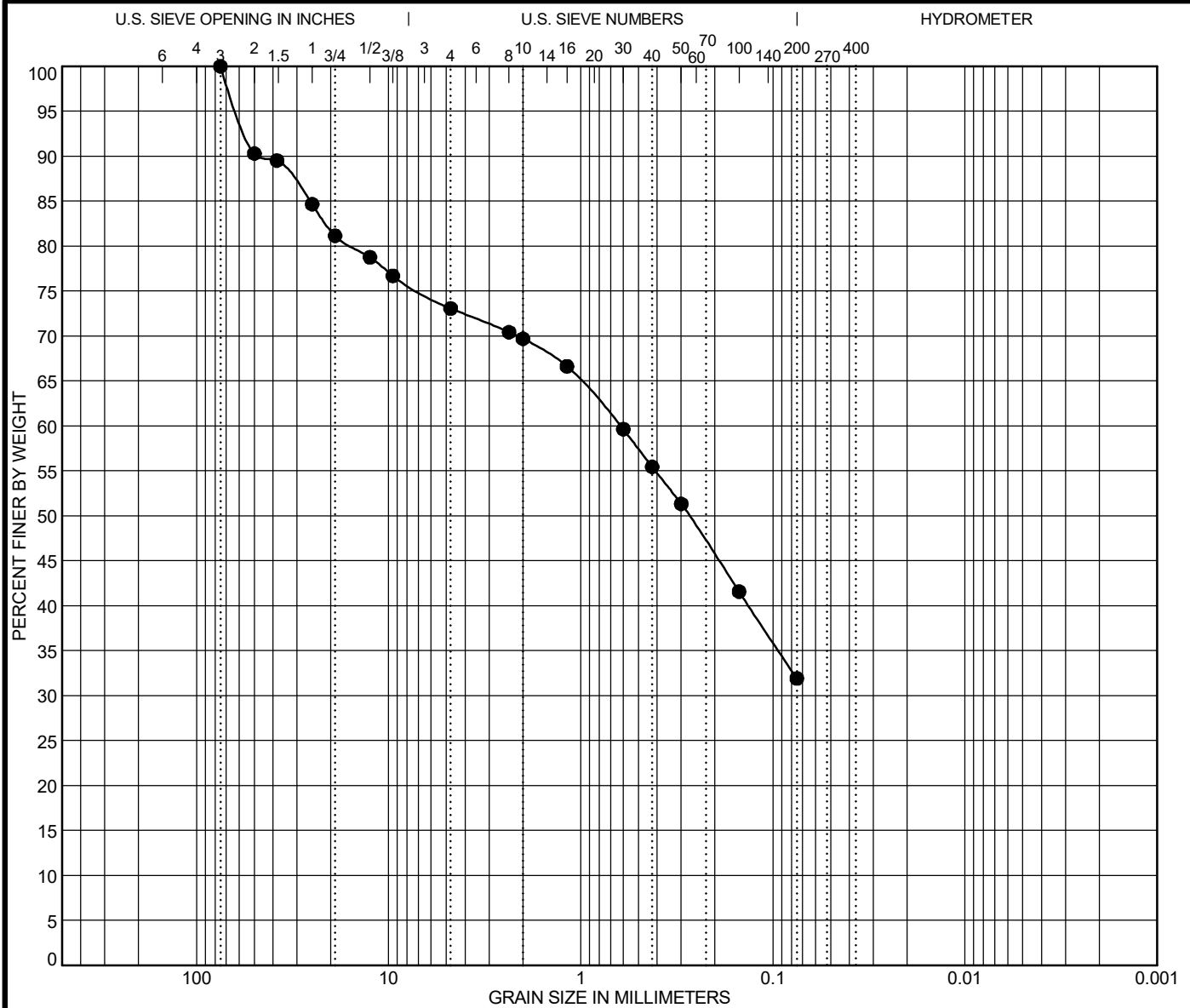


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 11-4-20							
●	<b>18</b>	Classification			LL	PL	PI	Cc	Cu
	Depth: 1	Sandy Lean CLAY (CL)			37	15	22		
	Sample Location	C-18 at 12-24"							
	USCS	CL							
	AASHTO								
Specimen Identification									
●	<b>18</b>	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
	Depth: 1	12.5				2.8	35.1	62.1	
	Natural Moisture	14.4 %	S.E.		Absorption %				
	R-Value		Durability Index		Soundness				
	Percentage of Wear (500 rev)	%	Specific Gravity		Direct Shear				

