## **BID FOR**

# FIRE STATION PAGING SYSTEM INSTALLATION

BID # 22/23-036

PWP # WA-2023-358

BIDS DUE NOT LATER THAN: 1:45 PM ON MAY 18, 2023

PUBLIC BID OPENING: 2:00 PM ON MAY 18, 2023

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

Sparks

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

Company Name:

# CITY OF SPARKS NOTICE TO BIDDERS FIRE STATION PAGING SYSTEM INSTALLATION BID # 22/23-036 / PWP # WA-2023-358

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 MAY 18, 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 May 18th. 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 MAY 18, 2023** via Zoom video/audio conferencing. Meeting # 874 2433 9012. Meeting Passcode: 832334 with a direct link of: https://us02web.zoom.us/j/87424339012?pwd=eVhIcDQ2LytDbENOTHVBS0MrT3k1UT09

**PROJECT DESCRIPTION:** Installation of the City-provided Purvis Station Alerting System equipment and necessary wiring at five (5) City of Sparks Fire Stations

**PRE-BID MEETING:** There will be a **NON-MANDATORY** pre-bid meeting held at Fire Station #1 – 1605 Victorian Ave., Sparks NV 89431 at 9AM on May 9, 2023.

**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 <a href="http://portal.cityofsparks.us/bids">http://portal.cityofsparks.us/bids</a> 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 <a href="mailto:dmarran@cityofsparks.us">dmarran@cityofsparks.us</a> 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: May 3, 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.	 Bid Bond
7.	Signed Bid Addenda (if applicable)

## CITY OF SPARKS FIRE STATION PAGING SYSTEM INSTALLATION BID # 22/23-036 / PWP #WA-2023-358

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

<u>COMPLETION</u> of this project is expected PURSUANT TO CONTRACT DOCUMENTS.				
BIDDER acknowledges receipt of	_ Addenda.			
Bidder Name	(signature)			

# **BID ITEM SCHEDULE:**

BASE BID SCHEDULE					
Item No.	Quantity	Unit	Description	<b>Unit Price</b>	Total Price
1	1	LS	Demolition of Fire Station 1 Paging System, per lump sum.	\$/LS	\$
2	1	LS	Installation of Fire Station 1 Paging System, complete in place, per lump sum.	\$/LS	\$
3	1	LS	Demolition of Fire Station 2 Paging System, per lump sum.	\$/LS	\$
4	1	LS	Installation of Fire Station 2 Paging System, complete in place, per lump sum.	\$/LS	\$
5	1	LS	Demolition of Fire Station 3 Paging System, per lump sum.	\$/LS	\$
6	1	LS	Installation of Fire Station 3 Paging System, complete in place, per lump sum.	\$/LS	\$
7	1	LS	Demolition of Fire Station 4 Paging System, per lump sum.	\$/LS	\$
8	1	LS	Installation of Fire Station 4 Paging System, complete in place, per lump sum.	\$/LS	\$
9	1	LS	Demolition of Fire Station 5 Paging System, per lump sum.	\$/LS	\$
10	1	LS	Installation of Fire Station 5 Paging System, complete in place, per lump sum.	\$/LS	\$
11	1	FA	Force Account	\$5,000.00	\$5,000.00
			TOTAL BASE BID		\$

(Written amount TOTAL BASE BID):	
\$	

# **Bid Schedule Notes:**

- 1. City of Sparks reserves the right and privilege to accept or reject any or all bids or parts thereof, based solely on the judgment of representatives of the City of Sparks.
- 2. See Bid Item Clarifications.
- 3. Total base bid shall include Force Account Item #11 in the total base bid amount.

# **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

6) Has your company been found non-responsible on a government bid within the last five years? No\_\_\_ Yes\_\_\_

years? No Yes (If yes, please provide details.

(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:**

## **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

<u>INSTRUCTIONS:</u> 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, <u>BIDDER SHALL ALSO LIST HIS NAME</u> and description of the work that the prime contractor will perform in the space provided below.** 

Address

Phone	Nevada Contractor License # Limit of License			
Description of Work:	•	•		
Name of Subcontractor	Address	Address		
Phone	Nevada Contractor License #	Limit of License		
Description of Work:	•	•		
Name of Subcontractor	Address	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:				
	Author	ized Signature:		
Bidder Name: Authorized Signature:				

Name of Subcontractor

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

<u>INSTRUCTIONS</u>: 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		)	
County	of	<u>-</u>	) SS )	
including but not lethat he/she agrees all work for the FI	the aforesaid describinited to, any add to furnish and deliv RE STATION PA	ribed work is to enda issued and er all materials GING SYSTEM	be performed by; that he/she has read the P understands the terms, conditions, and require except those specified to be furnished by the Ci I INSTALLATION, Bid # 22/23-036, together led in accordance with the Specifications, Plans	rlans, Specifications, and related documents ments thereof; that if his/her bid is accepted ity of Sparks (Owner) and to do and perform r with incidental items necessary to complete
The undersigned, a fully informed resproposal is made work; the proposed made part thereof; Contract prescribe the materials specaccording to the re	as Bidder, declares to specting the prepara without collusion without collusion without collusion with different form of Contract, that he/she proposed d, to provide all ne- cified in the Contra- quirements of the P	hat the only per- ation and conte with any other po- the Contract Pro- es and agrees if a cessary machine act and annexed roject Represent	ons or parties interested in this proposal, as prints of the attached Bid and of all pertinent corson, firm or corporation; that he/she has care ovisions, Plans, Specifications and Contract Do his proposal is accepted, that he/she will contrary, tools, apparatus and other means of construct Contract Provisions, Plans and Specification attive as therein set forth, it being understood an se, and that he/she will accept, in full, payment	ircumstances respecting such Bid: that this fully examined the location of the proposed cuments incorporated therein referred to and act with the City of Sparks in the form of the action, and to do all the work and furnish all as, in the manner and time prescribed and d agreed that the quantities shown herein are
			Contractor/Bidder:	
(Printed Name of	f 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		)		
County of		) SS.		
On this	day of		, in the year 2023, before me,	
/Notary Public, p	ersonally appeared			Personally known to me (or proved
	s of satisfactory evi NESS my hand and		person whose name is subscribed to this instrur	nent, and acknowledged that he (she)

Notary's Signature:

My commission Expires:

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILTY 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).

•	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `	nt of Health and Human Services (45 CFR Part 76).			
	spective bidder,ef that it and its principals:	certifies to the best of its knowledge			
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible excluded from covered transactions by any Federal department or agency;					
reno atte pub thef	(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgme 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 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;				
(Fee		criminally or civilly charged by a government entity any of the offenses enumerated in paragraph (b) of this			
` ′	re not within a three-year period preced sactions (Federal, State, or local) terminate	ing this application/proposal had one or more public ed for cause or default.			
termina be cons with the agency,	tion of the award. Any exceptions provide idered in determining bidder responsibility party. For any exception noted, indicate	cation may be grounds for rejection of this proposal or ed will not necessarily result in denial of award, but will try and whether or not the City will enter into contract the on an attached sheet to whom it applies, initiating information may result in criminal prosecution or			
Typed N	Name & Title of Authorized Representative				
Signatu	re of Authorized Representative	Date			
I am un	able to certify to the above statement. My	explanation is attached.			
Signatu	re	Date			

# CITY OF SPARKS, NEVADA – 5% Bid Bond

KNOW ALL MEN BY THESE PRESENTS:						
as "Principal," and	as "Surety" are hereby held and					
firmly bound unto the City of Sparks, Nevada,						
Principal and Surety bind themselves, their hei	e payment of which, well and truly to be made, the irs, executors, and administrators, successors and assigns, condition of the obligation of this bid bond is as follows:					
	vernments to require bid bonds to insure execution and onding Company has an "A" or better rating with Moody's sury Department;					
AND, WHEREAS, the Principal has submittee FIRE STATION PAGING SYSTEM INST	ed a bid for Bid # <b>22/23-036</b> , PWP # <b>WA-2023-358</b> , for the <b>CALLATION</b> .					
NOW, THEREFORE,						
(a) If said Bid shall be rejected; or						
(b) If said Bid shall be accepted and the documents ("Contract") to Obliger give such bond or bonds as may be	the Principal shall execute and deliver the contract in the bid e in accordance with the terms of the bid documents, and e specified in the bid or contract documents with good and erformance of such Contract and for the prompt payment of exprosecution thereof; or					
	oligee the full amount of the bid bond as a penalty all damages in the event of the failure of the Principal to such bond or bonds.					
then, this obligation shall be null and void. Ot expressly understood and agreed that the liabil	herwise it shall remain in full force and effect, it being ity of the Surety (but not of the Principal) for any and all epenal amount of the obligation as herein stated.					
obligations of said Surety and its bond shall be	s bond was executed, hereby stipulates and agrees that the e in no way impaired or affected by any extension of the h bid, and hereby waives notice of any such extension.					
	and the Surety have hereunto set their hands and the affixed and these present to be signed by their proper					
Signed, Sealed and dated:						
	Principal					
	By:					
	Surety					
	By:					

# GENERAL CONDITIONS



#### **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 FIRE STATION PAGING SYSTEM INSTALLATION, 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.



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.



#### 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



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.



#### 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 <u>vertical construction</u> 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.

<u>"Vertical Construction"</u> 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:



- (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 $\boxtimes$ IS $\square$ 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 $\boxtimes$ IS $\square$ 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 $\boxtimes$ IS $\square$ 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.



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.



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

#### **Commercial General Liability**

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

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

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

#### Minimum Limits of Insurance

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

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

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

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

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

#### Coverage Form

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



#### Additional Insured

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

#### Primary and Non-Contributory

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

#### Waiver of Subrogation

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

#### **Endorsements**

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

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

#### Electronic Data Liability

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

#### Railroad Protective Liability

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



#### **Business Automobile Liability**

#### Minimum Limits of Insurance

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

#### Coverage Form

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

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

#### Additional Insured

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

#### Endorsements

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

#### Waiver of Subrogation.

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

#### Workers' Compensation and Employer's Liability

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

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



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

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

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

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

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



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

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

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

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

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

#### **ALL COVERAGES**

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

#### DEDUCTIBLES AND RETENTIONS

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

#### OTHER INSURANCE PROVISIONS

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

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

#### **ACCEPTABILITY OF INSURERS**

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



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

#### VERIFICATION OF COVERAGE

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

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

- **A.** <u>Certificate of Insurance</u>. Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- **B.** <u>Additional Insured Endorsements</u>. 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. <u>Policy Cancellation Endorsement</u>. 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

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



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

#### 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.



- (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



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).



- (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.



#### 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



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 FIRE STATION PAGING SYSTEM INSTALLATION BID # 22/23-036 / PWP #WA-2023-358

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction" Latest Edition, and adopted by the City of Sparks, Nevada. All 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**

Work Scope: The base bid work under this contract consist of, but is not limited to: the installation of the Purvis Station Alerting System equipment and necessary wiring at the five (5) City of Sparks Fire Stations located within the city limits of Sparks, NV. The Contractor will coordinate with the City's Purvis vendor representative prior to and during construction. The project also includes removal and disposal of existing paging alert system and wiring throughout the fire stations.

#### **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: PREBID CONFERENCE**

A Pre-Bid conference will be held at Sparks Fire Stations 1 (1605 Victorian Avenue, Sparks, NV 89431 on Tuesday, May 9, 2023 at 9:00 A.M.

#### SECTION 4: 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 **fifty (50) calendar days** from the time of issuance of the Notice to Proceed.

#### **SECTION 5: 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 calendar day delay after the fifty (50) calendar day completion time limit.

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 6: EXCUSABLE DELAYS**

The CONTRACTOR shall not be assessed with liquidated damage nor the cost of the Project Manager and 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 Project Manager in writing of the causes of delay. The Project Manager's findings of the facts thereon shall be final and conclusive.

#### SECTION 7: 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 8: AUTHORITY OF THE PROJECT MANAGER AND INSPECTOR

All work shall be done under the supervision of the Project Manager acting on behalf of the City. The Project Manager 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 Project Managers estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The Project Manager 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 Project Manager and the Engineer. The Contractor shall take direction only from the Project Manager and Inspector.

#### **SECTION 9: 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 10: COOPERATION WITH OTHER CONTRACTORS

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

• No projects at this time.

#### SECTION 11: DISPOSAL OF EXCESS AND WASTE MATERIALS

Trash and construction debris during 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.

#### **SECTION 12: LIMITS OF CONTRACTOR'S OPERATIONS**

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

Materials will be allowed to be stored onsite with the approval and direction of the City Project Manager.

#### **SECTION 13: MEASUREMENT FOR PAYMENT**

The total amount payable under this contract shall be determined by the percentage of the work performed and determined from prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The percentage of work performed shall be determined by the Project Manager.

#### **SECTION 14: PRECONSTRUTION 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 15: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY, AND **OVERTIME WORK**

The CONTRACTOR's normal working hours shall be from 7:00 A.M. until 7:00 P.M., Monday through Friday unless otherwise required by these specifications or approved in writing by the City Project Manager when requested in writing by the CONTRACTOR. 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 Manager 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/or approved by the city Project Manager and as specified herein.

If the CONTRACTOR plans to perform work outside of the twelve (12) hours available during a regular working day, the CONTRACTOR shall first obtain approval from the City Project Manager at least twenty-four (24) 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 Thursday 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 Manager at least 48 hours in advance.

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.

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 January 3<sup>rd</sup> Monday in February President's Day Last Monday in May

July 4

Memorial Day

Independence Day

1st Monday in SeptemberLabor DayLast Friday in OctoberNevada DayNovember 11Veteran's Day4th Thursday in NovemberThanksgiving Day

4<sup>th</sup> Friday in November Family Day (day after Thanksgiving)

December 25 Christmas Day

#### **SECTION 16: SUBMITTALS**

Submittals for the following items shall be provided prior to the time of the preconstruction meeting. Submittals shall be submitted by electronic pdf. **SEE SECTION 20 FOR MORE DETAILS ON SCHEDULING:** 

- Wiring
- Schedule

#### SECTION 17: CLEANUP AND DUST CONTROL

At completion of the workday, the Contractor shall clean up all waste material, excess materials, and trash.

#### **SECTION 18: FORCE ACCOUNT**

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.

Any force account items shall be adjusted daily upon report sheets, furnished to the Project Manager 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 Project Manager.

#### **SECTION 19: 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 20: CONSTRUCTION SCHEDULE**

A construction schedule will be required and approved by the Project Manager prior to starting construction to minimize disruption to staff members within Fire Department and to provide a plan for completing within the referenced calendar days in Section 4. The Contractor shall schedule Fire Station 5 as the first station to install the paging system. The Contractor shall a maximum of 48 hours to perform the transition from the original system to the new Purvis system at each station. The 48 hour time period includes the commission of the system at the individual station. Fire personnel will be using hand held radios during the 48 hour time period. Only one station shall be down at any one time.

Construction material submittals with long lead times shall be submitted soon after the council has approved award to minimize possible delays in construction that could impact the schedule.

#### BID ITEM CLARIFICATIONS FIRE STATION PAGING SYSTEM INSTALLATION BID # 22/23-036 / PWP #WA-2023-358

#### **BASE BID ITEMS**

#### Bid Items 1, 3, 5, 7, and 9: Demolition of Fire Stations 1 thru 5 Paging System

This item shall include all labor, materials, supplies, equipment, and all other incidentals necessary for the demolition and disposal all existing paging system hardware and wiring throughout the five (5) City of Sparks Fire Stations, including replacement of ceiling tiles and blanking off holes in walls or hard ceilings.

Payment will be on a lump sum basis.

See Plans and Plan Specifications.

#### Bid Item 2, 4, 6, 8, and 10: Installation of Fire Stations 1 thru 5 Paging System

This item shall include all labor, materials, supplies, equipment, and any other incidentals necessary for installation of the Purvis Paging System hardware equipment and wiring throughout the five (5) City of Sparks Fire Stations per plans and specifications. The work includes furnishing and installing wiring and the Purvis equipment per the plans and plan specifications noted on FSAS Summary Page 1 of the attached plan set. All wiring shall be certified upon installation. Bidders shall be aware that there are open plenum within some of the Fire Stations and plenum shielded wiring will be required per code. Installation of Purvis equipment shall be installed per the manufacturer's requirements and code requirements. Main equipment cutsheets are provided in the bid documents. The system shall be installed and commissioned prior to bringing the system online to work out any bugs in the system and hardware/software.

Payment will be on a lump sum basis.

See Plans and Plan Specifications.

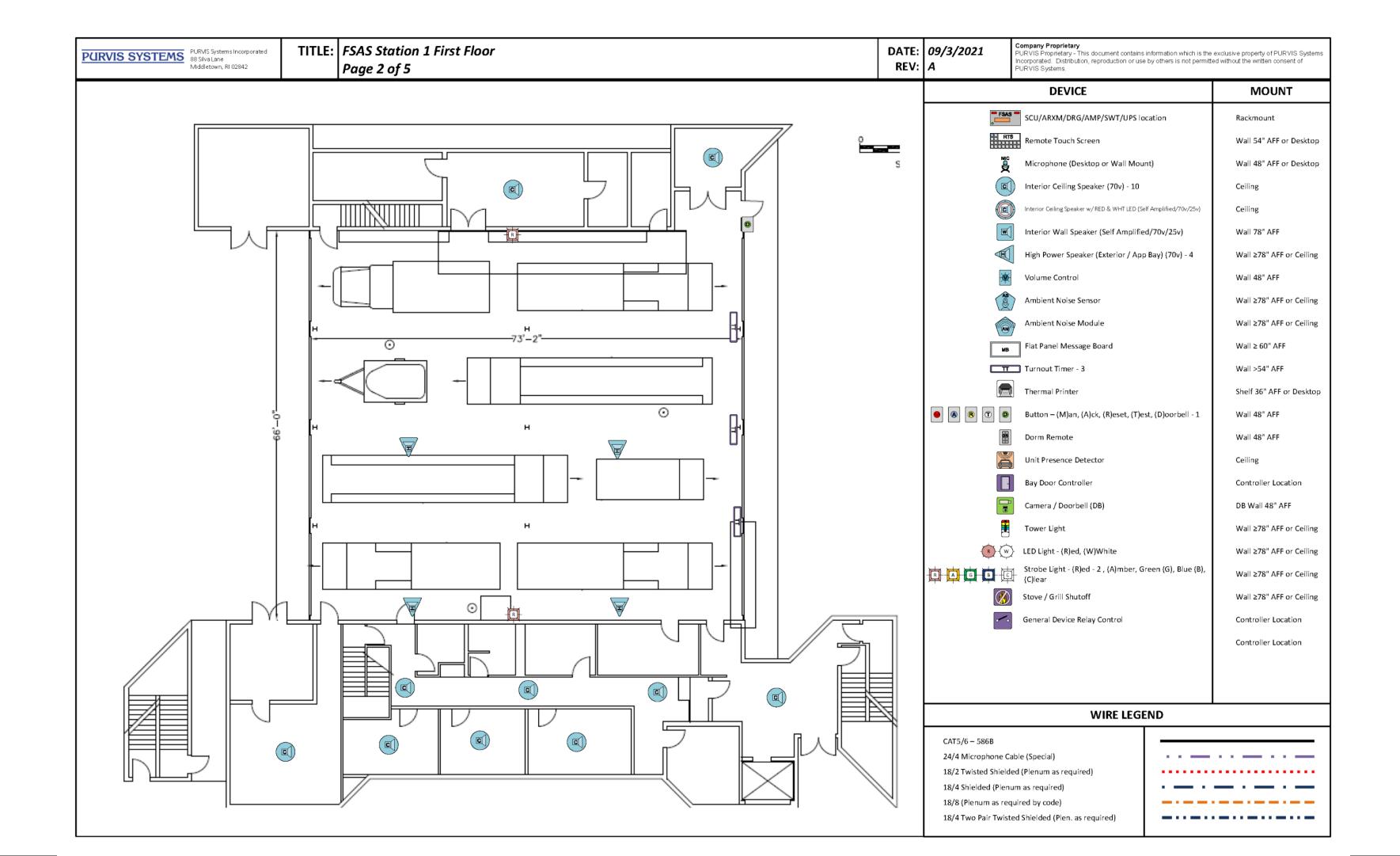
#### **Bid Item 11: Force Account**

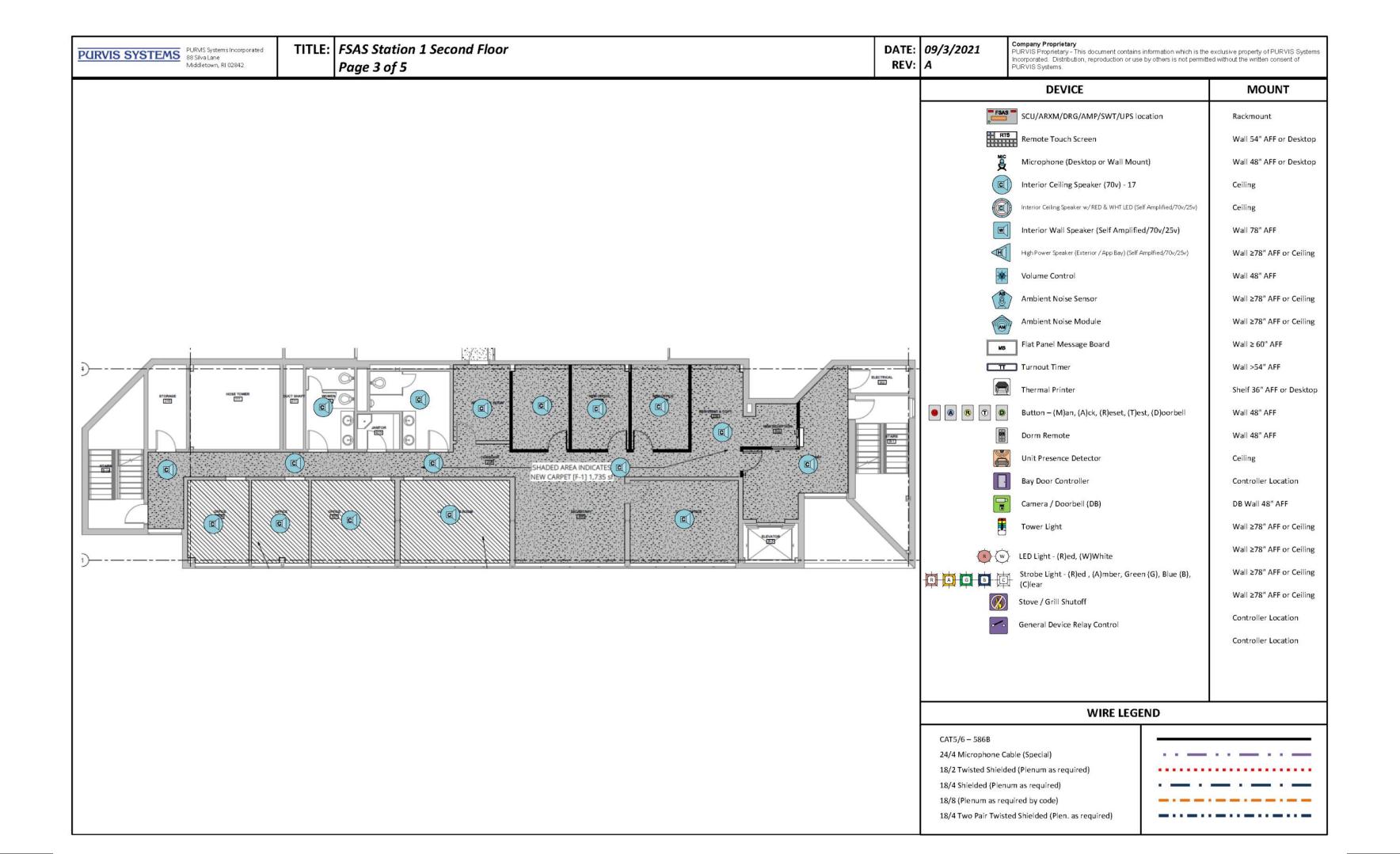
A force account has been established for this project and shall be included in each bid. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks representative as per Special Provision Section 18. Contractor shall refer to Special Provision Section 18.