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20

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		<p><b>GRAIN SIZE DISTRIBUTION</b></p>		
			<p>Date: November 2020</p>	<p>Page 13</p>

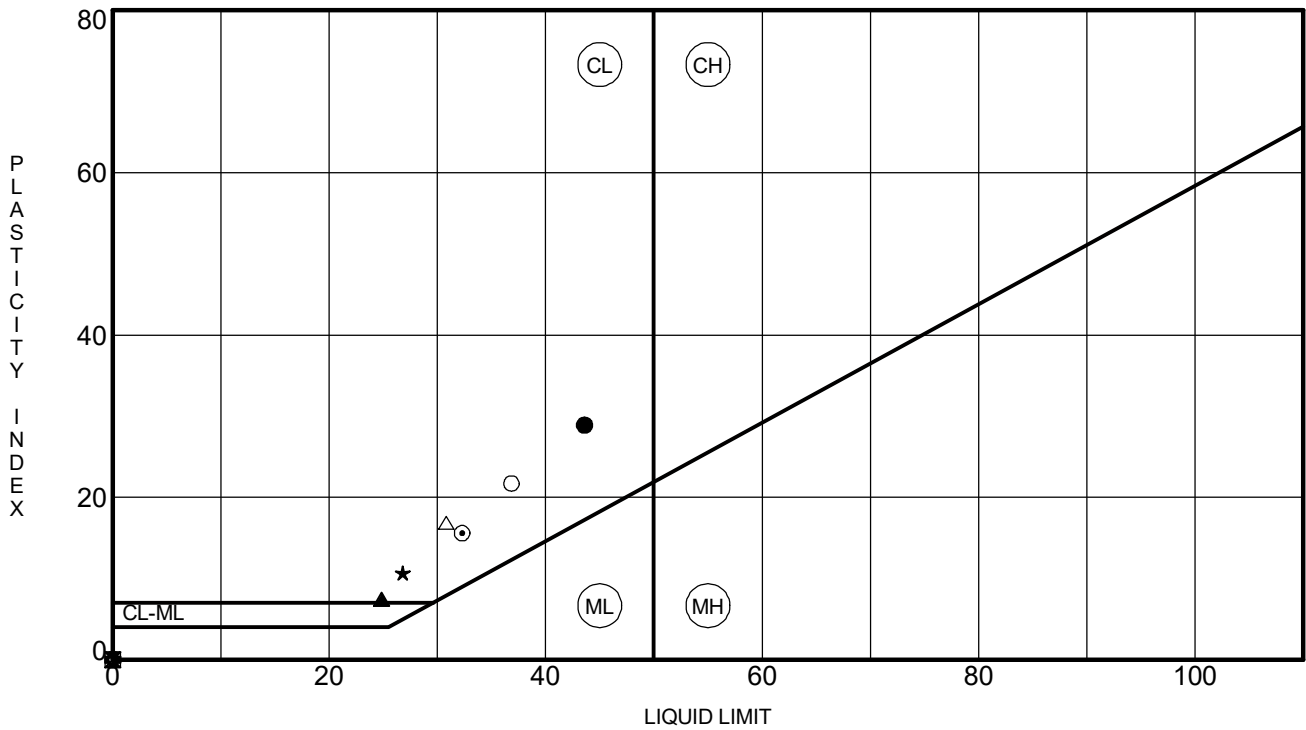


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Date: 11-4-20									
● 21	Classification					LL	PL	PI	Cc	Cu
Depth: 0.42	Clayey SAND with Gravel (SC)					31	14	17		
Sample Location	C-21 at 5-24"									
USCS	SC									
AASHTO										
Specimen Identification										
● 21	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 0.42	75	0.621			26.9	41.2	31.9			
Natural Moisture	10.4 %		S.E.		Absorption %					
R-Value			Durability Index		Soundness					
Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE RDA GINT.GPJ US LAB.GDT 11/10/20

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	<b>GRAIN SIZE DISTRIBUTION</b>	



Specimen Identification	LL	PL	PI	Fines	Classification	
● 02	1.1	44	15	29	44	Clayey SAND (SC)
⊠ 06	0.5	NP	NP	NP	23	Silty SAND (SM)
▲ 07	0.5	25	17	8	10	Poorly-Graded GRAVEL with Clay and Sand (GP-GC)
★ 08	0.4	27	16	11	36	Clayey SAND with Gravel (SC)
⊙ 10	0.8	32	17	15	25	Clayey SAND with Gravel (SC)
⊕ 12	0.3	NP	NP	NP	13	Silty SAND with Gravel (SM)
○ 18	1.0	37	15	22	62	Sandy Lean CLAY (CL)
△ 21	0.4	31	14	17	32	Clayey SAND with Gravel (SC)

LUMOS-ATTERBERG LIMITS RDA GINT.GPJ US LAB.GDT 11/10/20



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Pavement Investigation - 2021 Projects, FY22 RDA 1  
**ATTERBERG LIMITS' RESULTS**  
 Job Number: 10000.116      Date: November 2020

**PLATE**  
**B-2**



Silver State Labs-Reno  
 1135 Financial Blvd  
 Reno, NV 89502  
 (775) 857-2400 FAX: (888) 398-7002  
 www.ssalabs.com

# Analytical Report

Workorder#: 20110410  
 Date Reported: 11/13/2020

**Client:** Lumos and Associates - Reno **Sampled By:** Pete McCreary  
**Project Name:** 10000.116/ Task C/ C-3 7"-24" - RDA-1  
**PO #:** 10000.116/ Task C/ MTB

**Laboratory Accreditation Number:** NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
20110410-01	C-3 7"-24" - RDA-1	10/30/2020 0:00	11/6/2020

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Sodium	ASTM D2791	0.02	%	0.01	MA	11/13/2020 10:06	
Sodium Sulfate as Na2SO4	Calculation	< 0.01	%	0.01	MA	11/12/2020 16:42	
Sulfate	SM4500 SO4E	< 0.01	%	0.01	MA	11/12/2020 14:54	

**Laboratory Accreditation Number:** NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
20110410-02	C-13 4"-24" - RDA-1	11/02/2020 0:00	11/6/2020

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Sodium	ASTM D2791	< 0.01	%	0.01	MA	11/13/2020 10:06	
Sodium Sulfate as Na2SO4	Calculation	< 0.01	%	0.01	MA	11/12/2020 16:42	
Sulfate	SM4500 SO4E	< 0.01	%	0.01	MA	11/12/2020 14:54	

**Laboratory Accreditation Number:** NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
20110410-03	C-24 17"-24" - RDA-1	11/03/2020 0:00	11/6/2020

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Sodium	ASTM D2791	< 0.01	%	0.01	MA	11/13/2020 10:06	
Sodium Sulfate as Na2SO4	Calculation	< 0.01	%	0.01	MA	11/12/2020 16:42	
Sulfate	SM4500 SO4E	< 0.01	%	0.01	MA	11/12/2020 14:54	

Original



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Pavement Investigation - 2021 Projects, FY22 RDA 1