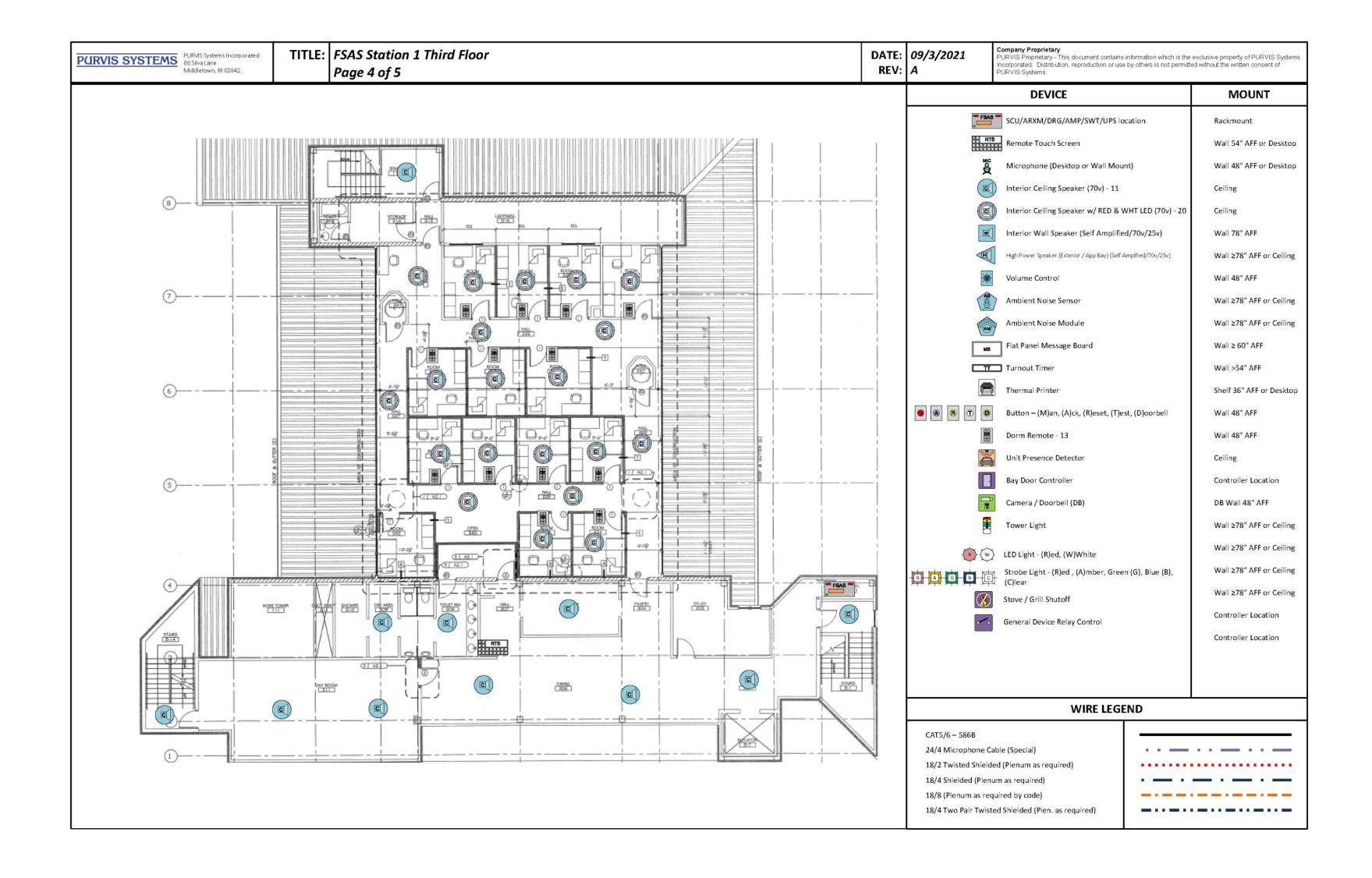
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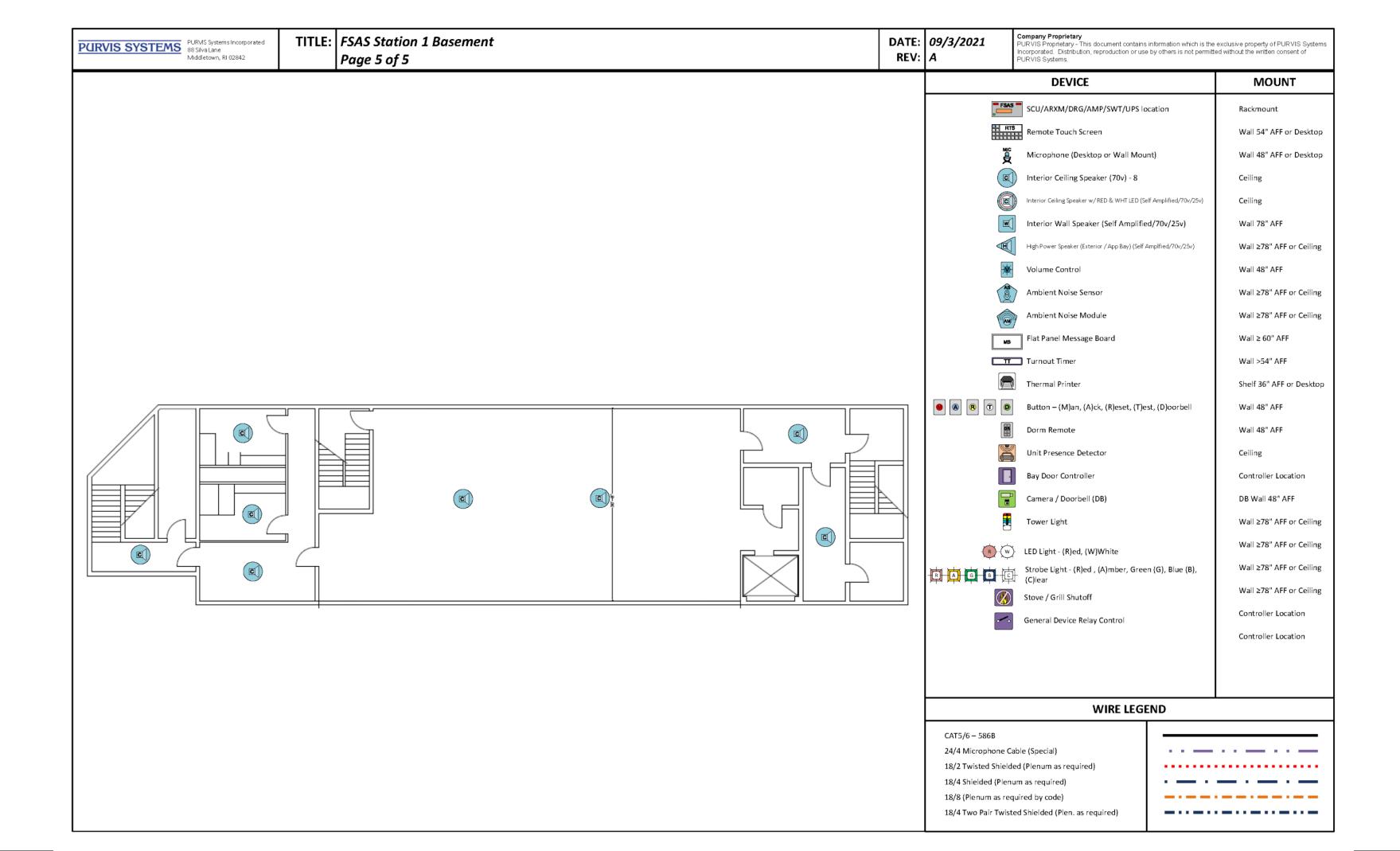
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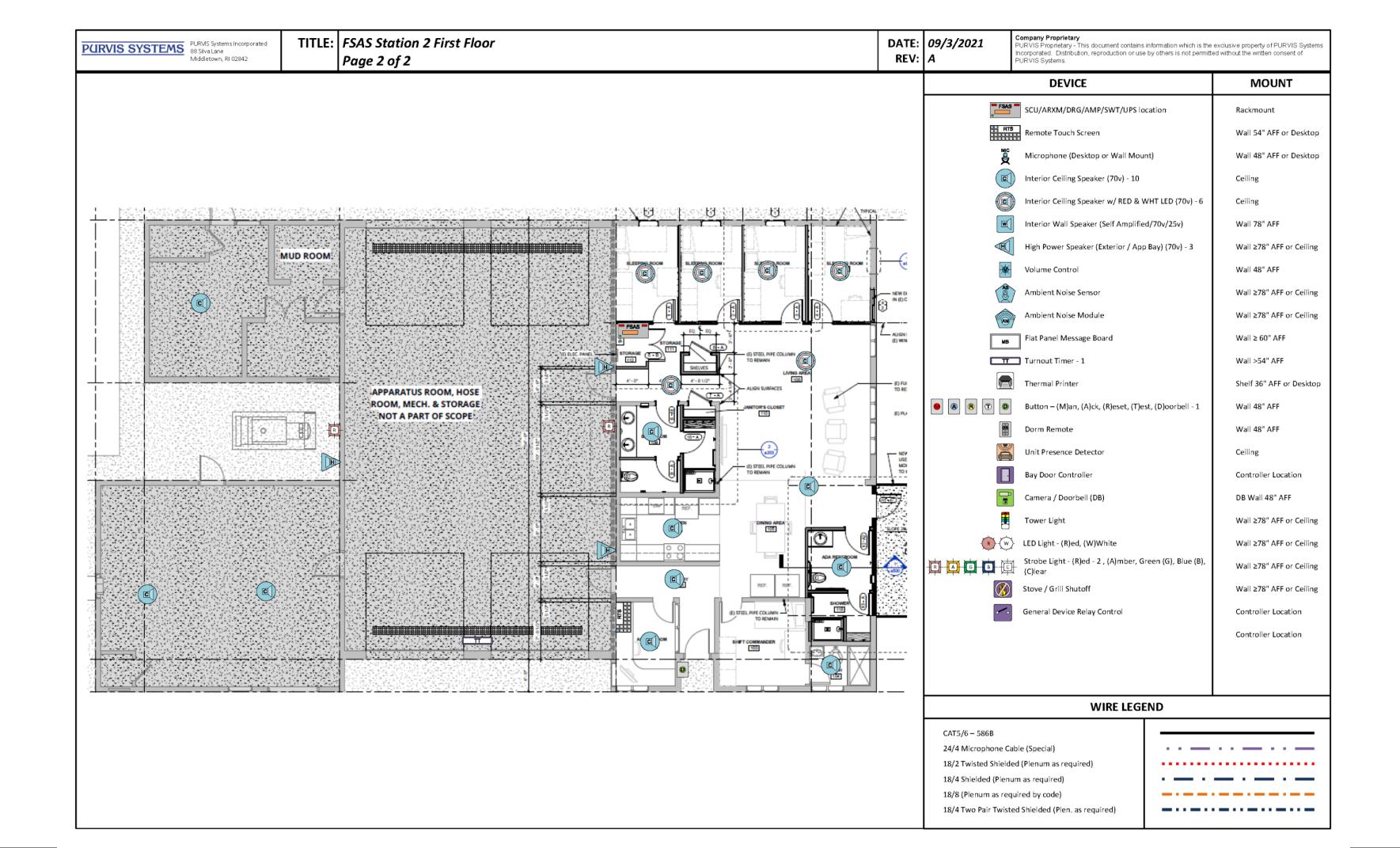
88 Silva Lane
Middletown, RI 02842 TITLE: | FSAS Summary Page DATE: 09/3/2021 URVIS Proprietary - This document contains information which is the exclusive property of PURVIS Systems acceptorated. Distribution, reproduction or use by others is not permitted without the written consent of REV: A Page 1 of 2 DEVICE MOUNT Electrical Contractor Scope of Work: Mounting Heights: Provide permit if needed FSAS SCU/ARXM/DRG/AMP/SWT/UPS location Rackmount All are Above Finished Floor (AFF) to bottom of the box Provide wire Remote Touch Screen (RTS) - 54" or Desktop 3. Provide wire runs per NFPA 70 code Remote Touch Screen Wall 54" AFF or Desktop MIC XLR Plate - Behind RTS or under table top 4. All wire runs to be clearly tagged & labeled Apparatus bay speakers to be hung 16' A.F.F. 5. Provide all wiring materials (hangars, conduit, surface mold, wire ties, boxes, etc) Wall 48" AFF or Desktop Volume Controls - 48" Microphone (Desktop or Wall Mount) 6. Provide high voltage electrical relay connections if needed LCDs, LEDs, and power outlets - 80" 7. Provide other high voltage connections if needed Apparatus Bay LCDs & power outlets - 95" 8. Provide electrical power where needed (dedicated/undedicated) Interior Ceiling Speaker (Self Amplified/70v/25v) Ceiling Turn Out timer - To the Left side of each Bay Door and 6' A.F.F 9. Provide complete system installation (including head end equipment) Printer stand/Shelf - 36" 10. Provide as-built drawings after installation Interior Ceiling Speaker w/RED & WHT LED (Self Amplified/70v/25v) Ceiling Pushbuttons (Manual/Acknowledgment/Reset/Test/Doorbell) - 48" 11. Provide 1 year of warranty on labor and Material Dorm Remotes - 48" 12. Provide an on-site representative when final connections are made Interior Wall Speaker (Self Amplified/70v/25v) Wall 78" AFF Unit Presence Detector - Centered over each Apparatus front/back, side to side Camera Control Unit (CCU) - CCU Within 25' of the Camera, Speaker/MIC Box - 48", Camera - TBD Tower Light - TBD High Power Speaker (Exterior / App Bay) (Self Amplfied/70v/25v) Wall ≥78" AFF or Ceiling Purvis Systems Scope of Work: Single Color Trip Lights - Centered on ceiling 1. Provide shop drawings of field devices LED Light – Centered on ceiling Wall 48" AFF Volume Control 2. Provide system components Strobe Light - TBD 3. Provide technical support to electrical contractor Wall ≥78" AFF or Ceiling 4. Provide all programming and calibrations Audio And Light Zones: 5. Provide end user training Ambient Noise Module Wall ≥78" AFF or Ceiling 6. Provide 1 year of system warranty - Elect. Cont. may assist Purvis Systems for payment to See Floor plan and pull schedule make repairs/replacements as needed Flat Panel Message Board Wall ≥ 60" AFF Required boxes: All Cat5/6 Locations - single gang 3" deep box Wire Specifications: Microphone XLR Plate - Single gang 3" deep box Turnout Timer Wall >54" AFF 1. Controller Interconnects - Cat5/6, 18/2 Plenum Shielded Volume Control - Single gang 4" deep box 2. Remote Touch Screen (RTS) - Cat5/6 Pushbuttons - Single gang 3" deep box Shelf 36" AFF or Desktop Thermal Printer 3. Remote Microphone – 24/4 Plenum Shielded Microphone cable Dorm Remote - Single gang 3" deep box Unit Presence Detector - Two Gang 3" deep box 4. 25/70v Apparatus Bay, External and Ceiling/Wall Speakers – 18/2 Plenum Shielded Button – (M)an, (A)ck, (R)eset, (T)est, (D)oorbell 5. Self-Amplified Apparatus Bay, External and Ceiling/Wall Speakers – 18/4 Plenum Shielded Camera Control Unit (CCU) POE Injector - Single Gang Duplex Wall 48" AFF 6. LED Speaker Ring wiring - 18/4 Plenum Shielded Tower Light – Double Gang Box (Gang plate provided with device (Wall or Ceiling) 7. Message Board - Cat5/6 Dorm Remote Wall 48" AFF Single Color Trip Light - Six Square Box LED Light - Double Gang, Ceiling Octagon (T-Grid Box Hanger) 8. Turn Out Timer - Cat5/6 Strobe Light - Double Gang Box 9. Printer - Cat5/6 Unit Presence Detector Ceiling 10.Pushbuttons – 18/4 Plenum Shielded (Illuminated style button) 11.Dorm Remotes - 18/4 Twisted Pair Plenum Shielded Bay Door Controller Controller Location Surface Mount Options: 12.Unit Presence Detector – 18/4 Plenum Shielded Wire Mold - 700 series 13.WAN connection - Cat5/6 Camera / Doorbell (DB) DB Wall 48" AFF 14.Radio Connections - 18/2 Plenum Shielded 15.Bay Door Controller Connection – 18/2 Plenum Shielded AC Power: (All Outlets to be within 5' of the device) 16.Ambient Noise Sensor and Modules - 18/2 Plenum Shielded Wall ≥78" AFF or Ceiling Controller Location – 20Amp Dedicated Tower Light 17. Camera Control Unit (CCU) – 18/2 Plenum Shielded, Cat5/6, 24/4 Microphone Cable Remote Touch Screen (RTS) - Single Gang Duplex Message Board - Single Gang Duplex 18.Tower Light – 18/8 Plenum Wall ≥78" AFF or Ceiling -(R)-(W)- LED Light - (R)ed, (W)White 19. Rotating Light – 18/2 Plenum Shielded 20. 3.5" Disc LED Light – 18/2 Plenum Shielded Turn Out Timer - Single Gang Duplex Strobe Light - (R)ed , (A)mber, Green (G), Blue (B), (C)lear Printer - Single Gang Duplex Wall ≥78" AFF or Ceiling 21. Strobe Light – 18/2 Plenum Shielded Camera Control Unit (CCU) - Single Gang Duplex Wall ≥78" AFF or Ceiling Wire Length for device connections - 16" Stove / Grill Shutoff Controller Dimensions and Weights: Controller Location General Device Relay Control Station Control Unit (SCU) – 5.2"H x 18.0"D x 17.3"W (32lbs) Wire Types: Audio Relay Expansion Module (ARXM) – 3.5"H x 18.0"D x 17.3"W (14lbs) Cat5/6 - Southwest wire ( 57557401) 24/4 pair Controller Location Network Switch 16 Port – 1.75"H x 6.7"D x 11"W (3.15lbs) 24/4 MIC cable - Canare wire 200M Starquad mic wire(CANL4E5CBLA200M) Network Switch 24/28 Port – 1.75"H x 7.99"D x 17.35"W (5.05lbs) 18/2 Plenum Shielded - West Penn (WP 25293BGY1000) 18g strd shld Plenum grey(formerly 25293B) Dorm Remote Gateway 2/4 Port (DRG) - .92"H x 3.5"D x 3.6"W (5lbs) 18/4 Plenum Shielded - Charlotte Wire and cable ( CW09423) plenum shielded Dorm Remote Gateway 8/16/32 Port (DRG) – 1.75"H x 17.1"D x 10.38"W (7lbs) 18/4 Plenum - WP 25244BGY1000 (formerly 25244B) Plenum Unshielded Amplifier – 3.5"H x 18.25"D x 17.0"W (41lbs) 18/8 - Omni Cable (G121808) 18G 8C Plen N-shd UPS - 3.5"H x 15.75"D x 17.25"W (58lbs) 18/4 - Twisted Shielded Pair Camera Control Unit - Controller - 12"H x 6"D x 12"W (16lbs) WIRE LEGEND Camera Intercom - 6.5"L x 4.6"W x 3/1"H (.86lbs) Camera - 6.4"W x 4.06"H (1.84lbs) CAT5/6 - 586B 24/4 Microphone Cable (Special) 18/2 Twisted Shielded (Plenum as required) ........ 18/4 Shielded (Plenum as required) 18/8 (Plenum as required by code) 18/4 Two Pair Twisted Shielded (Plen. as required)