## ANALYTICAL TESTING

Job Number: 10000.116

Date: November 2020  
 Page 16

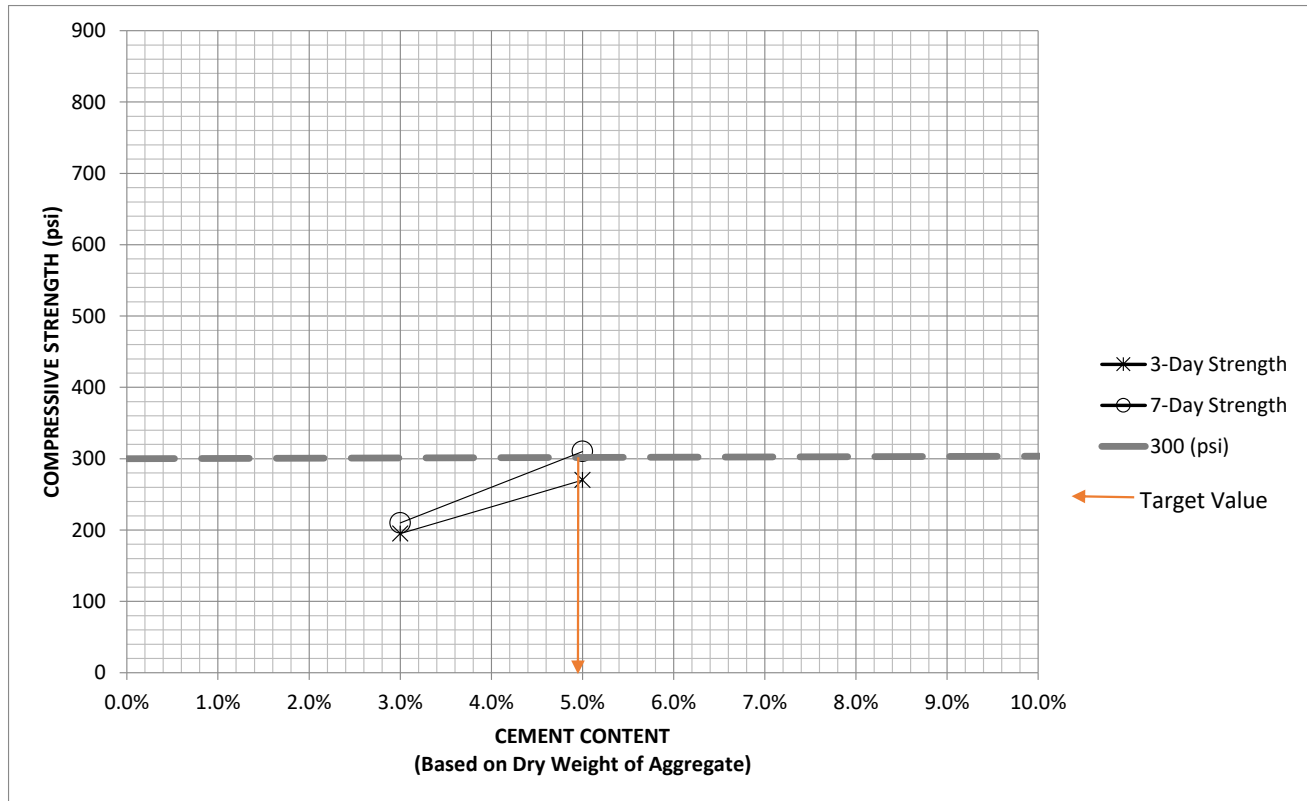
**PLATE**  
  
**B-3**

# APPENDIX C

# CEMENT TREATED BASE COMPRESSION TESTS

REPORT TO:	<u>City of Sparks</u>	PROJECT NAME:	<u>RDA 1 Rehab</u>
		PROJECT NO.:	<u>10000.116</u>
		LOCATION:	<u>Sparks, NV</u>
		CONTRACTOR:	<u>N/A</u>
SAMPLED BY:	<u>P. McCreary</u>	DATE RECEIVED:	<u>10/30/2020</u>
WEATHER:	<u>N/A (In Doors)</u>	TIME:	<u>1:00 PM</u>
AIR TEMP:	<u>N/A (In Doors)</u>	MOLDED BY:	<u>Z. Lim, P. McCreary</u>
DATE MOLDED:	<u>11/6/20 and 11/17/20</u>		
MATERIAL DESCRIPTION:	<u>35% AC, 20% Base, 45% Subgrade</u>		
	<u>Molded at 2% Over Optimum Water Content</u>		
SAMPLE LOCATION:	<u>Blended Subgrades</u>		

TEST AGE	CEMENT CONTENT			
	3.0%	5.0%		
3-DAY Strength (psi)	<b>195</b>	<b>270</b>		
7-DAY Strength (psi)	<b>210</b>	<b>310</b>		



Reviewed by:

9222 Prototype Drive Reno, NV 89522 Tel 775.827.6112 Fax 775.827.6403	800 East College Parkway Carson City, NV 89706 Tel 775.883.7077 Fax 775.883.7114	178 South Maine Street Fallon, NV 89406 Tel 775.423.2188 Fax 775.423.5657	225 Kingsbury Grade, Suite A Stateline, NV 89449 Tel 775.588.6490 Fax 775.588.6479
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**PLATE**  
  
**C-1**  
Page 118



## CEMENT TREATED BASE COMPRESSION TESTS

REPORT TO:	<u>City of Sparks</u>	PROJECT NAME:	<u>RDA 1 Rehab</u>
		PROJECT NO.:	<u>10000.116</u>
		LOCATION:	<u>Sparks, NV</u>
		CONTRACTOR:	<u>N/A</u>
SAMPLED BY:	<u>P. McCreary</u>	DATE RECEIVED:	<u>10/30/2020</u>
WEATHER:	<u>N/A (In Doors)</u>	TIME:	<u>1:00 PM</u>
AIR TEMP:	<u>N/A (In Doors)</u>	MOLDED BY:	<u>Z. Lim, P. McCreary</u>
DATE MOLDED:	<u>11/6/20</u>		
MATERIAL DESCRIPTION:	<u>3% Cement Content - 35% AC, 20% Base, 45% Subgrade</u>		
	<u>Molded at 2% Over Optimum Water Content</u>		
SAMPLE LOCATION:	<u>Blended Subgrades</u>		
SAMPLE TYPE:	LABORATORY DESIGN	<input checked="" type="checkbox"/>	FIELD SAMPLE <input type="checkbox"/>

LAB NO.	DIAMETER (INCHES)	AREA (SQ.IN)	TEST AGE	DATE TESTED	TOTAL LOAD-LBS.	UNIT LOAD PSI
CC-2912-20	4.01	12.63	3	11/09/20	2,550	200
CC-2913-20	4.01	12.63	3	11/09/20	2,345	185
CC-2914-20	4.02	12.69	3	11/09/20	2,495	195
CC-2915-20	4.02	12.69	7	11/13/20	2,805	220
CC-2916-20	4.01	12.63	7	11/13/20	2,760	220
CC-2917-20	4.01	12.63	7	11/13/20	2,535	200
<b>Average Compressive Strength 3-Day:</b>						195
<b>Average Compressive Strength 7-Day:</b>						210

Testing and Sampling were performed in accordance with ASTM D-558, C-1632, C-1633. Standards as applicable.

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_

CAPPING  UNBONDED  BONDED

TEST RESULTS:  COMPLY  DO NOT COMPLY

Client Notified of Test Results  Respectively Submitted by:  
Mitch Burns P.E.  
Materials Engineering Manager

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PLATE

C-1

Page 119



## CEMENT TREATED BASE COMPRESSION TESTS

REPORT TO:	<u>City of Sparks</u>	PROJECT NAME:	<u>RDA 1 Rehab</u>
		PROJECT NO.:	<u>10000.116</u>
		LOCATION:	<u>Sparks, NV</u>
		CONTRACTOR:	<u>N/A</u>
SAMPLED BY:	<u>P. McCreary</u>	DATE RECEIVED:	<u>10/30/2020</u>
WEATHER:	<u>N/A (In Doors)</u>	TIME:	<u>1:00 PM</u>
AIR TEMP:	<u>N/A (In Doors)</u>	MOLDED BY:	<u>Z. Lim, P. McCreary</u>
DATE MOLDED:	<u>11/17/20</u>		
MATERIAL DESCRIPTION:	<u>5% Cement Content - 35% AC, 20% Base, 45% Subgrade</u>		
	<u>Molded at 2% Over Optimum Water Content</u>		
SAMPLE LOCATION:	<u>Blended Subgrades</u>		
SAMPLE TYPE:	LABORATORY DESIGN	<input checked="" type="checkbox"/>	FIELD SAMPLE <input type="checkbox"/>