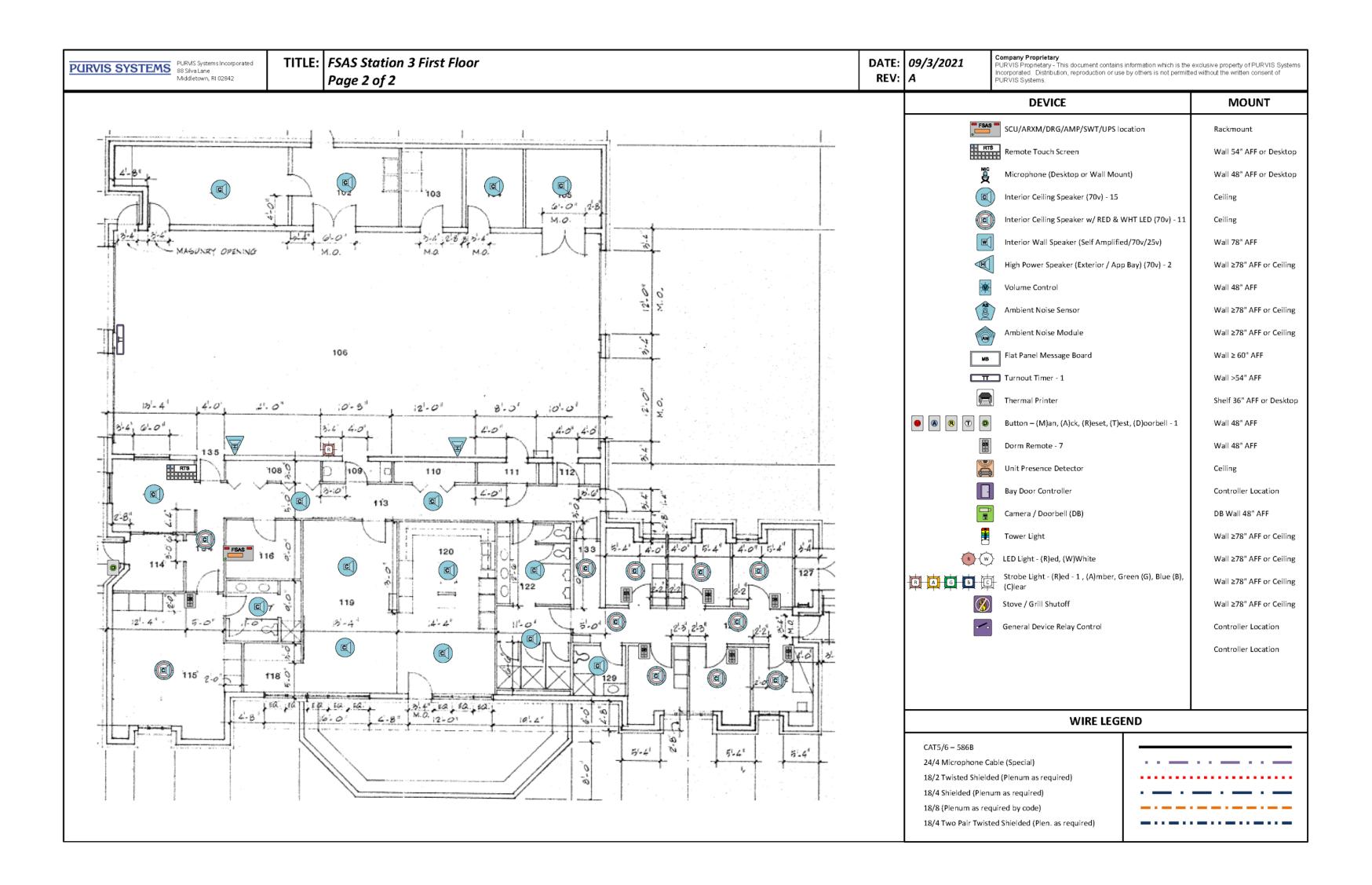


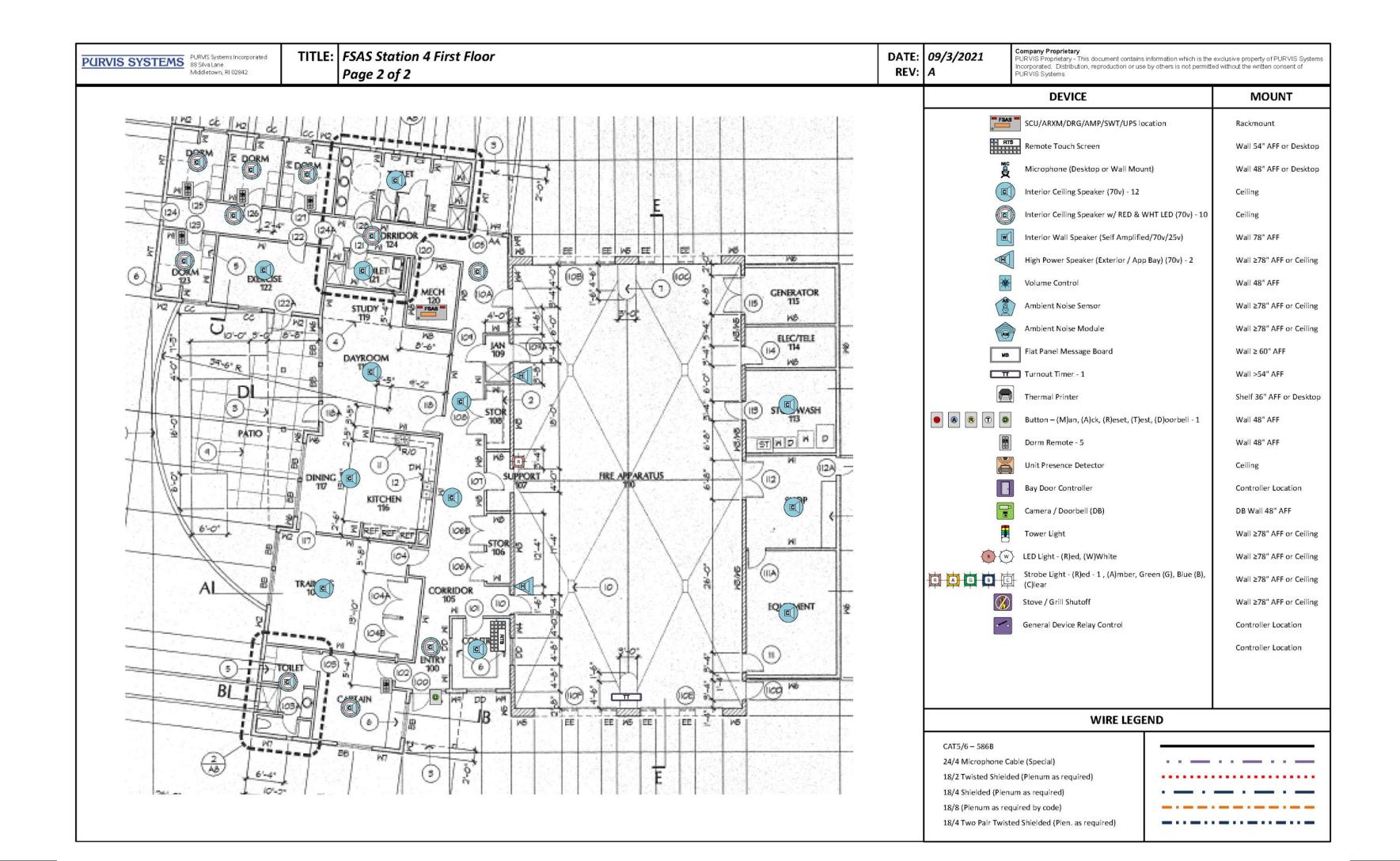


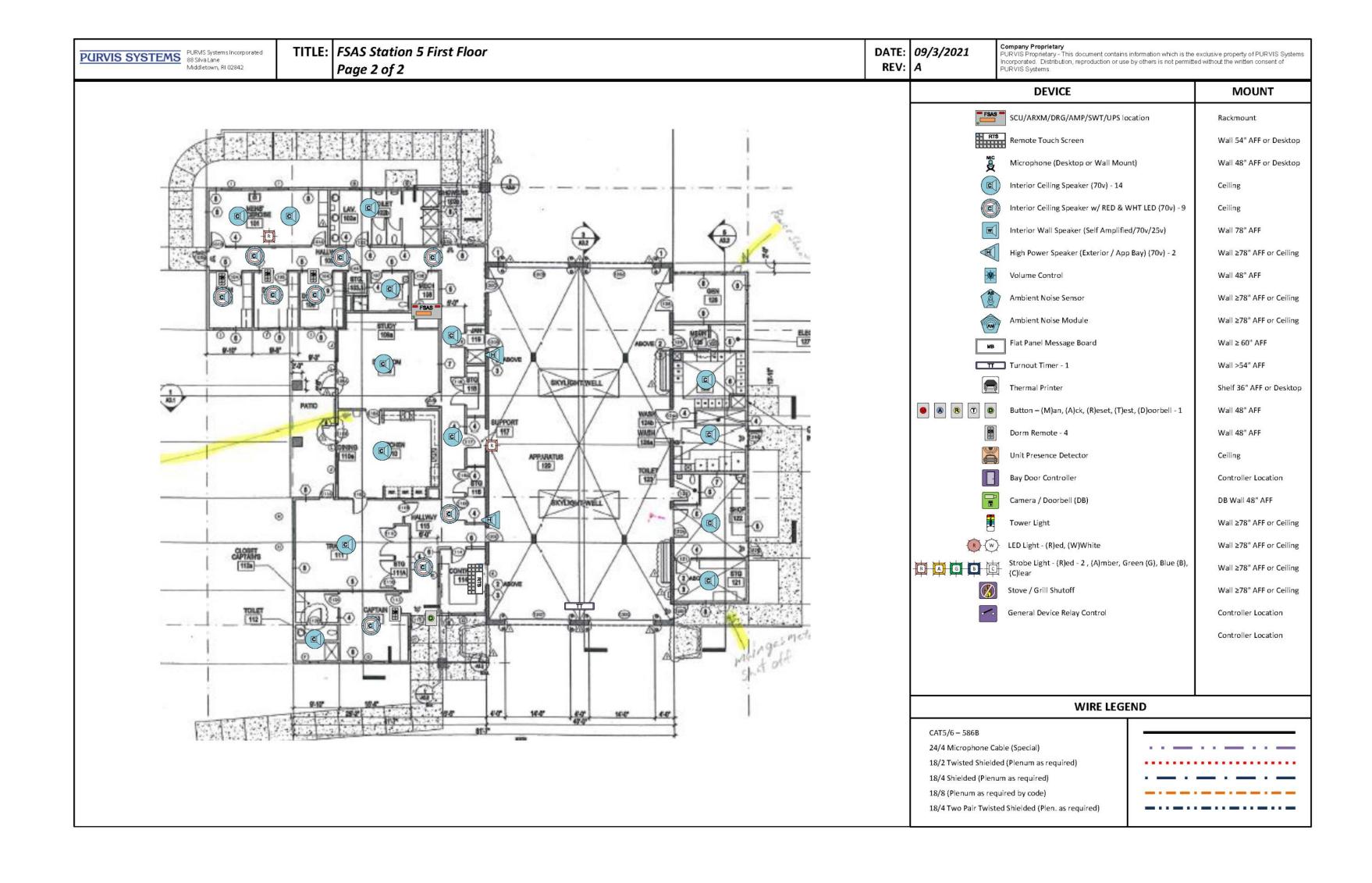












#### **PURVIS FSAS COMPONENT SUMMARY**

### **PURVIS SYSTEMS**

#### Hardware:

Item	PURVIS Part #	Total
Central Server	315-010100-131	2
Dispatch Management (DM) Console - Touch Screen	315-020104-131	2
Radio Interface Unit (RIU) Two (2) Audio Channel - 1U	315-320003-131-2	2
RIU to Motorola Radio Cable - 1 Ch	315-321002-131	4
Station Control Unit (SCU)	315-030005-131-NN	5
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	5
Remote Touch Screen Video Distribution - VGA TX/RX	315-250300-131	5
Vesa Mount for VGA Receiver	315-250100-131	5
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	5
USB Extender, 1-Port	315-250202-131	5
Desktop Microphone	315-032001-131-D	5
24 Port Unmanaged Network Switch	315-290005-131-LAN	5
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	5
Audio/Relay Expansion Module (ARXM) 25/70v, 8 Zone/8 Relay	315-442000-131-8/8	7
Dorm Remote (Color)	315-410000-131- C	27
Dorm Remote Gateway (DRG) 8 port	315-400001-131-8	3
Dorm Remote Gateway (DRG) 16 port	315-400001-131-16	1
Dorm Remote Custom Plate	315-410400-131	27
Recessed Speaker, 8" (25/70v)	315-130401-131-SO	58
Recessed Speaker, 8" with Red/White LED Ring (25/70v)	315-141001-131-RW	66
Recessed Speaker Mount	315-130360-131	124
Outdoor/Bay Speaker (25/70v) 15w	315-150408-131	17
Amplifier 1 Ch (25/70v) 250w	315-070304-131	5
Volume Control Switch (25/70v) 100w	315-110003-131	38
Turnout Timer 24" LED Display, 1 Line	315-210006-131-TT	7
Message Board HDMI Video Transmitter	315-190400-131-TX	1
Message Board HDMI Video Receiver	315-190400-131-RX	2
Message Board Display Module	315-540201-131	5
8 Port Unmanaged Message Board Switch	315-290003-131-MB	1
Multi-Color Tower Light without Pole	315-101011-131	2
Red LED Light, 3"	315-220001-131	1
Strobe Light (Red), Interior, Wall	315-260008-131-R	9
Camera/Doorbell	315-330001-131	5
Power Strip - Rack Mount	315-010500-131	5
19" Rack 18U - Wall Mount	315-380001-100	5

#### Software:

Item	PURVIS Part #	Total
Central Server FSAS Software License (Perpetual)	315-990000-120	2
Central Server Database Software License (Perpetual)	315-990001-120	2
DM Console Seat License (Perpetual)	315-990100-120	2
PURVIS FSAS API License (Perpetual)	315-990200-120	2
Text-to-Speech (TTS) Voice Module Software License (Perpetual)	315-990400-120	7
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	5

#### PURVIS FSAS DISPATCH CENTER COMPONENT TABLE

### **PURVIS SYSTEMS**

#### Hardware:

	Dispatch Center	
Item	Primary	Total
Central Server	2	2
Dispatch Management (DM) Console - Touch Screen	2	2
Radio Interface Unit (RIU) Two (2) Audio Channel - 1U	2	2
RIU to Motorola Radio Cable - 1 Ch	4	4

#### Software:

	Dispatch Center	
Item	Primary	Total
Central Server FSAS Software License (Perpetual)	2	2
Central Server Database Software License (Perpetual)	2	2
DM Console Seat License (Perpetual)	2	2
PURVIS FSAS API License (Perpetual)	2	2
Text-to-Speech (TTS) Voice Module Software License		
(Perpetual)	2	2

#### **PURVIS FSAS STATION COMPONENT TABLE**

### PURVIS SYSTEMS

#### Hardware:

	Fire Stations					
Item	1	2	3	4	5	Total
Station Control Unit (SCU)	1	1	1	1	1	5
SCU Remote Touch Screen (RTS) - 22"	1	1	1	1	1	5
Remote Touch Screen Video Distribution - VGA						
TX/RX	1	1	1	1	1	5
Vesa Mount for VGA Receiver	1	1	1	1	1	5
Wall Mounting Bracket, Tilt, RTS Monitor	1	1	1	1	1	5
USB Extender, 1-Port	1	1	1	1	1	5
Desktop Microphone	1	1	1	1	1	5
24 Port Unmanaged Network Switch	1	1	1	1	1	5
Uninterruptible Power Supply (UPS) - 2U - Line						
Interactive 1500VA	1	1	1	1	1	5
Audio/Relay Expansion Module (ARXM) 25/70v, 8						
Zone/8 Relay	3	1	1	1	1	7
Dorm Remote (Color)	14		4	5	4	27
Dorm Remote Gateway (DRG) 8 port			1	1	1	3
Dorm Remote Gateway (DRG) 16 port						1
Dorm Remote Custom Plate	14		4	5	4	27
Recessed Speaker, 8" (25/70v)	24	4	12	9	9	58
Recessed Speaker, 8" with Red/White LED Ring						
(25/70v)	22	10	7	13	14	66
Recessed Speaker Mount	46	14	19	22	23	124
Outdoor/Bay Speaker (25/70v) 15w	7	2	4	2	2	17
Amplifier 1 Ch (25/70v) 250w	1	1	1	1	1	5
Volume Control Switch (25/70v) 100w	16	6	5	6	5	38
Turnout Timer 24" LED Display, 1 Line	3	1	1	1	1	7
Message Board HDMI Video Transmitter	1					1
Message Board HDMI Video Receiver	2					2
Message Board Display Module	1	1	1	1	1	5
8 Port Unmanaged Message Board Switch	1					1
Multi-Color Tower Light without Pole	2					2
Red LED Light, 3"			1			1
Strobe Light (Red), Interior, Wall	4	2	1	1	1	9
Camera/Doorbell	1	1	1	1	1	5
Power Strip - Rack Mount	1	1	1	1	1	5
19" Rack 18U - Wall Mount	1	1	1	1	1	5

#### Software:

		Fire Stations				
Item	1	1 2 3 4 5				Total
Text-to-Speech (TTS) Voice Module Software						
License (Perpetual)	1	1	1	1	1	5
Station Control Unit (SCU) FSAS Software License						
(Perpetual)	1	1	1	1	1	5

# Fire Station Alerting System (FSAS)



**Prepared By:** 

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Bogen V Series Amplifiers & Modules
Installation Cutsheet (CS 004)

**Revision 3** 

November 24, 2021



#### **Bogen V Series Amplifiers**

Bogen's Power Vector (V series) modular input amplifier series consists of five (5) models, ranging from 35- to 250-watts of power. Each model accepts up to eight (8) plug-in modules with four (4) levels of priority between modules. Two (2) module bays also accept signal-processing output modules.

Each input has its own independent volume control and a signal/clip indicator. An 11-segment LED meter indicates output level, while a motorized master volume control allows smooth and accurate operation of the unit's master volume control from a remote volume control panel (sold separately).

Bogen V Series Amplifiers also includes the following:

- 35W, 60W, 100W, 150W, & 250W models; each with a large power reserve
- Eight (8) module input bays, accepts up to two (2) signal-processing output modules or up to eight (8) input modules
- Four (4) priority levels
- 4-ohm, 8-ohm, 25V, and 70V outputs
- Rack mountable with kit (sold separately)

#### **Bogen Amplifier Part Numbers:**

PURVIS P/N: 315-070310-131 (Bogen 35W V35) PURVIS P/N: 315-070311-131 (Bogen 60W V60) PURVIS P/N: 315-070308-131 (Bogen 100W V100) PURVIS P/N: 315-070309-131 (Bogen 150W V150) PURVIS P/N: 315-070304-131 (Bogen 250W VR250)

Note: All Bogen V Series Amplifiers must be ordered with Mounting Kit RPK87 and MAX1R Card.

#### **Bogen Modules**

Bogen's new advanced input modules provide a wide range of input types allowing for custom configuration of inputs - in both type and number - for a particular application. Modules are fully-featured for their application, many with Bass/Treble, Gain, Music Ducking, Mute Send, and Mute Receive. Mix and match a variety of modules to meet your specific installation needs. Each of Bogen's modules support different signal-source/processing requirements. Included interface features are: balanced and unbalanced inputs; stereo or mono; telephone systems/PBXs; transformer-isolated; microphones; tone generator; and bridging.

#### **Bogen Module Part Numbers:**

PURVIS P/N: 315-070600-131 (Bogen MAX1R (Mono AUX Module))
PURVIS P/N: 315-070601-131 (Bogen SAXC1R (Stereo AUX Module))
PURVIS P/N: 315-070602-131 (Bogen MIC1S (Microphone Input Card))

**PURVIS P/N:** 315-070603-131 (Bogen TNG1S (Tone Generator))

PURVIS P/N: 315-070604-131 (Bogen TEL1S (Telephone Module M Series)) PURVIS P/N: 315-070700-131 (Bogen RPK87 (Mounting Kit for V series))







Fig 1 - Bogen 250W VR250 Amplifier



#### **Drawing Symbol:**

Technical Specifications								
	Model V35 Model V60 Model V100 Model V150 Model V250							
Dimensions		16.5" W x 3.5" H x 12" D						
Weight	22 lbs. 26 lbs. 28 lbs. 31 lbs. 32							
Voltage	120V AC, 60 Hz							
Power Output	35W	, , , , , , , , , , , , , , , , , , , ,						

Mono Aux Input Module MAX1R/Mounting Kit Rack RPK87 (Fig 2):



Fig 2 - Mono Aux Input Module MAX1R/Mounting Kit Rack RPK87

Audio Out to 70V Speakers (Fig 3):

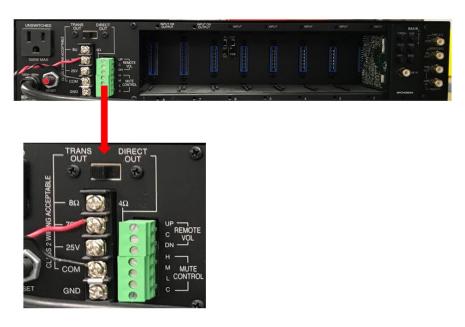


Fig 3 – Audio Out to 70V Speakers

### **PURVIS Fire Station Alerting System** (FSAS) Device Installation Notes

#### Manufacturer's Specs Sheet:

### Power Vector Modular **Amplifiers**

Models V35, V60, V100, V150, and V250



Description Bogen's Power Vector modular amplifiers offer a wide range of power levels from which to choose, with five models from 35W to 250W. The amplifiers are designed to work with both high- (70/25V) and low- (4/8-ohm) impedance speaker systems.

> Each model includes eight module bays for plug-in input modules and allows up to four levels of priority between modules. Two module bays are capable of accepting plug-in signal-processing output modules. Each module is controlled by an independent volume control with an associated signal/clip LED for signal status. An 11-segment LED output meter monitors output signal level.

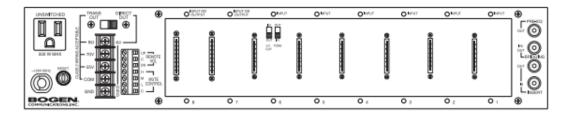
> Each model includes a motorized master volume control that can be controlled using a remote volume control panel (RVCP, sold separately).

- Features 5 models ranging from 35W to 250W each; a mixer-only version (VMIX) is also available
  - · Capable of handling 70V, 25V, 8-ohm, and 4-ohm speaker loads
  - · 8 module bays
  - · Wide selection of advanced plug-in modules (modules sold separately)
  - 4 levels of priority between modules
  - · 2 module bays capable of handling plug-in signalprocessing output modules
  - · 11-segment LED output level meter monitors the output level of the power amplifier with Avg\_/Peak meter switch
  - · Motorized master volume control can be remotely operated
  - · Lockable switch permits user to select either transformer-coupled outputs or a direct lowimpedance output
  - · 5-position barrier strip, with clamping washers, provides connections for speaker loads
  - · Bridging In/Out connector
  - · External access to priority mute buses
  - · Bridging jack and Mute terminals join multiple Power Vector amps and mixers together
  - · Independent volume control for each of the eight module bays

- . Two-color LED for each channel indicates input signal or clipping
- · Bass and treble control with bypass switch (located in module bay 6)
- 125 Hz Low Cut switch (located in module bay 6)
- · Signal-processing insert jacks allow external equipment to be inserted between the pre-amp output and the power amp input
- · Pre-EQ, unbalanced, buffered output signal ("post" all unit controls, but "pre" any external "Insert" equipment connected)
- · Grounded, unswitched AC convenience receptacle with a 500W maximum capacity provided for external equipment
- · 8 module security cover/filler plates included with amplifier (PVMC)
- Push-button remote volume control panel (Model RVCP, sold separately)
- · Security cover to selectively protect volume. bass, and treble controls (Model PVSC, sold separately)
- · Rack mountable (with rack mounting kit RPK87,
- 2 rack spaces high (3-1/2")
- · Listed to UL Standard 60065 for U.S. and Canada



# PURVIS Fire Station Alerting System (FSAS) Device Installation Notes



#### Technical Specifications

Power Output (RMS):

Typical @ 1 kHz:\*

Frequency Response

Transformer: Direct:

Distortion Transformer:

Transformer: < 0.5%\*\*

Oirect: < 0.1%\*\* (.05 typical @ 1 kHz)

V35

35W 60W

VAO

85W

45 Hz to 20 kHz; +0/-2 dB

20 Hz to 20 kHz; +0/-1 dB

V100

100W

140W

V150

150W

200W

V250

250W

Signal-to-Noise†

Fundamental: -94 dB With SAX1R Module: -70 dB With MIC1S Module: -60 dB With TEL1S Module: -70 dB

Tone Controls

Bass Frequency: @100 Hz (+/- 10 dB minimum)
Treble Frequency: @10 kHz (+/- 10 dB minimum)
Low Cut Frequency: @125 Hz (-6 dB/octave)

Sensitivity 0.4V (at backplane connector)

Output Regulation: Output Impedance

Transformer-Coupled: 70V, 25V, 8 ohms (bal or unbal)
Direct Coupled: 4 ohms (minimum)

Thermal Emissions: (BTU/hr.)

Inserts

Insert "OUT" Level: Insert "OUT" Impedance: Insert "IN" Sensitivity: Insert "IN" Impedance:

Bridging In/Out

Bus Level: 250 mVRMS (@FRP)
Bus Impedance: 10k ohms maximum

Pre-EQ Output Output Level:

Output Level: 4VRMS (@FRP)
Output Impedance: 50 ohms maximum

AC Power Receptacle:

AC Voltage: AC Current:

Product Weight (lb.):

Dimensions:

0.6A 1.3A 2.0A 3.5A 5.5A V35 V60 V100 V150 V250

17-1/4" W x 3-7/8" H x 14-3/4" D

500 watts maximum power, unswitched

V60 V100 V150 V250

V60 V100 V150 V250

174.2 204.9 495.2 696.7 911.9

1VRMS (@FRP)

1VRMS

50 ohms maximum

10k ohms minimum

120V AC 60 Hz

22 26 28 31 32

V35

(all models)

#### Architect and Engineer Specifications

The amplifier shall be a Bogen Power Vector Amplifier, Model V35, V60, V100, V150, or V250. The amplifier shall be compatible with both high- (70/25V) and low- (4/8-ohm) impedance speakers, with the capability of 35, 60, 100, 150, or 250 watts, respectively.

2 dB or better, no load to full load

The amplifier shall provide 8 module bays for plug-in input modules with two of the bays also capable of handling plug-in signal-processing output modules. There shall be 4 levels of priority available between all modules.

Each of the 8 module bays shall have an associated independent volume control. Each independent volume control shall have a signal/clip LED to indicate signal condition. Each amplifier shall also include bass and treble controls, as well as a motorized master volume control, which can be remotely operated using the RVCP accessory (sold separately).

For larger applications, the amplifier shall be able to bridge to another Power Vector amplifier or mixer using a built-in bridging jack and mute terminals. This connection shall effectively increase the number of inputs.

An 11-segment LED output level meter will register either the average or peak level of the amplifier's output level, as selected by an Average/Peak switch. Each Power Vector amplifier shall have a Tone Control Bypass switch and a Low-Cut Fitter switch, both located on the rear of the amplifier in module bay 6. A lockable switch will permit the selection of transformercoupled output or direct output for speaker connections.

Signal-processing Insert jacks (RCA connectors) will allow external equipment to be inserted between the preamp output and the power amp input.

Each model will have a Pre-EQ, unbalanced (RCA jack), buffered output whose signal is post all volume controls, tone controls, and output module signal-processing, but before (pre-EQ) any external signal-processing equipment connected to the Insert jacks.

Each amplifier will have bridging in/out capability and individual access to internal module priority buses for easy connection of multiple amplifiers or mixers in a system.

Each amplifier will include a 500W maximum, unswitched AC power receptacle.

The amplifier shall fit into a 19" rack and fit in two rack spaces (2 RU). It shall allow the attachment of feet for tabletop placement. Each model shall measure 17-1/4" W x 3-7/8" H x 14-3/4" D. The V35 shall weigh 22 lb., the V60 - 26 lb., the V100 - 28 lb., the V150 - 31 lb., and the V250 - 32 lb.





#### Manufacturer's Brochure:



### Power Vector Series Modular Amplifiers & Mixers

CONVENIENT SIGNAL PROCESSING
 INPUT FLEXIBILITY
 More Power!



#### Power Vector Amplifier Product Features



Bogen's Power Vector modular input amplifier series consists of five models, ranging from 35 to 250 watts of power. Each model accepts up to 8 plug-in modules with 4 levels of priority between modules. Two module bays also accept signal-processing output modules.

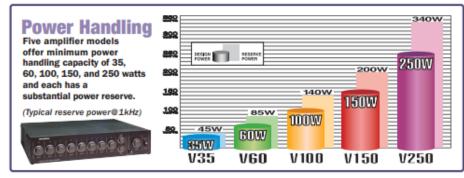
Each input has its own independent volume control and a signal/clip indicator. An 11-segment LED meter indicates output level, while a motorized master volume control allows smooth and accurate operation of the unit's master volume control from a remote control panel (sold separately).

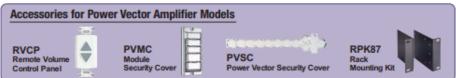
#### FEATURES LIST:

- 5 models ranging from 35W to 250W, with a large power reserve
- Capable of handling 70V, 25V, 8-ohm, and 4-ohm speaker loads
- 8 module bays
- Wide selection of advanced plug-in modules (see pages 3 & 4)
- 2 module bays capable of handling signal processing output modules
- · 4 levels of priority between modules
- 11-segment LED output level meter monitors the output level of the power amplifier, with Avg./Peak meter switch
- Motorized master volume control that can be remotely operated
- Two-color LED for each input channel indicates input signal and clipping
- Master Mute function overrides all audio from the mixer section of the amplifier
- Lockable switch permits user to select either transformer-coupled outputs or a direct low-impedance output

- . Bass and treble controls with bypass switch
- 3 priority mute buses are available externally for system expansion and external control
- Bridging connection available for expanding number of Power Vectors in a system
- 125 Hz Lo-cut switch
- Signal processing insert jacks allow external equipment to be inserted between the pre-amp output and the power amp input
- Pre-EQ, unbalanced, buffered output signal "post" all unit controls, but "pre" any external signal processing equipment inserted
- Grounded convenience receptacle
- 8 Module Security Covers (PVMC) included (not on Wall Mount units) (see below)
- Front panel security cover (PVSC) with break-away access tabs available (see below)
- 2 rack spaces high (3-1/2")
- Listed to UL Standard 60065 for U.S. and Canada

Wall Mount versions and Mixer only version (VMIX) also available. (see page 6)





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### **PURVIS Fire Station Alerting System** (FSAS) Device Installation Notes

### Modular **Flexibility**



#### Wide Selection of Advanced Plug-In Modules

Bogen's new advanced input modules provide a wide range of input types allowing for custom configuration of inputs - in both type and number - for a particular application. Modules are fully-featured for their application, many with Bass/Treble, Gain, Music Ducking, Mute Send, and Mute Receive. Mix and match a variety of modules to meet your specific installation needs. Each of Bogen's modules support different signal-source/processing requirements. Included interface features are: balanced and unbalanced inputs; stereo or mono; telephone systems/PBXs; transformer-isolated; microphones; tone generator; and bridging.

#### Signal-Processing Output Modules

Bogen's new output modules offer a cost effective and convenient way to add specific signal processing capability into a system. These modules automatically insert themselves into the audio signal path and eliminate the need for external wiring as well as accessory outboard equipment. The selection includes an ambient noise sensor, compressor/limiter, and parametric equalizer. Each Power Vector amplifier accepts up to two signal-processing output modules. The amplifier automatically detects the presence of an installed signal-processing output module, and automatically inserts it into the audio signal path of the amplifier. All connections are done internally, so there is no need for patch cords to connect to the inserts. When two output modules are installed, the signal processing effects are cascaded. In addition, each output module includes an unbalanced input that is controlled by the amplifier's input control so an input is not forfeited when an output module is used.

Output modules afford two other benefits:

- the effects insert jacks are still available for use by external processing equipment.
- (2) the signal processing output modules act on the signal on the raw mix bus signal before any other user controls (such as volume, bass, and treble) can affect it. This then ensures that signal level dependent processors, such as the Compressor/Limiter and the Ambient Noise Sensor modules, perform as intended regardless of front panel control changes (excluding input volume controls).

#### Signal-Processing Output Modules RELAY INPUT/OUTPUT - RIO1S AMBIENT NOISE SENSOR - ANS1R Maximum Gain control Transformer-isolated, balanced line-level input Ramp Speed control 600-ohm or 10k jumper selectable input impedance Activity Threshold control 8-ohm, 750mW output Ambient MIC input threshold control Input and output level controls Stereo AUX input (summed mono) Relay responds to selectable priority level AUX level input control External control of priority muting Gradual fade back from mute N.O. or N.C. relay contacts Connect up to 4 sensor mics (1 included) Input can be muted from higher priority modules. Mutable input (lowest priority only) ANS1R with signal fade back RCA connectors Output can gate with relay priority level Screw terminal strips RJ11 connection with line output and dedicated N.O. relay contact COMPRESSOR LIMITER - CMP1R PARAMETRIC EQUALIZER - PEQ1R Compressor Ratio control 2 full parametric bands Threshold control Frequency control 'Q' bandwidth control Make-up Gain control Gain control Bypass switch Bass and Treble control Unbalanced input Unbalanced input Gradual fade back from mute Mutable input (lowest priority only) Bypass switch Mutable input (lowest priority only) RCA connector · Gradual fade back from mute RCA connector

All Modules Sold Separately 3

# PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

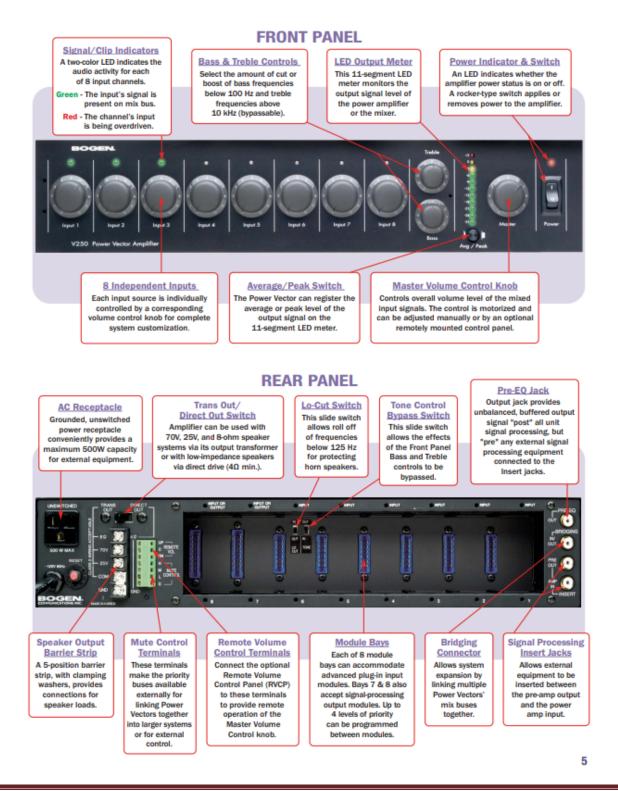
#### h amplifier can accept up to 8 Bogen input modules r-settable priority levels. Plug-in modules support dil it options including the ability to interface to balance alanced high- and low-level inputs, stereo or mon, tele is, and microphones. Each amp can accept up to 2 al processing modules, such as Ambient Noise, Para **Input Modules** LINE/MIC INPUTS - LMM1S, LMR1S REMOTE VOLUME Actively Balanced Emulated Transformer Inputs EO, and Comp/Limite CONTROL Input level controlled by remote panel or direct voltage (LMR1S) STEREO AUX INPUT - SAX1R Wall Plate Control included (with LMR1S only) Unbalanced Stereo Input Limiter with LED activity Gain/Trim control indicator (LMR1S) Bass & Treble controls Line/MIC gain switch Gate feature mutes lower priority modules Gain/Trim control Mutable by higher priority modules Variable ducking level when muted Bass & Treble controls Noise gate w/threshold control Fade back from mute LMR1S Fade back from mute Stereo-to-mono summing option 24V phantom power iume Cor Bus assignable Priority & bus assignments Screw terminal input RCA connectors · Mutes lower priority modules 0 **MONO AUX INPUT - MAX1R** · Mutable by higher priority Unbalanced Mono Input Gain/Trim control Bass & Treble controls **MICROPHONE INPUTS - MIC1S, MIC1X** Gate feature mutes lower priority modules Low-impedance, Transformer-balanced Microphone Inputs Mutable by higher priority modules Variable ducking level when muted Gain/Trim control Fade back from mute Bass & Treble controls Bus assignable · Noise gate w/Threshold RCA connector & Duration control Limiter w/Threshold control 24V Phantom power **BRIDGING INPUT - BRG1R** Priority & Bus assignable Daisy Chain Multiple Amplifier Inputs Balanced, transformer-isolated Screw terminals (MIC1S); Gain/Trim control MIC1S XLR connector (MIC1X) Ground isolated input to eliminate ground loop Input signal available at buffered output **MICROPHONE INPUTS - MIC2S, MIC2X** Priority assignable Low-impedance, Electronic-balanced Microphone Inputs · Variable ducking level when muted · Gain/Trim control Fade back from mute Buffered output not muted High Cut/Low Cut controls Bus assignable Enhance control RCA input and output connector Noise gate w/Threshold control Limiter w/Threshold control 24V Phantom power TRANSFORMER-BALANCED INPUT - TBL1S Priority & Bus assignable Transformer-Balanced AUX Input Screw terminals (MIC2S); · Gain/Trim control XLR connector (MIC2X) Bass & Treble controls Transformer-isolated, dual-impedance, line-level input · Variable ducking level when muted **TELEPHONE INPUT - TEL1S** Mute send & receive Fade back from mute Interfaces to Telephone System's Loop Start/Ground Start Trunks Mute send threshold & duration adjustments or Paging Ports Priority & Bus assignable Pluggable screw terminal connections Loop start or ground start trunk interfacing Dry loop interface to paging ports Audio-activated paging in dry loop Gain/Trim control; Noise gate & Limiter **TONE GENERATOR - TNG1S** Mutes lower priority modules Mutable by higher priority modules Accessories PRS48 Multiple Tone Generator Input Level control Bus assignable & Transformer-isolated Screw terminal connections Select 4 of 8 tones to trigger Burst/steady, slow whoop, siren, mechanical bell, Klaxon, night ringer, double chime, & doorbell tones Momentary & continuous playback modes **BALANCED INPUT - BAL2S** Microprocessor-controlled Stereo, Balanced Input Priority assignable Mute send & receive Stereo, high-impedance, electronically balanced inputs Screw terminal trigger connections Professional-quality, low noise performance Selectable gain of 0 or 18 dB Compatible with telephone system page ports Mutable by higher priority modules

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Variable ducking level when muted Fade back from mute Screw terminal connections

# PURVIS Fire Station Alerting System (FSAS) Device Installation Notes



#### Other Available Power Vector Products...

#### Wall-Mount Power Vector Amplifier

The Wall-Mount Power Vector Series combines up to 8 modular inputs and 2 signal-processing outputs to meet various application requirements. The amplifier's convenient and efficient wall-mount design provides a protected and accessible audio system in a permanent and inconspicuous mounting.

- 100, 150, and 250-watt models; each with large power reserve
- 8 module bays, accepts up to 2 signal-processing output modules and up to a total of 8 input modules
- Wide selection of advanced input and signal-processing output modules (see pages 3 & 4)
- · Four priority levels between modules
- · 4-ohm, 8-ohm, 25V, and 70V outputs
- Secure, permanent wall mounting (in-wall with BBF or surface-mount with BBS)
- 11-segment LED output level meter registers Peak or Average output
- Adjustable output level limiter with active indicator
- Front-mounted Tape Output provides unbalanced line level output signal
- · Independent volume controls for each input

- Motorized master volume control, w/optional accessory RVCP for remote operation
- External mute control
- Bass and treble controls with center detent and bypass switch
- · 125 Hz Low Cut switch
- · Thermal, short-circuit, and overload protection
- Thermally controlled 3-speed fan
- Listed to UL Standard 60065 for U.S. & Canada
- Components required for installation: Door (WMAD) and Back Box (BBF or BBS), both sold separately
- Modules required, but sold separately



WV100, WV150, WV250

66666666

VIMIX







BBF Flush-Mount Back Box



BBS Surface-Mount Back Box



#### Power Vector Modular Mixer

This 8-channel Power Vector mixer/pre-amplifier offers a wide variety of operational features and functions for superior audio performance. Eight module bays accept plug-in modules, allowing up to four levels of priority between modules. Security covers for both the front and rear of the unit prevent tampering with settings. For large applications, several Power Vector Mixers can be bridged together.