LAB NO.	DIAMETER (INCHES)	AREA (SQ.IN)	TEST AGE	DATE TESTED	TOTAL LOAD-LBS.	UNIT LOAD PSI
CC-2989-20	4.01	12.63	3	11/20/20	3,340	265
CC-2990-20	4.01	12.63	3	11/20/20	3,305	260
CC-2991-20	4.01	12.63	3	11/20/20	3,610	285
CC-2992-20	4.01	12.63	7	11/24/20	3,760	300
CC-2993-20	4.02	12.69	7	11/24/20	3,910	310
CC-2994-20	4.01	12.63	7	11/24/20	4,005	320
<b>Average Compressive Strength 3-Day:</b>						270
<b>Average Compressive Strength 7-Day:</b>						310

Testing and Sampling were performed in accordance with ASTM D-558, C-1632, C-1633. Standards as applicable.

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_

CAPPING  UNBONDED  BONDED

TEST RESULTS:  COMPLY  DO NOT COMPLY

Client Notified of Test Results  Respectively Submitted by:  
Mitch Burns P.E.  
Materials Engineering Manager

9222 Prototype Drive Reno, NV 89522 Tel 775.827.6112 Fax 775.827.6403	800 East College Parkway Carson City, NV 89706 Tel 775.883.7077 Fax 775.883.7114	178 South Maine Street Fallon, NV 89406 Tel 775.423.2188 Fax 775.423.5657	225 Kingsbury Grade, Suite A Stateline, NV 89449 Tel 775.588.6490 Fax 775.588.6479
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PLATE

C-3

Page 120



# APPENDIX D



CORE #1, 50' E. of 715 Wright Way



CORE #2, 710 7th Street



CORE #3, 626 7th Street



CORE #4, 529 7th Street



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**ASPHALT CONCRETE CORES**

Job Number: 10000.116

Date: November 2020  
 Page 1 of 2

**PLATE**

**D-1**



CORE #5, 724 E Street



CORE #6, 431 7th Street



CORE #7, 326 7th Street



CORE #8, 201 7th Street



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**ASPHALT CONCRETE CORES**

Job Number: 10000.116

Date: November 2020  
Page 123

**PLATE  
D-2**



CORE #9, 621 Wright Way



CORE #10, 726 6th Street



CORE #11, 633 6th Street



CORE #12, 543 6th Street



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### ASPHALT CONCRETE CORES

Job Number: 10000.116

Date: November 2020  
Page 1 of 14

PLATE

D-3



CORE #13, 434 6th Street



CORE #14, 666 E Street



CORE #15, 329 6th Street



CORE #16, 235 6th Street



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Pavement Investigation - 2021 Projects, FY22 RDA 1

### ASPHALT CONCRETE CORES

Job Number: 10000.116

Date: November 2020  
Page 1 of 5

**PLATE**  
**D-4**



CORE #17, 419 Wright Way



CORE #18, 622 5th Street



CORE #19, 550 5th Street



CORE #20, 5' East of Alley on E Street



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Pavement Investigation - 2021 Projects, FY22 RDA 1

## ASPHALT CONCRETE CORES

Job Number: 10000.116

Date: November 2020  
Page 1 of 6

PLATE

D-5



CORE #21, 442 E Street



CORE #22, 422 5th Street



CORE #23, 323 E Street



CORE #24, 241 E Street



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Pavement Investigation - 2021 Projects, FY22 RDA 1

**ASPHALT CONCRETE CORES**

Job Number: 10000.116

Date: November 2020  
Page 1 of 7

**PLATE  
D-6**

# **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  
OFFICE OF THE LABOR COMMISSIONER

[www.labor.nv.gov](http://www.labor.nv.gov)

OFFICE OF THE LABOR COMMISSIONER  
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PHONE: (775) 684-1890

OFFICE OF THE LABOR COMMISSIONER  
3300 WEST SAHARA AVE., SUITE 225  
LAS VEGAS, NV 89102  
PHONE: (702) 486-2650

**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  
Director

SHANNON M. CHAMBERS  
Labor Commissioner

STATE OF NEVADA



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Department of Business & Industry

OFFICE OF THE LABOR COMMISSIONER

<http://www.labor.nv.gov>

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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.