- Wide selection of plug-in modules (see pages 3 & 4)
- 8 module bays
- 2 module bays capable of handling signalprocessing plug-in output modules
- 4 levels of priority between modules (see pages 3 & 4)
- 8 inputs, with independent volume controls for each
- · LED signal/clip indicator for each channel
- · Bass and treble controls
- 11-segment LED output level meter monitors the output level of the mixer with Avg/Peak switch

Accessories for Power Vector Mixer (VMIX)

**PVMC** 

Security Cover

- Balanced output signal level switch (-50, -10, and +4 dBµ)
- Balanced transformer-isolated output

V

- Join multiple Power Vector mixers together using bridging jack and mute terminals
- Motorized master volume control that can be remotely operated (with RVCP Remote Volume Control Panel, sold separately)
- Unbalanced signal output jack
- 125 Hz Low Cut feature switch
- Tone control bypass switch
- Module security cover prevents tampering with module controls (8 included)
- · Resettable circuit breaker
- Rack mountable (rack mounting kit RPK87, sold separately)
- Security cover (PVSC) to protect front controls with break-away access to installer selected controls (sold separately)
- Listed to UL Standard 60065 for U.S. & Canada

er Vector Security Cover



RPK87

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RVCP

Remote Volume Control Panel



### **Performance Specifications**

	Power Vector Amplifiers, Rack-Mount (V-Series)	Power Vector Amplifiers, Wall-Mount (WV-Series)	Power Vector Mixer
MODELS: (Model Number: Power Output Rating**)	V250: (250W / 340W*) V150: (150W / 200W*) V100: (100W / 140W*) V60: (60W / 85W*) V35: (35W / 45W*)	WV250: (250W / 340W*) WV150: (150W / 200W*) WV100: (100W / 140W*)	VMIX
Frequency Response Transformer: Direct:	45 Hz to 20 kHz; 0/-2 dB 20 Hz to 20 kHz; 0/-1 dB	45 Hz to 20 kHz; 0/-2 dB 20 Hz to 20 kHz; 0/-1 dB	+/- 1 dB (20 Hz to 20 kHz)
Distortion Transformer: Direct:	0.5%** 0.1%** (.05% typical @ 1 kHz)	0.5%** 0.1%**	0.01%†
Signal-to-Noise† Fundamental: With AUX Module: With MIC Module: With TEL Module:	-94 dB -70 dB -60 dB -70 dB	-94 dB -70 dB -60 dB -70 dB	-99 dB -94 dB -64 dB -92 dB
Tone Controls Bass Frequency: Treble Frequency: Low Cut Frequency:	100 Hz (+/- 10 dB minimum) 10 kHz (+/- 10 dB minimum) 125 Hz (@-6 dB/octave)	100 Hz (+/- 10 dB minimum) 10 kHz (+/- 10 dB minimum) 125 Hz (@-8 dB/octave)	100 Hz (+/- 10 dB minimum) 10 kHz (+/- 10 dB minimum) 125 Hz (@ -6 dB/octave)
Sensitivity Output Regulation	0.4V (at backplane connector)  2 dB or better, no load to full load	0.4V (at backplane connector)  2 dB or better, no load to full load	0.4V (at backplane connector)
Output Impedance Transformer-Coupled: Direct Coupled: Balanced:	70V, 25V, 8 ohms (bal or unbal) 4 ohms	70V, 25V, 8 ohms (bal or unbal) 4 ohms	50 ohms © +4 dBu, 600 ohms © -10 dBu, 5 ohms © -50 dBu
Unbalanced:		_	100 ohms
Output Level Balanced: Unbalanced:	_		Selectable +4, -10, -50 dBu (typical when meter reads "0"); +18 dBu max. 0 dBu (typical when meter
			reads "0"); + 20 dBu max.
Inserts Insert "OUT" Level: Insert "OUT" Impedance: Insert "IN" Sensitivity: Insert "IN" Impedance:	1 VRMS (© FRP) 50 ohms maximum 1 VRMS 10k ohms minimum		
Pre-EQ Output (on V Series); Tape Out (on WV Series) Output Level: Output Impedance:	4 VRMS (@ FRP) 50 ohms maximum	4 VRMS (@ FRP) 50 ohms maximum	=
Signal/Clip Indicator Signal Detect Threshold: Signal Indicator Hold Time: Clip Detect Threshold: Clip Detect Hold Time:	10 mV @ output of module 50 mS green indicator 6V @ output of module 50 mS red indicator	10 mV © output of module 50 mS green indicator 6V © output of module 50 mS red indicator	10 mV @ output of module 50 mS green indicator 6V @ output of module 50 mS red indicator
AC Power Receptacle	500W max. power, unswitched		500W max. power, unswitched
AC Voltage	120V AC, 60 Hz	120V AC, 60 Hz	120V AC, 60 Hz
AC Current	V250: 5.5A; V150: 3.5A; V100: 2.0A; V60: 1.3A; V35: 0.6A	WV250: 5.5A; WV150: 3.5A; WV100: 2.0A	0.2A
Product Weight	V250: 32 lb.; V150: 31 lb.; V100: 28 lb.; V60: 26 lb.; V35: 22 lb.	WV250: 28 lb.; WV150: 29 lb.; WV100: 27 lb.	18 lb.
Dimensions	17-1/4" W x 3-7/8" H x 14-3/4" D (all models)	WV100/150/250: 14-1/8" W x 21" H BBF: 14-1/2" W x 24- 3/4" H x 3-7/8" D BBS: 16-1/4" W x 26- 3/4" H x 3-7/8" D WMAD: 16-1/4" W x 26- 3/4" H x 1" D	17-1/4" W x 3-7/8" H x 14-3/4" D

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# Fire Station Alerting System (FSAS)



**Prepared By:** 

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Dorm Remote Gateway (DRG)
Installation Cutsheet (CS 009)

Revision 2

February 13, 2020

# PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

#### **Dorm Remote Gateway (DRG)**

Dorm Remote Gateway (DRG) (Fig 1, Fig 2, and Fig 3) provides the ability to control individual dorm remotes using serial data over Ethernet (10/100/1000) and connects directly to the FSAS LAN. The 8, 16 and 32 port Serial Device Servers come in a 1U form factor for standard rack mount installation while the 2 and 4 port can be mounted anywhere.

PURVIS P/N: 315-400001-131-2 (2 Port) PURVIS P/N: 315-400001-131-4 (4 Port) PURVIS P/N: 315-400001-131-8 (8 Port) PURVIS P/N: 315-400001-131-16 (16 Port) PURVIS P/N: 315-400001-131-32 (32 Port)



Fig 1 – 2-Port Dorm Remote Gateway

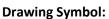


Fig 2 – 4-Port Dorm Remote Gateway





Fig 3 – 32-Port Dorm Remote Gateway





Technical Specifications								
(Model Pearle IOLAN SDS)								
	2-Port 4-Port 8-Port 16-Port 32-Port							
Dimensions	3.6" L x 3.5" \	10.38"	L x 17.1" W x	1.75" H				
	(Includes Mou	unting Tabs)						
Weight	0.5 lbs.	0.5 lbs.	6.6 lbs.	6.8 lbs.	7.0 lbs.			
Voltage	12VDC at 2.1 & 2.4 Watts				L6 Watts			
	(Supplied by 120VAC							
	Pac	k)						

#### **Device Wiring (Ethernet):**

RJ45 Pin #	CAT5 Color Code
1	White/Orange
2	Orange
3	White/Green
4	Blue
5	White/Blue
6	Green
7	White/Brown
8	Brown

Wiring Notes: Requires CAT5 Network connection from Ethernet port to FSAS LAN. Dorm remote requires a 18/4 Twisted Pair, shielded (Plenum) cable which terminates with an RJ45 at the FSAS Dorm Remote Gateway. 5VDC power required by the dorm remote is supplied by the SCU.



Serial Ports								
Device Wiring					Terminating Device			
	Connector (Dorm Remote Gateway			Connector (Dorm Remote				
Device	Side)	Description	to	Device	Side)	Description		
DR GW	PORT 1-1	DR Remote Switch	<->	NA				
DR GW	PORT 1-2	DR Remote Switch	<->	DR #1	PIN 2 (WHT)	DR D+ (TX)		
DR GW	PORT 1-3	DR Remote Switch	<->	NA				
DR GW	PORT 1-4	DR Remote Switch	<->	DR #1	PIN 1 (GRN)	DR D- (RX)		
DR GW	PORT 1-5	DR Remote Switch	<->	NA				
DR GW	PORT 1-6	DR Remote Switch	<->	DR #1	PIN 3 (BLK)	DR GND		
DR GW	PORT 1-7	DR Remote Switch	<->	NA				
DR GW	PORT 1-8	DR Remote Switch	<->	NA				

#### Mounting:

- The 8, 16, and 32 port DRG is typically mounted in the same FSAS rack as the SCU controller & LAN switch and requires only 1U of space.
- The 2 and 4 port are usually mounted near the FSAS rack as well.

# Fire Station Alerting System (FSAS)



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Elo Remote Touch Screen (RTS)

Monitor

Installation Cutsheet (CS 015)

**Revision 3** 

December 20, 2020



## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

### **Elo Remote Touch Screen (RTS) Monitor**

The Elo Remote Touch Screen (RTS) Monitor (Fig 1 and Fig 2) is a 22-inch, open-frame, wall mounted touch monitor that displays the Station Control Unit (SCU) application and allows worksite personnel to interact with the system. The touch screen is a ruggedized device designed for commercial applications, such as photo kiosks, gaming, and guest/hospitality environments.

**PURVIS P/N:** 315-250005-131 (RTS)

PURVIS P/N: 315-190302-131 (RTS Mounting Bracket) PURVIS P/N: 315-250300-131 (VGA Video Extender) PURVIS P/N: 315-250101-131 (VGA VESA Bracket) PURVIS P/N: 315-250200-131 (USB 150' Extender) PURVIS P/N: 315-250201-131 (USB 300' Extender)



Fig 1 – Elo RTS Monitor







Fig 2 – Elo RTS Monitor Hardware



## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

## **Drawing Symbol:**



Technical Specifications (Model 2202L)			
<b>Dimensions</b> 20.74" W x 7.61" D x 15.11" H			
Weight	14.88 lbs. (no Video Hub mounted)		
Voltage	120VAC at 22W		

### **Device Wiring:**

#### **110 VAC**

## Standard 110VAC CAT5/6- RJ45 Terminated (568B)

5 10 10 mm atou (5002)				
RJ45 Pin #	CAT5/6 Color Code			
1	White/Orange			
2	Orange			
3	White/Green			
4	Blue			
5	White/Blue			
6	Green			
7	White/Brown			
8	Brown			

Wiring Notes: Requires AC power source for both the RTS and VGA receiver module, while the 150' USB extender (Note: 300' extender requires AC power source) is powered by the USB bus. Requires a CAT5e Network connection (300' max length) between the VGA extender (local unit) located on the SCU and the remote unit which is mounted to the RTS.

#### Mounting:

- Desktop (Fig 3) or 54" AFF (Fig 4).
- Requires that a 120VAC receptacle box be mounted near the RTS (preferably behind it) to provide power to both the monitor and VGA receiver, as well as a Network box for the video extension.
- VGA receiver module can be mounted to the back of the monitor using the VESA bracket listed above.
- Can be mounted using the RTS Mounting Bracket listed above (see mounting bracket installation instructions starting on page 6).

## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

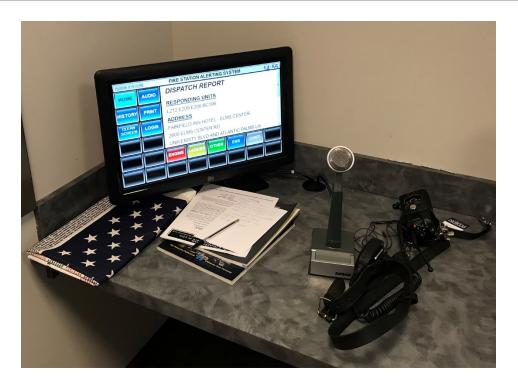


Fig 3 – Elo RTS Desk Placement



Fig 4 – Elo RTS Wall Mounted

## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

### RTS Monitor Manufacturer's Specs Sheet:









## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

#### 2202L 22-inch LCD Touchscreen Monitor

Specifications	and the second s
Color	Black
Diagonal Size	21.5" / 546.1 mm
Active Touch Area	18.74" x 10.54" / 476.06 mm x 267.79 mm
CD Technology	Active matrix TFT LCD
Touch Technology	TouchPro PCAP
Number of Touches	10 Touches
Aspect Ratio	16:9
Native Resolution	1920×1080
Preset Video Timings	640 x 400 70Hz, 640 x 480 60Hz, 720 x 400 70Hz, 800 x 500 60Hz, 800 x 600 56Hz, 60Hz, 1024 x 768 60Hz, 1280 x 720 @ 58Hz, 60Hz, 1280 x 800 60H 1280 x 1024 60Hz, 1366 x 768 60Hz, 60Hz RB, 1440 x 900 60Hz, 60Hz RB, 1680 x 1050 60Hz, 60Hz RB, 1920 x 1080 50Hz, 60Hz
Number of Colors	16.7M
Brightness (typical)	Panel: 250 nits; with TouchPro PCAP: 225 nits
Response Time (Tr + Tf) (typical)	14 msec
riewing Angle (typical)	Horizontal: 89"/89" or 178" total; Vertical: 89"/89" or 178" total
Contrast Ratio (typical)	1000:1
	Accessible through switches along the bottom.
	Controls: Menu, Power, Up, Down, Select
On-Screen Display (OSD)	Settings: Brightness, Contrast, Clock, Phase, H-position, V-position, Auto-Adjust, Aspect Ratio, Sharpness, Color Temperature, OSD Timeout, OSD Language, Volume, Mute, Recall Defaults, Audio Select, Power LED ON/OFF, Touch Thru
	Languages: English, French, Italian, German, Spanish, Simplified Chinese, Traditional Chinese, Japanese, Russian, Korean
	Lockouts: OSD, Power
/O Ports	VGA, HDMI, Combo Jack, DC Jack, USB Type B, USB 2.0 Type A, 4 x Micro USB
Peripheral Ports	4 x Micro USB side ports (Top, Bottom, Left, Right)
Adeo	VGA (VGA DE-15 (DB-15) Male connector cable included); HDMI (HDMI cable included); Input Video Horizontal Sync frequency range: 30 - 82KHz Input Video Vertical Sync (frame rate) frequency range: 50 - 75Hz
Speakers	2 x 2Winternal speakers
Power	Monitor input power connector: Coasial power jack (Z.1 mm pin outer diameter, 6.4mm barrel inner diameter); Monitor input power signal specifications: 12VDC +/-5%; Adapter input voltage range: 100-240VAC, 50/60Hz; Power Consumption (Typical with monitor + AC/DC adapter): ON (Default - 80% Brightness): 14.38 W; ON (Typical - 100% Brightness): 16.26 W SLEEP 0.69 W; OFF: 0.32 W
Dimensions (H x W x D)	With Stand: 15.11" x 20.74" x 7.61" / 383.8 mm x 526.9 mm x 193.4 mm; Without Stand: 12.87" x 20.74" x 1.68" / 326.9 mm x 526.9 mm x 42.7 mm
Shipping Dimensions (H x W x D)	With Stand: 18.78" x 24.29" x 10.24" / 477 mm x 617 mm x 260 mm; Without Stand: 17.72" x 24.92" x 7.72" / 450 mm x 633 mm x 196 mm
Weight	With Stand: 14.88 lbs / 6.75 kg; Without Stand: 10.47 lbs / 4.75 kg
Shipping Weight	With Stand: 23.81 lbs / 10.8 kg; Without Stand: 15.87 lbs / 7.2 kg
Mounting Options	VESA 4-hola 100mm mounting interface on rear of unit
Temperature	Operating: 0°C to 40°C/Storage: -20°C to 60°C
Humidity (non-condensing)	Operating: 20% - 80% / Storage: 10% - 95%; 38.7° max wet bulb temperature
Regulatory approvals and declarations	Canada CUL, IC, China CCC, Europe CE, United Kingdom UKCA; Korea KCC; Taiwan BSMI; United States FCC, UL, Japan VCCI; International CB; Australia RCM; Russia EAC; Maxico CoC; India BIS; RoHS, China RoHS; WEEE REACH
ngress Protection	IPX 1 - Front only
mpact Protection	IKD6
Warranty	3 years
A CONTRACTOR OF THE CONTRACTOR	4 year warranty coverage - Elo P/N: E898247
	5 year warranty coverage - Elo P/N: E898449
Extended Warranty Option	3 year warranty coverage + AUR - Elo P/N: E898648
,	4 year warranty coverage + AUR - Elo P/N: E894921
	5 year warranty coverage + AUR - Elo P/N: E895125
MTBF	50,000 hours demonstrated
	Touchmonitor, Quick Install Guide, 3 x Tie wraps, VGA cable, HDMI cable, Touch USB cable, Audio cable, Power brick, NA Power cable, EU Power cab
What's in the Box	EEI Label, 4 x Screws (Only for E126096)

#### **Ordering Information**

Part Number	Part Description	Mount	Technology	Surface Treatment	Touch Interface	Color
E351600	ET2202L-2UWA-0-BL-G	With Stand	TouchPro PCAP	Clear	USB	Black
E126096	ET2202L-2UWA-0-BL-NS-G	Without Stand	TouchPro PCAP	Clear	USB	Black

Learn more about Elo at **EloTouch.com**.

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## **PURVIS Fire Station Alerting System** (FSAS) Device Installation Notes

### VGA Video/Audio Extender Manufacturer's Specs Sheet:

## VGA Video/Audio Extender via CAT5

### Extend a VGA monitor up to 600 feet away from a computer

- Ideal solution for digital signage applications.
- Supports local and remote VGA monitors.
- Supports resolutions to 1920x1440.
- Available with optional stereo audio or RS232 control.
- Built-in surge protection.
- Sharpest and clearest VGA quality over CAT5 of any manufacturer.
- Optional 2-port local unit available extend two remote units up to 600 feet. (183 meters)
  - Local VGA monitor not available on 2-port local units.
- Use in-house CAT5/5e/6/6a phone wiring to locate a monitor remotely.
- Optional VESA mounting bracket is available for mounting the remote unit to the back of a flat panel monitor.





#### XTENDEX® ST-C5V-600 (Remote & Local Unit)

- Audio
- RS232
- Local Unit Supporting Two Remote Monitors

The XTENDEX® VGA Extender transmits VGA video up to 600 feet away from a computer using CAT5/5e/6/6a cable. Each video extender consists of a local unit that connects to a computer and also supplies video to a local monitor, and a remote unit that connects to a monitor.

#### **Specifications**

#### **Local Unit**

#### **Host Connection**

- Supports a PC, SUN, MAC or NTI switch with VGA video. Multiplatform support: Windows 2000/XP/Vista/7/8/10, Windows Server 2000/2003/2008/2012, Solaris, Linux, FreeBSD, and MAC OS 9/10.
- Male 15-pin HD connector for computer connection.
- Optional RS232 support female 9-pin D connector.
- Optional stereo audio support 3.5 mm stereo plug.
- ST-2C5V-L-600: female 15-pin HD connector for downloading DDC table for remote monitor.

- Crisp and clear 1920x1440 video resolution.
- Female 15-pin HD connector for local VGA monitor.
- Video signal to noise ratio: >55dB
- Distortion: 65dB at 5MHz
- Optional RS232 support male 9-pin D connector.
- Optional stereo audio support 3.5 mm stereo jack.
- Local VGA monitor not available on 2-port local units, ST-2C5V-L-600.

#### Environment

- Operating temperature: 32 to 100°F (0 to 38°C).
- Storage temperature: -20 to 140°F (-30 to 60°C)
- Operating and Storage Relative Humidity: 17 90% non-condensing RH.

### Cables

Use CAT5, CAT5e or CAT6 solid straight through cable for TIA/EIA-568B wiring terminated with standard RJ45 connectors (not included).

#### **Regulatory Approvals**

- CE, RoHS
- TAA compliant



1.800.RGB.TECH (800.742.8324) Toll Free: US & Canada

330.562.7070

330,562,1999

sales@ntigo.com

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## Remote Unit

- Supports resolutions up to 1920x1440; refer to the resolution chart below for resolutions at different lengths.
- Video signal to noise ratio: >55dB
- Distortion: 65dB at 5MHz
- Female 15-pin HD connector.
- Optional 3.5 mm stereo audio connection.
- Optional male 9-pin D connector for RS232

## Video Quality Adjustment

Video quality adjustment for different lengths of CAT5/5e/6/6a cable is done manually for the video-only extender, and automatically for audio/ video or video/RS232 extender.

#### Power

- Local and remote unit: 110 to 220 VAC at 50 or 60 Hz via AC adapter. (Country-specific AC adapters included.)
- Power Consumption: 10 W (each local and remote unit).
- Use the PWR-48V-9V0-6A or PWR-12V-9V0-6A DC-DC power converter to install the local unit in a Telecom environment.

MTBF					
NTI Part #	MTBF (hrs)	NTI Part #	MTBF (hrs)		
ST-C5V-600 (local)	88,708	ST-C5V-600 (remote)	80,625		
ST-C5VA-600 (local)	84,744	ST-C5VA-600 (remote)	82,214		
ST-C5VRS-600 (local)	82,338	ST-C5VRS-600 (remote)	79,714		

#### Dimensions:

- WxDxH: 3.5x3.1x1.2 in (89x79x30 mm)
- Weight: 1.2 lbs (0.54 kg)

#### Warranty

Two Years



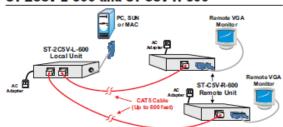
## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

## VGA Video/Audio Extender via CAT5 XTENDEX\*

### Extend a VGA monitor up to 600 feet away from a computer

# Configuration and Cable Illustration Connects to a PC, SUN, MAC or KVM Switch XTENDEX Local Unit SW tich OR XTENDEX AC Adapter AC Adapter Remote VGA Monitor

## Configuration and Cable Illustration of ST-2C5V-L-600 and ST-C5V-R-600



### Stereo Audio

- Stereo audio can be heard both locally and remotely.
- Frequency response: 20 Hz to 20 kHz, +/-1 dB.
- Signal-to-Noise Ratio (SNR): 76 dBA.
- Total Harmonic Distortion and Noise (THD+N): 0.017%.
- Stereo crosstalk: -70 dB.
- Input impedance: 10k Ohms.
- Line level output; supports multimedia speakers.
- Maximum I/O levels: 3.1Vp-p (line level).
- CD quality audio output.

#### RS232 Control

- Supports TXD, RXD, DTR, DSR, CTS and RTS.
- Baud rate up to 56000.
- Support for a touch screen monitor.

#### **Local Unit Supporting Two Remote Monitors**

- Two RJ45 connectors for connecting two remote units.
  - The monitors connected to each remote unit simultaneously display the same image.
- Features push button for downloading DDC data from monitor connected to VGA connector.

### **VESA Mounting Bracket**

Options

- Use to mount the remote unit to the back of a flat panel monitor.
- Compliant to VESA 75 and 100 mm (3 and 3.9 in) mounting hole patterns.
- Dimensions WxH (in): 9.7x4.8
- Compatible with the remote unit only.



Remote unit mounted to the back of a flat panel monitor using ST-C5MK-VESA mounting kit

Distances and Resolutions for						
CAT5/Cat5e	CAT5/Cat5e and CAT6 Cables					
Cable	Distance (feet)	Maximum Resolution				
CAT5/CAT5e (UTP)	600	1024x768 at 60Hz				
CAT5/CAT5e (UTP)	400	1280x1024 at 60Hz				
CAT5/CAT5e (UTP)	300	1600x1200 at 60Hz				
CAT5/CAT5e (UTP)	100	1920x1440 at 60Hz				
CAT5/5e (STP), CAT6 (UTP)	300	1024x768 at 60Hz				
CAT5/5e (STP), CAT6 (UTP)	200	1280x1024 at 60Hz				
CAT5/5e (STP), CAT6 (UTP)	100	1920x1440 at 60Hz				

VGA Extender Models					
Supported Features	Local or Remote	# of Ports	NTI Part #		
VGA	Both	1	ST-C5V-600		
VGA + Audio	Both	1	ST-C5VA-600		
VGA + RS232	Both	1	ST-C5VRS-600		
VGA	Local	2	ST-2C5V-L-600		
VGA	Remote	1	ST-C5V-R-600		
VGA + Audio	Remote	1	ST-C5VA-R-600		



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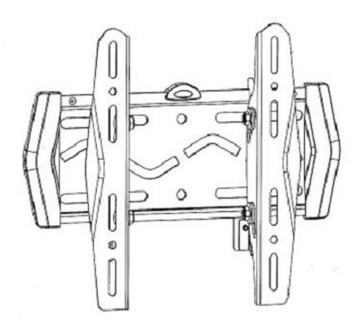
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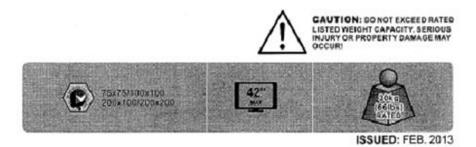
## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

### **Mounting Bracket Installation Instructions:**

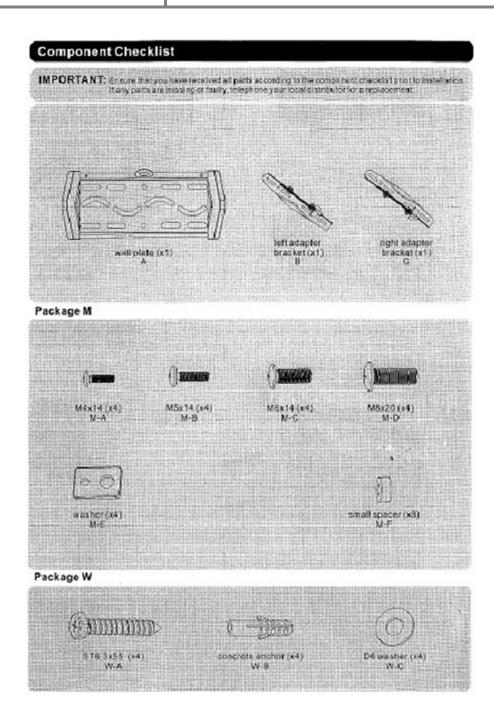
### INSTALLATION MANUAL

## **Tilting Wall Mount**

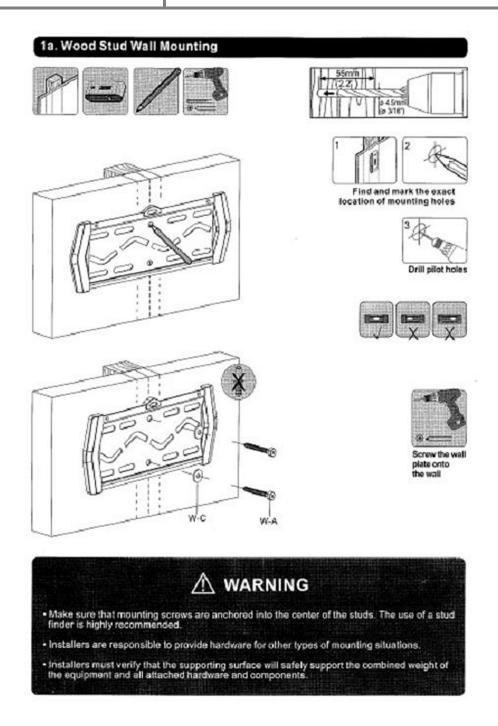




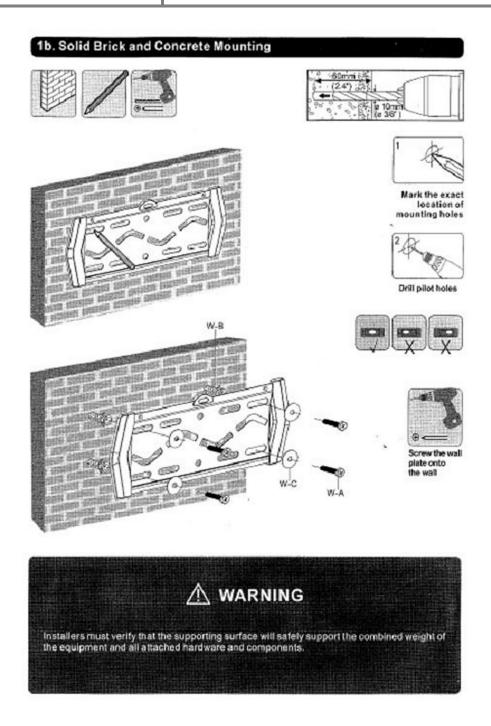
## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes



## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

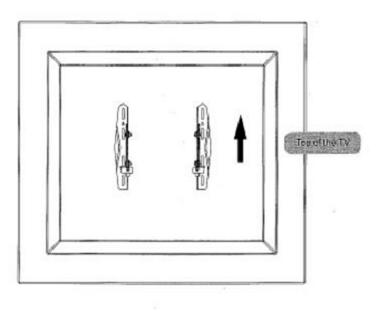


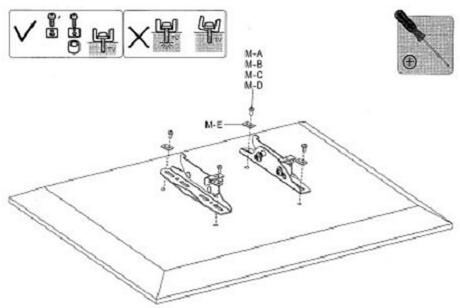
## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes



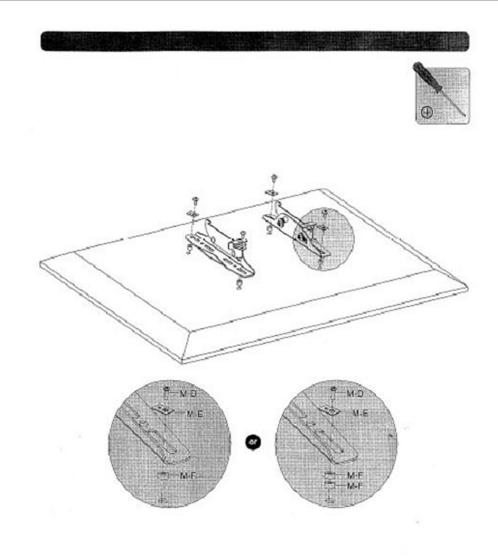
## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes

## 2. Installing the Adapter Brackets





## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes



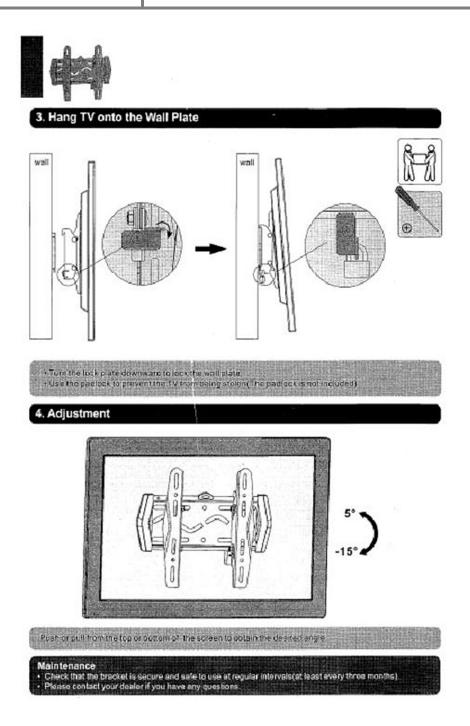
Note: Choose appropriate screws, washers and spacers (if necessary) according to the type of screen.

Position the acapter brackets as close as possible to the content of the TV.

Screw the adapter brackets onto the TV.

Tighten all screws but do not overtighten.

## PURVIS Fire Station Alerting System (FSAS) Device Installation Notes



## Fire Station Alerting System (FSAS)



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FSAS Central Server Installation Document (ID 001)

Revision 1.02

June 14, 2022

## **CHANGE PAGES**

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	10/22/2017	All			Initial Release
1.01	4/12/2022	All			Removed all references to RIU installation
1.02	6/14/2022	3			Edited back of server image and wordage for WAN



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Figu	re 2 - FSAS Central Server with 3U 6 Channel RIU	2
	re 3 - FSAS Central Server with Motorola MCC7500 Network	
	re 4 - Colored Coded Central Server Connection Guide	



## 1 PREREQUISITES

Supplied by PURVIS Systems (Note: Varies dependent upon devices purchased by Customer):

- Qty. 1 Central Server, 1U/2U (Dell)
- Qty. 1 Static Rail Kit for Central Server.

### Supplied by Customer:

- Qty. 1 2 or 4 Post Rack w/minimum 2U of space available and sufficient mounting screws for all devices. Rack type required prior to ordering server.
- Battery backup 120VAC power source (UPS) with minimum space for two (2) AC outlets required (Central Server requires gty. 2).

## 2 INSTALLATION

### 2 or 4 Post Rack Mounting

- Install static rail kit onto server before mounting in rack per "Server rack\_install\_guide\_static\_rails\_1 u.pdf" doc.
- Install PURVIS supplied devices onto the 2-Post rack. The following order is recommended:
  - 1. Dell 1U or 2U Server (provided by Purvis or Customer based on options purchased).
- Using the two (2) supplied AC power cords connect the Server to a dedicated 120VAC source. We recommend this source be on an Uninterrupted Power Supply (UPS) backup.

#### **Network Cabling**

Provide below are several diagrams that provide a visual representation of a standard Central Server installation showing the Radio Interface Unit (RIU) or Motorola MCC7500 Network. The Central Server diagrams include the following (examples of installations and the actual install will vary):

- Figure 1: FSAS Central Server with 1U 2 Channel RIU
- Figure 2: FSAS Central Server with 3U 6 Channel RIU
- Figure 3: FSAS Central Server with Motorola MCC7500 Network



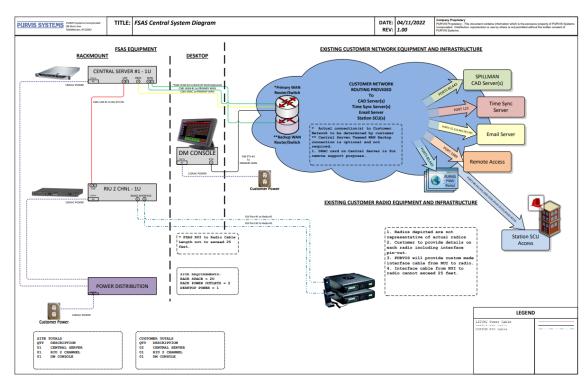


Figure 1 - FSAS Central Server with 1U 2 Channel RIU

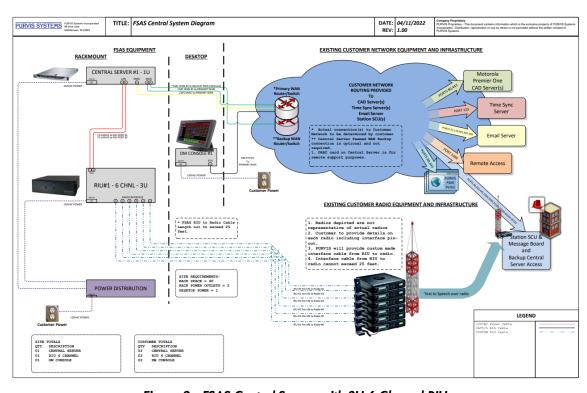


Figure 2 - FSAS Central Server with 3U 6 Channel RIU



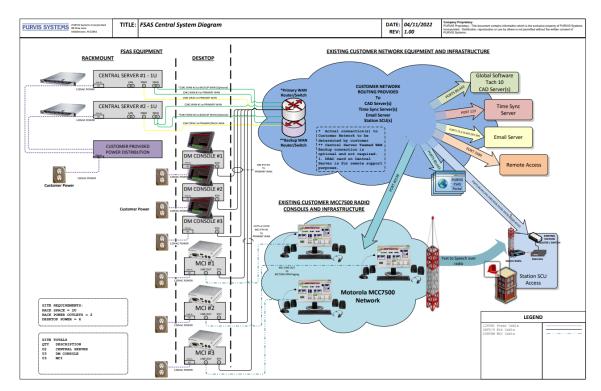


Figure 3 - FSAS Central Server with Motorola MCC7500 Network

Figure 4 provides Central Server color-coded connection guidance.

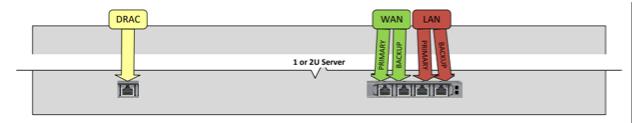


Figure 4 - Colored Coded Central Server Connection Guide

- The WAN connection to the FSAS Server will be plugging into the Ethernet connector ports labeled WAN Primary (Green Tag on Server cover) (**Figure 4**) using customer supplied Network Cables.
- The Drac cable will be connected to the yellow port labeled DRAC using a customer provided cable.
- If a 1U or 3U RIU is installed, cables from the RIU to the server will be plugged into server ports with red tags labeled LAN. See RIU document for any additional requirements.



## Fire Station Alerting System (FSAS)



**Prepared By:** 

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Rack Mount Audio (Self-Amp) and Relay Expansion Module Rev C Installation Document (ID 005)

315-443000-133

Revision 1.01

March 20, 2020

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## **CHANGE PAGES**

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	07/20/2018	All			Initial release
1.01	03/20/2020	All			Document refresh



## **TABLE OF CONTENTS**

1	INTRODUCTION	1
2	DESCRIPTION	1
3	FRONT PANEL CONNECTORS AND CONTROLS	2
4	REAR PANEL CONNECTORS AND CONTROLS	2
5	CONNECTOR PINOUTS	3
Figu	T OF FIGURES  are 1 - ARXM Front Panel	2
Tabl	T OF TABLES  le 1 - Technical Specifications	



## 1 Introduction

The 2U 19" rack mounted Audio (Self-Amp) and Relay Expansion Module (ARXM) enclosure is optionally installed in each fire station to expand both audio zones and relay outputs based on customer requirements.

Eight (8) models are available for the rack mount ARXM providing different combinations of audio zones and relay outputs. ARXM part numbers include the following:

```
PURVIS P/N: 315-443000-131-0/8 (Self-Amp, 00 Zone/08 Relay)
PURVIS P/N: 315-443000-131-0/16 (Self-Amp, 00 Zone/16 Relay)
PURVIS P/N: 315-443000-131-0/24 (Self-Amp, 00 Zone/24 Relay)
PURVIS P/N: 315-443000-131-0/32 (Self-Amp, 00 Zone/32 Relay)
PURVIS P/N: 315-443000-131-4/0 (Self-Amp, 04 Zone/00 Relay)
PURVIS P/N: 315-443000-131-4/8 (Self-Amp, 04 Zone/08 Relay)
PURVIS P/N: 315-443000-131-4/16 (Self-Amp, 04 Zone/16 Relay)
PURVIS P/N: 315-443000-131-4/24 (Self-Amp, 04 Zone/24 Relay)
PURVIS P/N: 315-443000-131-8/0 (Self-Amp, 08 Zone/00 Relay)
PURVIS P/N: 315-443000-131-8/8 (Self-Amp, 08 Zone/08 Relay)
PURVIS P/N: 315-443000-131-8/16 (Self-Amp, 08 Zone/16 Relay)
PURVIS P/N: 315-443000-131-12/0 (Self-Amp, 12 Zone/00 Relay)
PURVIS P/N: 315-443000-131-12/4 (Self-Amp, 12 Zone/04 Relay)
PURVIS P/N: 315-443000-131-16/0 (Self-Amp, 16 Zone/00 Relay)
```

## 2 DESCRIPTION

The ARXM communicates via Ethernet to the Station Control Unit (SCU) and under software control from the SCU, activates and deactivates audio zones and relays. It only accepts unbalanced line level audio from the SCU. Each audio zone is provided with a day/night volume control. Technical specifications are provided in **Table 1**.

Table 1 - Technical Specifications

	Technical Specifications					
Dimensions	<b>Dimensions</b> 3.5" x 18.0" x 17.3" (89 x 458 x 440 mm)					
Weight	14.00 lbs (6.35 kg)					
Power Requirements	120 VAC @ 480 Watts					
Operating Temperature	0 to +50°C / 32 to 122°F					
Maximum Temperature	-20 to +60°C / -4 to 140°F					
Audio Inputs	Two (2) unbalanced line level inputs for each set of four (4) audio					
	zones.					
Audio Outputs	Up to 16 unbalanced line level audio zone outputs available,					
	depending on model purchased.					
Zone Power	One (1) connector provided to power zone speakers per set of four (4)					
	audio zones.					



Relay Outputs	Up to 32 relays are available. Each relay provides both Normally Open and Normally Closed contacts.	
Analog Inputs	Up to 24 Analog Value Inputs. Currently only used for manual	
	activation operations.	
DC Voltage Outputs	Three (3) connectors are available to provide 5VDC, 12VDC, and 24VDC for external devices that require DC voltage.	
Ethernet	Four (4) Ethernet connectors are provided on the rear panel for connection to a local-area network (LAN) switch. These are required for proper operation of the ARXM.	

## 3 FRONT PANEL CONNECTORS AND CONTROLS

ARXM front panel connectors and controls are displayed in Figure 1.

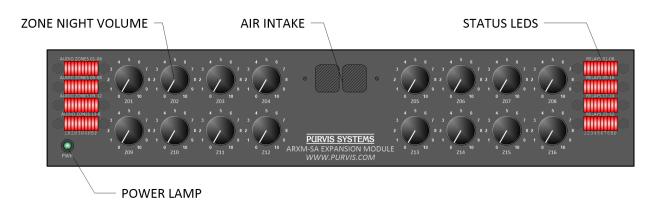


Figure 1 - ARXM Front Panel

## 4 REAR PANEL CONNECTORS AND CONTROLS

ARXM rear panel connectors and controls are displayed in Figure 2.