STEVE SISOLAK  
Governor

TERRY REYNOLDS  
Director

SHANNON M. CHAMBERS  
Labor Commissioner

STATE OF NEVADA



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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? <sup>‡</sup>
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><b><sup>‡</sup>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.</b></p>		
<p><b>*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.</b></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.

<u>Request Submitted to:</u> _____	<u>Date Request Submitted:</u> _____
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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:

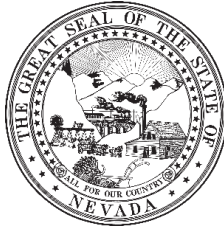
Notes: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 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 Redevelopment Agency of the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "Agency", 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 Agency's Contract Documents and Contractor's Entire Proposal are on file with the Redevelopment Agency of 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 Agency, 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 Agency and are on file with the Agency, including any and all addenda issued by the Agency, and with the other contract documents hereinafter enumerated.

**2. Payment for Project Services**

As full consideration for the Services to be performed by Contractor, Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency.

The Agency 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 Agency 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 Agency 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 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 Agency, 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 Agency 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 Agency 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 Agency:**

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 Agency at its discretion, and that any progress inspections and approval by the Agency of any item or work shall not forfeit the right of the Agency 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 Agency.

**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 Agency, 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 Agency, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Agency.

If Agency’s personnel are involved in defending such actions, Contractor shall reimburse Agency for the time and costs spent by such personnel at the rate charged Agency 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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Agency and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the Agency shall be entitled to reasonable attorney's fees and costs to be paid to the Agency 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 Agency, 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 Agency may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the Agency's Contracts and Risk Manager.**

Should work be required on Agency 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 Agency, 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 Agency. 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 Agency's option. If Contractor fails to maintain the insurance as set forth herein, Agency 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.



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***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***

Agency, 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 Agency, its officers, employees, or volunteers. Additional insured status for Agency 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 Agency, 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 Agency, 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 Agency 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 Agency 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 Agency 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***

Agency, 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 Agency, its officers, employees, or volunteers. Additional insured status for Agency 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 Agency’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 Agency, 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 Agency 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 Agency. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the Agency to make any payment under this Agreement to provide Agency 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 Agency 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 Agency in writing prior to the signing of this Contract. Agency 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 Agency, 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  
**\$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 Agency 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.

Agency 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 Agency 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 Agency 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



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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 AGENCY 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 Agency's Contracts and Risk Manager and prior to signing this Contract.

Agency 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 Agency'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 Agency 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 Agency. Agency 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 Agency, 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 Agency. Agency, 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. Agency 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 Agency 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 Agency 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 Agency before work commences.** The Agency 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 Agency, 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 Agency in this contract.
3. In addition to any other remedies Agency may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option:
  - a. Purchase such insurance to cover any risk for which Agency 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



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coverage.

**18. Liquidated Damages:**

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the Agency 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 Agency 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 Agency or otherwise fails to perform any provisions of this Contract, the Agency, 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. Agency may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

**21. Termination:**

The Agency 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 Agency, 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 Agency.

**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 Agency 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.



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**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.

**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 Redevelopment Agency of 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.

\_\_\_\_\_  
(Consultant)

REDEVELOPMENT AGENCY of the  
CITY OF SPARKS, NEVADA  
A Municipal Corporation

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

By: \_\_\_\_\_  
Charlene Bybee, Chairperson

\_\_\_\_\_  
(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 \_\_\_\_\_