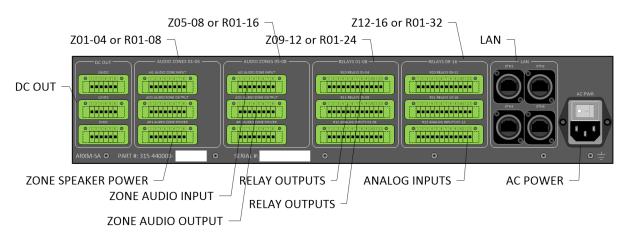


Figure 2 - ARXM Rear Panel



## **5 CONNECTOR PINOUTS**

ARXM connector pinouts are provided in Table 2.

Table 2 - ARXM Connector Pinouts

#### All Audio Input (4 thru 16 audio zone models) Unbalanced line level audio input. Pins Description 1 Z01-Z02 Input Unbalanced Audio Input + "Tip" 2 Z01-Z02 Input Unbalanced Audio Input - "Ring" 3 Z03-Z04 Input Unbalanced Audio Input + "Tip" Z03-Z04 Input Unbalanced Audio Input - "Ring" 4 5 Z01-Z02 Output Unbalanced Audio Input + "Tip" Z01-Z02 Output Unbalanced Audio Input - "Ring" 6 Z03-Z04 Output Unbalanced Audio Input + "Tip" Z03-Z04 Output Unbalanced Audio Input - "Ring"



## AO1 Audio Output (4 thru 16 audio zone models) Unbalanced line level audio output for audio expansion zones 1-4, tip/ring pairs. Pins Description

expansion zones 1-4, hp/ing pans.		
Pins	Description	
1	Output Zone 1 Audio Output + "Tip"	
2	Output Zone 1 Audio Output - "Ring"	
3	Output Zone 2 Audio Output + "Tip"	
4	Output Zone 2 Audio Output - "Ring"	
5	Output Zone 3 Audio Output + "Tip"	
6	Output Zone 3 Audio Output - "Ring"	
7	Output Zone 4 Audio Output + "Tip"	
8	Output Zone 4 Audio Output - "Ring"	



## AP1 Zone Power (4 thru 16 audio zone models)

24VDC output for zone devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.

ро	power available 7.5 Amps @ 24VDC, 150 wans.		
Pins Description			
1	+24VDC		
2	+24VDC		
3	+24VDC		
4	+24VDC		
5	GND		
6	GND		
7	GND		
8	GND		





Al2 Audio Input (8 thru 16 audio zone models)		
Unbalanced line level audio input.		
Pins	Description	
1	Z05-Z06 Input Unbalanced Audio Input + "Tip"	
2	Z05-Z06 Input Unbalanced Audio Input - "Ring"	
3	Z07-Z08 Input Unbalanced Audio Input + "Tip"	
4	Z07-Z08 Input Unbalanced Audio Input - "Ring"	
5	Z05-Z06 Output Unbalanced Audio Input + "Tip"	
6	Z05-Z06 Output Unbalanced Audio Input - "Ring"	
7	Z07-Z08 Output Unbalanced Audio Input + "Tip"	
8	Z07-Z08 Output Unbalanced Audio Input - "Rina"	



AO2 Audio Output (8 thru 16 audio zone model only)			
ı	Unbalanced line level audio output for audio		
	expansion zones 5-8, tip/ring pairs.		
Pins	Description		
1	Output Zone 5 Audio Output + "Tip"		
2	Output Zone 5 Audio Output - "Ring"		
3	Output Zone 6 Audio Output + "Tip"		
4	Output Zone 6 Audio Output - "Ring"		
5	Output Zone 7 Audio Output + "Tip"		
6	Output Zone 7 Audio Output - "Ring"		
7	Output Zone 8 Audio Output + "Tip"		



## AP2 Zone Power (8 thru 16 audio zone model only) 24VDC output for zone devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.

Output Zone 8 Audio Output - "Ring"

Pins	Description
1	+24VDC
2	+24VDC
3	+24VDC
4	+24VDC
5	GND
6	GND
7	GND
8	GND



## Al3 Audio Input (12 thru 16 audio zone models)

Unbalanced line level audio input.	
Pins	Description
1	Z09-Z10 Input Unbalanced Audio Input + "Tip"
2	Z09-Z10 Input Unbalanced Audio Input - "Ring"





3	Z11-Z12 Input Unbalanced Audio Input + "Tip"
4	Z11-Z12 Input Unbalanced Audio Input - "Ring"
5	Z09-Z10 Output Unbalanced Audio Input + "Tip"
6	Z09-Z10 Output Unbalanced Audio Input - "Ring"
7	Z11-Z12 Output Unbalanced Audio Input + "Tip"
8	Z11-Z12 Output Unbalanced Audio Input - "Ring"

## AO3 Audio Output (12 thru 16 audio zone model only)

## Unbalanced line level audio output for audio expansion zones 9-12, tip/ring pairs.

Pins	Description	
1	Output Zone 9 Audio Output + "Tip"	
2	Output Zone 9 Audio Output - "Ring"	
3	Output Zone 10 Audio Output + "Tip"	
4	Output Zone 10 Audio Output - "Ring"	
5	Output Zone 11 Audio Output + "Tip"	
6	Output Zone 11 Audio Output - "Ring"	
7	Output Zone 12 Audio Output + "Tip"	
8	Output Zone 12 Audio Output - "Ring"	



## AP3 Zone Power (12 thru 16 audio zone model only)

## 24VDC output for zone devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.

Pins	Description
1	+24VDC
2	+24VDC
3	+24VDC
4	+24VDC
5	GND
6	GND
7	GND
8	GND



## Al4 Audio Input (16 audio zone models)

### Unbalanced line level audio input.

	·	
Pins	Description	
1	Z13-Z14 Input Unbalanced Audio Input + "Tip"	
2	Z13-Z14 Input Unbalanced Audio Input - "Ring"	
3	Z15-Z16 Input Unbalanced Audio Input + "Tip"	
4	Z15-Z16 Input Unbalanced Audio Input - "Ring"	
5	Z13-Z14 Output Unbalanced Audio Input + "Tip"	
6	Z13-Z14 Output Unbalanced Audio Input - "Ring"	
7	Z15-Z16 Output Unbalanced Audio Input + "Tip"	
8	Z15-Z16 Output Unbalanced Audio Input - "Ring"	





## AO4 Audio Output (16 audio zone model only)

## Unbalanced line level audio output for audio expansion zones 13-16, tip/ring pairs.

	expansion zones to to, np/inig pansi		
Pins	Description		
1	Output Zone 13 Audio Output + "Tip"		
2	Output Zone 13 Audio Output - "Ring"		
3	Output Zone 14 Audio Output + "Tip"		
4	Output Zone 14 Audio Output - "Ring"		
5	Output Zone 15 Audio Output + "Tip"		
6	Output Zone 15 Audio Output - "Ring"		
7	Output Zone 16 Audio Output + "Tip"		
8	Output Zone 16 Audio Output - "Ring"		



### AP4 Zone Power (16 audio zone model only)

## 24VDC output for zone devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.

ротто и типиот то типро @ = 11 = 6, 100 пипот		
Pins	ins Description	
1	+24VDC	
2	+24VDC	
3	+24VDC	
4	+24VDC	
5	GND	
6	GND	
7	GND	
8	GND	



### R10 Relay Outputs 1-4 (8 thru 32 relay models)

## General Purpose relay outputs providing both Normally Open and Normally Closed contacts.

Normally Open and Normally Closed confacts.		
Pins	Description	
1	Output Relay 1 NC Contact	
2	Output Relay 1 Common	
3	Output Relay 1 NO Contact	
4	Output Relay 2 NC Contact	
5	Output Relay 2 Common	
6	Output Relay 2 NO Contact	
7	Output Relay 3 NC Contact	
8	Output Relay 3 Common	
9	Output Relay 3 NO Contact	
10	Output Relay 4 NC Contact	
11	Output Relay 4 Common	
12	Output Relay 4 NO Contact	





#### R11 Relay Outputs 5-8 (8 thru 32 relay models) General Purpose relay outputs providing both Normally Open and Normally Closed contacts. Pins Description 1 Output Relay 5 NC Contact 2 Output Relay 5 Common 3 Output Relay 5 NO Contact 4 Output Relay 6 NC Contact 5 Output Relay 6 Common Output Relay 6 NO Contact 6 7 Output Relay 7 NC Contact 8 Output Relay 7 Common

Output Relay 7 NO Contact

Output Relay 8 NC Contact

Output Relay 8 Common

**Output Relay 8 NO Contact** 

9

10

11

12

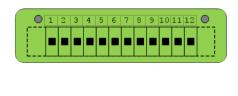
11 12



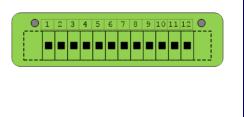
#### R12 Analog Inputs 1-6 (8 thru 32 relay models) Analog Inputs - Currently used for manual activation operations only. Pins Description 1 Input #1 Analog (5VDC) + 2 Input #1 Analog (GND) -3 Input #2 Analog (5VDC) + 4 Input #2 Analog (GND) -5 Input #3 Analog (5VDC) + 6 Input #3 Analog (GND) -Input #4 Analog (5VDC) + 8 Input #4 Analog (GND) -9 Input #5 Analog (5VDC) + 10 Input #5 Analog (GND) -

Input #6 Analog (5VDC) +

Input #6 Analog (GND) -



R20 Relay Outputs 9-12 (16 thru 32 relay models)		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins Description		
1	Output Relay 9 NC Contact	
2	Output Relay 9 Common	
3	Output Relay 9 NO Contact	
4	Output Relay 10 NC Contact	
5	Output Relay 10 Common	
6	Output Relay 10 NO Contact	
7	Output Relay 11 NC Contact	





8	Output Relay 11 Common
9	Output Relay 11 NO Contact
10	Output Relay 12 NC Contact
11	Output Relay 12 Common
12	Output Relay 12 NO Contact

#### R21 Relay Outputs 13-16 (16 thru 32 relay models) General Purpose relay outputs providing both Normally Open and Normally Closed contacts. Pins Description Output Relay 13 NC Contact 2 Output Relay 13 Common 3 Output Relay 13 NO Contact 4 Output Relay 14 NC Contact 5 Output Relay 14 Common 6 Output Relay 14 NO Contact 7 Output Relay 15 NC Contact 8 Output Relay 15 Common 9 Output Relay 15 NO Contact 10 Output Relay 16 NC Contact 11 Output Relay 16 Common 12 Output Relay 16 NO Contact



R22 Analog Inputs 7-12 (16 thru 32 relay models)		
Analog Inputs – Currently used for manual activation operations only.		
Pins	Description	
1	Input #7 Analog (5VDC) +	
2	Input #7 Analog (GND) -	
3	Input #8 Analog (5VDC) +	
4	Input #8 Analog (GND) -	
5	Input #9 Analog (5VDC) +	
6	Input #9 Analog (GND) -	
7	Input #10 Analog (5VDC) +	
8	Input #10 Analog (GND) -	



## R30 Relay Outputs 17-20 (24 and 32 relay models)

Input #11 Analog (5VDC) +

Input #11 Analog (GND) Input #12 Analog (5VDC) +

Input #12 Analog (GND) -

General Purpose relay outputs providing both Normally Open and Normally Closed contacts.

Pins	Description	
1	Output Relay 17 NC Contact	

9

10

11 12





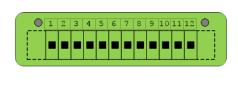
2	Output Relay 17 Common
3	Output Relay 17 NO Contact
4	Output Relay 18 NC Contact
5	Output Relay 18 Common
6	Output Relay 18 NO Contact
7	Output Relay 19 NC Contact
8	Output Relay 19 Common
9	Output Relay 19 NO Contact
10	Output Relay 20 NC Contact
11	Output Relay 20 Common
12	Output Relay 20 NO Contact

R31 Relay Outputs 21-24 (24 and 32 relay models)		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins Description		
1	Output Relay 21 NC Contact	
2	Output Relay 21 Common	
3	Output Relay 21 NO Contact	
4	Output Relay 22 NC Contact	
5	Output Relay 22 Common	
6	Output Relay 22 NO Contact	
7	Output Relay 23 NC Contact	
8	Output Relay 23 Common	
9	Output Relay 23 NO Contact	
10	Output Relay 24 NC Contact	
11	Output Relay 24 Common	

Output Relay 24 NO Contact



R32 Analog Inputs 13-18 (24 and 32 relay models)			
Ana	Analog Inputs – Currently used for manual activation		
	operations only.		
Pins	Description		
1	Input #13 Analog (5VDC) +		
2	Input #13 Analog (GND) -		
3	Input #14 Analog (5VDC) +		
4	Input #14 Analog (GND) -		
5	Input #15 Analog (5VDC) +		
6	Input #15 Analog (GND) -		
7	Input #16 Analog (5VDC) +		
8	Input #16 Analog (GND) -		
9	Input #17 Analog (5VDC) +		
10	Input #17 Analog (GND) -		
11	Input #18 Analog (5VDC) +		
12	Input #18 Analog (GND) -		





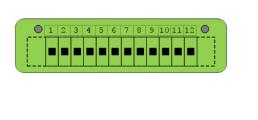
#### R40 Relay Outputs 25-28 (32 relay models) General Purpose relay outputs providing both Normally Open and Normally Closed contacts. Pins Description 1 Output Relay 25 NC Contact 2 Output Relay 25 Common 3 Output Relay 25 NO Contact 4 Output Relay 26 NC Contact 5 Output Relay 26 Common Output Relay 26 NO Contact 6 7 Output Relay 27 NC Contact 8 Output Relay 27 Common 9 Output Relay 27 NO Contact 10 Output Relay 28 NC Contact 11 Output Relay 28 Common 12 Output Relay 28 NO Contact



#### R41 Relay Outputs 29-32 (32 relay models) General Purpose relay outputs providing both Normally Open and Normally Closed contacts. Pins **Description** 1 Output Relay 29 NC Contact 2 Output Relay 29 Common 3 Output Relay 29 NO Contact 4 Output Relay 30 NC Contact 5 Output Relay 30 Common 6 Output Relay 30 NO Contact Output Relay 31 NC Contact 8 Output Relay 31 Common 9 Output Relay 31 NO Contact 10 Output Relay 32 NC Contact Output Relay 32 Common 11 12 Output Relay 32 NO Contact



R42 Analog Inputs 19-24 (32 relay models)		
Analog Inputs – Currently used for manual activation operations only.		
Pins	Description	
1	Input #19 Analog (5VDC) +	
2	Input #19 Analog (GND) -	
3	Input #20 Analog (5VDC) +	
4	Input #20 Analog (GND) -	
5	5 Input #21 Analog (5VDC) +	
6	Input #21 Analog (GND) -	
7	Input #22 Analog (5VDC) +	





8	Input #22 Analog (GND) -
9	Input #23 Analog (5VDC) +
10	Input #23 Analog (GND) -
11	Input #24 Analog (5VDC) +
12	Input #24 Analog (GND) -

24VDC		
24VDC output for external devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.		
Pins	Description	
1	+24VDC	
2	+24VDC	
3	+24VDC	
4	GND	
5	GND	
6	GND	



12VDC		
12VDC output for external devices requiring power, max power available 15 Amps @ 12VDC, 150 Watts.		
	Description	
Pins		
1	+12VDC	
2	+12VDC	
3	+12VDC	
4	GND	

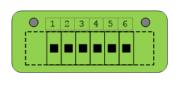
GND GND

5

6



5VDC		
5VDC output for external devices requiring power, max power available 25 Amps @ 5VDC, 125 Watts.		
Pins	Description	
1	+5VDC	
2	+5VDC	
3	+5VDC	
4	GND	
5	GND	
6	GND	





ETH1, ETH2, ETH3, ETH4		
Ethernet Connectors		
Pins	Description	
1	TX+(WHT/ORG)	
2	TX-(ORG)	
3	RX+(WHT/GRN)	
4	TRD2+(BLU)	
5	TRD2-((WHT/BLU)	
6	RX-(GRN)	
7	TRD3+(WHT/BRN)	
8	TRD3-(BRN)	





## Fire Station Alerting System (FSAS)



**Prepared By:** 

PURVIS Systems 88 Silva Lane Middletown RI 02842 401.849.4750 / Fax 401.849.0121

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Rack Mount Radio Interface Unit (RIU) 1 or 2 Channel Installation Document (ID 006)

315-320003-133

Revision 1.02

March 20, 2020

Page 108

## **CHANGE PAGES**

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	08/15/2016	All			Initial release
1.01	12/15/2016	4			Added PURVIS P/Ns
1.02	03/20/2020	All			Document refresh



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2	DESCRIPTION	1
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Figu	T OF FIGURES  re 1 - RIU Front Panelre 2 - RIU Rear Panel	2
Tabl	T OF TABLES  le 1 - Technical Specifications	



## 1 Introduction

The 1U 19" rack mounted Radio Interface Unit (RIU) is installed centrally and is responsible for sending automated tones and announcements over one (1) or more radio channels/talk groups. PURVIS part numbers include the following:

**PURVIS P/N:** 315-320003-131-1 (1 Channel) **PURVIS P/N:** 315-320003-131-2 (2 Channel) **PURVIS P/N:** 315-320003-134 (Spares Kit)

## 2 DESCRIPTION

The RIU provides a radio interface via a DB25 connector on the rear of the enclosure. Technical specifications are provide in **Table 1**.

**Table 1 - Technical Specifications** 

	Technical Specifications
Dimensions	1.8" x 18.0" x 17.3" (46 x 458 x 440 mm)
Weight	12.00 lbs (5.44 kg)
Power Requirements	120 VAC @ 200 Watts
Operating Temperature	0 to +50°C / 32 to 122°F
Maximum Temperature	-20 to +60°C / -4 to 140°F
Audio Inputs	Balance and Unbalanced line level.
	Input 1: Balanced Line/MIC Level Audio Input.
	Input 2: Unbalanced Line/MIC Level Audio Input.
Audio Outputs	Balance and unbalanced line level.
	Output 1: Unbalance line level output.
	Output 2: Balance line level output.
PTT Relay Outputs	One (1) 0.5 Amp @ 30VAC and 0.5 Amp @ 30VDC.
	Normally open and normally closed contacts available.
Busy Input	One (1) Dry contact closure input.
	Used to monitor radio busy status (radio is receiving audio).
	A +5VDC source through a pull-up resistor on the positive input shorted
	to the ground input indicates an activation.
	Optionally, switching the INPUT CONTROL SWITCH SW1-1, the RIU can
	use an internal Voice Activity Relay (VAR) to detect, audio inbound from
	the radio to determine the busy state.
TX Active Input	One (1) Dry contact closure input.
	Used to monitor the radio transmit status (radio has channel/talk group
	and is transmitting audio).
	A +5VDC source through a pull-up resistor on the positive input shorted
	to the ground input indicates an activation.



DC Voltage Outputs	One (1) connector is available to provide 24 VDC for external devices		
	that require DC voltage.		
Ethernet	Two (2) Ethernet connectors are provided on the rear panel for		
	connection to a local-area network (LAN) switch.		
	These are required for proper operation of the RIU.		

## **3 FRONT PANEL CONNECTORS AND CONTROLS**

RIU front panel connectors and controls are displayed in Figure 1.

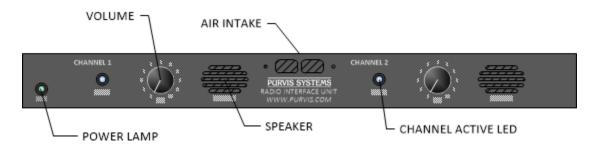


Figure 1 - RIU Front Panel

## 4 REAR PANEL CONNECTORS AND CONTROLS

RIU rear panel connectors and controls are displayed in Figure 2.

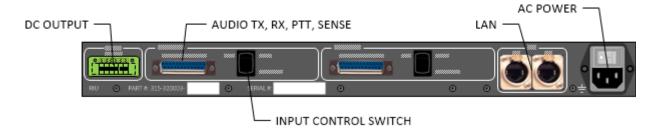


Figure 2 - RIU Rear Panel

## **5 CONNECTOR PINOUTS**

RIU connector pinouts are provided in Table 2.

**Table 2 - RIU Connector Pinouts** 

J1-1 Channel 1 Interface		(000000000000
Interface for Channel 1 Operations.		•
Pins	Description	



1	TX+ Balanced
2	NA
3	TX+ Unbalanced
4	NA
5	NA
6	NA
7	RX+ Balanced
8	NA
9	RX+ Unbalanced
10	Input 1 - 5VDC Pull-up (Busy)
11	Input 2 - 5VDC Pull-up (TX Active)
12	PTT – Normally Open
13	PTT – Normally Closed
14	TX- Balanced
15	TX Balanced Shield
16	TX- Unbalanced
1 <i>7</i>	NA
18	NA
19	NA
20	RX- Balanced
21	RX Balanced Shield
22	RX- Unbalanced
23	Input 1 - Ground (Busy)
24	Input 2 - Ground (TX Active)
25	PTT - Common

J2-1 Channel 2 Interface (2 Channel Only)		
Interface for Channel 2 Operations.		
Pins	Description	
1	TX+ Balanced	
2	NA	
3	TX+ Unbalanced	
4	NA	
5	NA	
6	NA	
7	RX+ Balanced	
8	NA	
9	RX+ Unbalanced	
10	Input 1 - 5VDC Pull-up (Busy)	
11	Input 2 - 5VDC Pull-up (TX Active)	





12	PTT – Normally Open	
13	PTT – Normally Closed	
14	TX- Balanced	
15	TX Balanced Shield	
16	TX- Unbalanced	
1 <i>7</i>	NA	
18	NA	
19	NA	
20	RX- Balanced	
21	RX Balanced Shield	
22	RX- Unbalanced	
23	Input 1 - Ground (Busy)	
24	Input 2 - Ground (TX Active)	
25	PTT - Common	

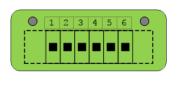
SW1-1 INPUT CONTROL SWITCH		
Determines how the channel 1 monitors busy.		
STATE	Description	
INPUT1	External contact closure used to determine busy.	
VAR	Internal Voice Activity used to determine busy.	



SW2-1 INPUT CONTROL SWITCH (2 Channel Only)		
Determines how the channel 2 monitors busy.		
STATE	Description	
INPUT1	External contact closure used to determine	
	busy.	
VAR	Internal Voice Activity used to determine busy.	



J5-1 24VDC			
24VDC output for external devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.			
Pins	Description		
1	+24VDC		
2	+24VDC		
3	3 +24VDC		
4	GND		
5	GND		
6	GND		





ETH1, ETH2		
Ethernet Connectors		
Pins	Description	
1	TX+(WHT/ORG)	
2	TX-(ORG)	
3	RX+(WHT/GRN)	
4	TRD2+(BLU)	
5	TRD2-((WHT/BLU)	
6	RX-(GRN)	
7	TRD3+(WHT/BRN)	
8	TRD3-(BRN)	





## **PURVIS SYSTEMS**

# Fire Station Alerting System (FSAS)



**Prepared By:** 

PURVIS Systems 88 Silva Lane Middletown RI 02842 401.849.4750 / Fax 401.849.0121

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Rack Mount (Rev C) Station
Control Unit (SCU)
Installation Document (ID 008)

315-030004-133

Revision 1.01

March 30, 2020

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## **CHANGE PAGES**

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	11/02/2015	All			Initial release
1.01	04/01/2020	All			Document refresh



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	blo 2 – SCLL Connector Pinouts	



## 1 Introduction

The 3U 19" rack mounted Station Control Unit (SCU) is installed in each fire station and is responsible for receiving the incidents (or alerts) and then activating/updating all of the appropriate station electronics. Additionally, the SCU is responsible for playing tones and messages over the station speakers. The SCU provides the core functionality of the PURVIS FSAS in each station and can be configured to audio and lighting zones based on hours of operation (day/night), incident type and the apparatus (units) being dispatched.

An example of this operation is that speaker zones in the Rescue areas would not need to be activated during a Fire-specific dispatch. Additionally, based on the hours of operation (typically during night hours), the SCU can be configured to lower the volume levels on specific zones. Lowering the audio levels at night when there is less background noise can help reduce stress levels of response personnel.

PURVIS part numbers include the following:

**PURVIS P/N:** 315-030004-131-NN

**PURVIS P/N:** 315-030004-134 (Spares Kit)

## 2 DESCRIPTION

The SCU provides multiple audio inputs, audio outputs and dry contact relay contacts as detailed below. All inputs and outputs are available on the rear panel. Technical specifications are provided in **Table 1**.

Table 1 - Technical Specifications

Technical Specifications		
Dimensions	5.2" x 18.0" x 17.3" (132 x 458 x 440 mm)	
Weight	32.00 lbs (14.52 kg)	
Power Requirements	120 VAC @ 600 Watts	
Operating Temperature	0 to +50°C / 32 to 122°F	
Maximum Temperature	-20 to +60°C / -4 to 140°F	
Audio Inputs	Three (3) unbalanced line level inputs.	
	One (1) balanced line level based on jumper configuration.	
	One (1) input can be 25, 70, or 100v.	
Audio Outputs	Two (2) balance and unbalanced line levels.	
	Output 1: Unbalance line level output.	
	Output 2: Balance line level output.	
Relay Outputs	Eight (8) 10 Amp @ 250VAC / 8 Amp @ 30VDC relays, normally open	
	and normally closed contacts available for each relay.	



General Purpose Inputs	24 contact closure inputs used to monitor various station inputs or to support external) switches such as individual zone acknowledgement switches.  A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates an activation.
	•
Microphone Input	Two (2) connectors are provided for connecting a microphone, an XLR
	connector on the front panel and terminals on the rear panel.
Internal Analog Inputs	Six (6) internal analog inputs currently only used to monitor manual activation in conjunction with a contact closure input.
	A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates a full activation. However, apply a resistive value across the input allows a single input to represent values from 0 to 255.
VGA Output	One (1) VGA connector is provided for connection to a remote display/touch screen.
HDMI Output	The SCU generates FSAS incident information, as well as system status, using HDMI video extension over Ethernet. It is outputted from the local-area network (LAN) 4 port, but can be extended to as many message boards (MSB) as needed provided an HDMI receiver at each MSB is connected to the system LAN.
DC Voltage Outputs	Three (3) connectors are available to provide 5VDC, 12 VDC, and 24 VDC for external devices that require DC voltage.
USB Ports	Five (5) (2 front/3 rear) mounted USB ports are provided for connection to a remote touch screen, keyboard or mouse.
Ethernet	Four (4) Ethernet connectors are provided on the rear panel for connection to a LAN switch, these are required for proper SCU operation.  Two (2) Ethernet connectors are provided on the rear panel for connection to a customer wide-area network (WAN) for communication to the central servers.

## **3 FRONT PANEL CONNECTORS AND CONTROLS**

SCU front panel connectors and controls are displayed in Figure 1.





Figure 1 - SCU Front Panel

## 4 REAR PANEL CONNECTORS AND CONTROLS

SCU rear panel connectors and controls are displayed in Figure 2.

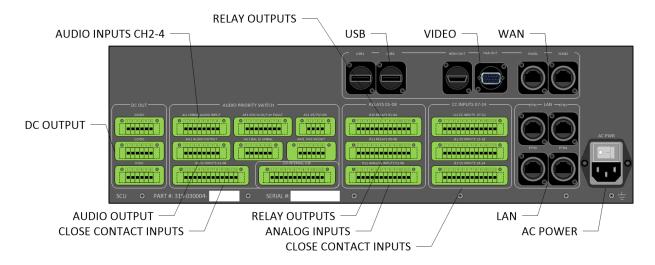
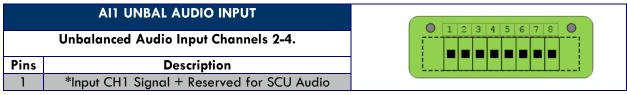


Figure 2 - SCU Rear Panel

## **5 CONNECTOR PINOUTS**

SCU connector pinouts are provided in Table 2.

Table 2 - SCU Connector Pinouts





2	*Input CH1 Signal GND - Reserved for SCU Audio
3	Input CH2 Signal +
4	Input CH2 Signal GND -
5	Input CH3 Signal + Also available on front panel
6	Input CH3 Signal GND - see front panel
7	Input CH4 Signal +
8	Input CH4 Signal GND -

AF1 CHx to OUT on FAULT			
PI	Place jumper between pins to route audio to the		
	output.		
Pins	Description		
1	Channel 1 Audio Jumper 1 to 5		
2	Channel 2 Audio Jumper 2 to 6		
3	Channel 3 Audio Jumper 3 to 7		
4	Channel 4 Audio Jumper 4 to 8		
5	Channel 1 Audio Jumper 1 to 5		
6	Channel 2 Audio Jumper 2 to 6		
7	Channel 3 Audio Jumper 3 to 7		
8	Channel 4 Audio Jumper 4 to 8		



## AC1 25/70/100

Matches a 100, 70 or 25 volt speaker line to any unbalanced line-level audio input. 100, 70, or 25 volt speaker line is wired to pins 3 and 4. The unbalanced output would be wired to an appropriate J1 input.

corpor modern no minor to an appropriate or import		
Pins	Description	
1	Output Unbalanced Signal +	
2	Output Unbalanced Signal -	
3	Input Speaker Line +	
4	Input Speaker Line -	



#### **AO1** Audio out

Pins 1 and 5, unbalanced signal output is typically field wired to self-amplified speakers, FSAS AXM, or amplifier.

4		
Pins	Description	
1	Output Switched Unbalanced Signal +	
2	NA	
3	Output Switched Balanced Signal +	
4	Output Always Active Unbalanced Signal +	
5	Output Switched Unbalanced -	
6	Output Switch Balanced -	
7	Output Balanced Shield GND	





8	Output Always Active Unbalanced	-
---	---------------------------------	---

## **AU1 BAL IN**

Converts a balanced signal to unbalanced signal.

Balanced signal would be wired to pins 4, 5 and 6.

The unbalanced output would be wired to an

appropriate J1 input.			
Pins	Description		
1	Output Unbalanced Signal +		
2	Output Unbalanced Signal -		
3	NA		
4	Input Balanced MIC +		
5	Input Balanced MIC -		
6	Input Balanced MIC Shield		



AM1 MIC IN/OUT*		
Balanced Microphone Input for paging microphone.		
Pins	Description	
1	Input Balanced MIC Shield	
2	Input Balanced MIC +	
3	Input Balanced MIC -	
4	Input Balanced MIC Shield	
5	Output Unbalanced MIC +	
6	Output Unbalanced MIC -	



\*Note: The MIC input is also available via the front panel XLR Connector.

	I10 Close Contact Inputs 1-8			
Close	Close Contact Inputs for monitoring dry contact inputs.			
Pins	Description			
1	Input #1 Close Contact (5VDC) +			
_				

Pins	Description	
1	Input #1 Close Contact (5VDC) +	
2	Input #1 Close Contact (GND) -	
3	Input #2 Close Contact (5VDC) +	
4	Input #2 Close Contact (GND) -	
5	Input #3 Close Contact (5VDC) +	
6	Input #3 Close Contact (GND) -	
7	Input #4 Close Contact (5VDC) +	
8	Input #4 Close Contact (GND) -	
9	Input #5 Close Contact (5VDC) +	
10	Input #5 Close Contact (GND) -	
11	Input #6 Close Contact (5VDC) +	
12	Input #6 Close Contact (GND) -	





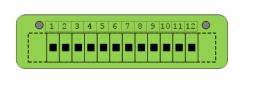
R10 Relay Outputs 1-4		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins	Description	
1	Output Relay 1 NC Contact	
2	Output Relay 1 Common	
3	Output Relay 1 NO Contact	
4	Output Relay 2 NC Contact	
5	Output Relay 2 Common	
6	Output Relay 2 NO Contact	
7	Output Relay 3 NC Contact	
8	Output Relay 3 Common	
9	Output Relay 3 NO Contact	
10	Output Relay 4 NC Contact	
11	Output Relay 4 Common	
12	Output Relay 4 NO Contact	



R11 Relay Outputs 5-8		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins	Description	
1	Output Relay 5 NC Contact	
2	Output Relay 5 Common	
3	Output Relay 5 NO Contact	
4	Output Relay 6 NC Contact	
5	Output Relay 6 Common	
6	Output Relay 6 NO Contact	
7	Output Relay 7 NC Contact	
8	Output Relay 7 Common	
9	Output Relay 7 NO Contact	
10	Output Relay 8 NC Contact	
11	Output Relay 8 Common	
12	Output Relay 8 NO Contact	



R12 Analog Inputs 1-6		
Analog Inputs – Currently used for manual activation operations only.		
Pins	Description	
1	Input #1 Analog (5VDC) +	
2	Input #1 Analog (GND) -	
3	Input #2 Analog (5VDC) +	
4	Input #2 Analog (GND) -	
5	Input #3 Analog (5VDC) +	
6	Input #3 Analog (GND) -	
7	Input #4 Analog (5VDC) +	



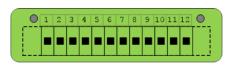


8	Input #4 Analog (GND) -
9	Input #5 Analog (5VDC) +
10	Input #5 Analog (GND) -
11	Input #6 Analog (5VDC) +
12	Input #6 Analog (GND) -

	II1 Close Contact Inputs 7-12		
Close	Close Contact Inputs for monitoring dry contact inputs.		
Pins	Description		
1	Input #7 Close Contact (5VDC) +		
2	Input #7 Close Contact (GND) -		
3	Input #8 Close Contact (5VDC) +		
4	Input #8 Close Contact (GND) -		
5	Input #9 Close Contact (5VDC) +		
6	Input #9 Close Contact (GND) -		
7	Input #10 Close Contact (5VDC) +		
8	Input #10 Close Contact (GND) -		
9	Input #11 Close Contact (5VDC) +		
10	Input #11 Close Contact (GND) -		
11	Input #12 Close Contact (5VDC) +		
12	Input #12 Close Contact (GND) -		



I12 Close Contact Inputs 13-18		
Close Contact Inputs for monitoring dry contact inputs.		
Pins	Description	
1	Input #13 Close Contact (5VDC) +	
2	Input #13 Close Contact (GND) -	
3	Input #14 Close Contact (5VDC) +	
4	Input #14 Close Contact (GND) -	
5	Input #15 Close Contact (5VDC) +	
6	Input #15 Close Contact (GND) -	
7	Input #16 Close Contact (5VDC) +	
8	Input #16 Close Contact (GND) -	
9	Input #17 Close Contact (5VDC) +	
10	Input #17 Close Contact (GND) -	



I13 Close Contact Inputs 19-24	
Close Contact Inputs for monitoring dry contact inputs.	
Pins	Description
1	Input #19 Close Contact (5VDC) +
2 Input #19 Close Contact (GND) -	
DUDUO DE LA TILLE DE LA CALLACTE DE LA CALLACTE	



Input #18 Close Contact (5VDC) +

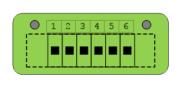
Input #18 Close Contact (GND) -

11 12



3	Input #20 Close Contact (5VDC) +
4	Input #20 Close Contact (GND) -
5	Input #21 Close Contact (5VDC) +
6	Input #21 Close Contact (GND) -
7	Input #22 Close Contact (5VDC) +
8	Input #22 Close Contact (GND) -
9	Input #23 Close Contact (5VDC) +
10	Input #23 Close Contact (GND) -
11	Input #24 Close Contact (5VDC) +
12	Input #24 Close Contact (GND) -

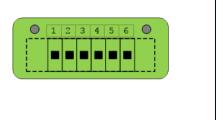
	24VDC		
	24VDC output for external devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.		
Pins	Description		
1	+24VDC		
2	+24VDC		
3	+24VDC		
4	GND		
5	GND		
6	GND		



12VDC			
	12VDC output for external devices requiring power, max power available 15 Amps @ 12VDC, 150 Watts.		
	Description		
Pins	-		
1	+12VDC		
2	+12VDC		
3	+12VDC		
4	GND		
5	GND		
6	GND		



5VDC	
5VDC output for external devices requiring power, max power available 25 Amps @ 5VDC, 125 Watts.	
Pins	Description
1	+5VDC
2	+5VDC
3	+5VDC
4	GND
5	GND
6	GND





ETH1, ETH2, ETH3, ETH4, WAN1, WAN2				
Ethernet Connectors				
Pins	Description			
1	TX+(WHT/ORG)			
2	TX-(ORG)			
3	RX+(WHT/GRN)			
4	TRD2+(BLU)			
5	TRD2-((WHT/BLU)			
6	RX-(GRN)			
7	TRD3+(WHT/BRN)			
8	TRD3-(BRN)			





# 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 <u>horizontal construction</u> 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 <u>vertical construction</u> 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/

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

#### STATE OF NEVADA

STEVE SISOLAK GOVERNOR TERRY REYNOLDS DIRECTOR

SHANNON CHAMBERS LABOR COMMISSIONER



Department of Business & Industry OFFICE OF THE LABOR COMMISSIONER

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## **REVISED NOVEMBER 29, 2021**

(Originally issued on January 28, 2020)

## **ADVISORY OPINION - NEVADA ADMINISTRATIVE CODE § 607.650**

## SENATE BILL 207 - APPRENTICESHIP UTILIZATION ACT (AUA)

Pursuant to Nevada Administrative Code (NAC) Section 607.650, the Labor Commissioner is issuing the following Advisory Opinion regarding Senate Bill (SB) 207/Apprenticeship Utilization Act (AUA). The Labor Commissioner has received multiple inquiries, opinion requests, comments, suggestions, and proposals on how Senate Bill 207 should be interpreted, implemented, and enforced. The Labor Commissioner also met with various stakeholders.

This Advisory Opinion is intended to provide as much guidance as possible on Senate Bill 207. However, it must be recognized that not every working environment or situation may be encompassed by the answers and guidance set forth in this Advisory Opinion. The Labor Commissioner will continue to work with stakeholders, public/awarding bodies, contractors/subcontractors, and employers and employees on Senate Bill 207. However, the Labor Commissioner will attempt to interpret, implement, and enforce Senate Bill 207 based on the plain language of the bill and the intent of the Legislative Sponsors of the bill to ensure that apprenticeship utilization takes place on public works projects in the State of Nevada.

## KEY HIGHLIGHTS OF SENATE BILL (SB 207) – EFFECTIVE JANUARY 1, 2020

The Legislature hereby finds and declares that: 1. A skilled workforce in construction is essential to the economic well-being of this State; 2. Apprenticeship programs are a proven method of training a skilled workforce in construction; and 3. Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

- Sec. 1.7. 1. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in vertical construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.
- 2. Notwithstanding any other provision of this chapter and except as otherwise provided in this section, a contractor or subcontractor engaged in horizontal construction who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

# 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 TYPCIALLY 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 <u>chapter 610</u> 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.

 $\frac{http://labor.nv.gov/uploadedFiles/labornvgov/content/Apprenticeship\_Utilization\_Act/AO-2019-03\%20AUA\%20Jurisdiction\%20definition.pdf}$ 

# 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 <u>not</u> 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 APPRENTICSHIP 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 or 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. <a href="http://labor.nv.gov/Apprenticeship\_Utilization\_Act/Apprenticeship\_Utiliz

## 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 <a href="https://labor.nv.gov/Wages/Nevada\_State\_Apprenticeship\_Council/">https://labor.nv.gov/Wages/Nevada\_State\_Apprenticeship\_Council/</a>.

# 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 338.011and 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 <a href="AUA@labor.nv.gov">AUA@labor.nv.gov</a> 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 207as needed through an additional Advisory Opinion or through the Administrative Rulemaking process.

Sample Forms and information on SB 207 can be found at: <a href="http://labor.nv.gov/Apprenticeship\_Utilization\_Act/Apprenti

Sincerely,

Shannon M. Chambers Labor Commissioner

Office of the Labor Commissioner

State of Nevada

Department of Business and Industry

STEVE SISOLAK Governor

TERRY REYNOLDS

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

<u>Senate Bill 207 – Apprenticeship Utilization Act becomes effective January 1, 2020 https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text</u>

## **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 <u>and</u> the State Apprenticeship Council. (Emphasis added). A properly enrolled and registered Apprentice is exempt from NRS 338.020 to NRS 338.090, inclusive. <u>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)</u>

## 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 <u>and</u> 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 <u>and</u> 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. It 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



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

OFFICE OF THE LABOR COMMISSIONER 3300 W. SAHARA AVE. SUITE 225 LAS VEGAS, NEVADA 89102 PHONE (702) 486-2650 FAX (702 486-2660

## 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: Con	tractor:		
Craft/Type of Work	More than 3 Employees Anticipated?	Anticipate Needing Waiver? <sup>‡</sup>	
Air Balance Technician	Yes No N/A	Yes 🗌 No 🗌	
Alarm Installer	Yes No No N/A	Yes 🗌 No 🗌	
Boilermaker	Yes No No N/A	Yes 🗌 No 🗌	
<b>Bricklayer</b> , can also include tile setter, terrazzo workers and marble masons.	Yes	Yes 🗌 No 🗌	
<b>Carpenter</b> , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes  No N/A	Yes 🗌 No 🗌	
Cement Mason	Yes No No N/A	Yes 🗌 No 🗌	
<b>Electrician</b> , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No No N/A	Yes 🗌 No 🗌	
Elevator Constructor	Yes 🗌 No 🗌 N/A 🗌	Yes 🗌 No 🗌	
Fence Erector	Yes No No N/A	Yes 🗌 No 🗌	
Flag Person	Yes No No N/A	Yes 🗌 No 🗌	
Floor Coverer	Yes No No N/A	Yes 🗌 No 🗌	
Glazier (see also Painters and Allied Trades)	Yes No No N/A	Yes 🗌 No 🗌	
Highway Striper	Yes No N/A	Yes 🗌 No 🗌	
Hod Carrier, includes brick-mason tender and plaster tender.	Yes No No N/A	Yes 🗌 No 🗌	
Iron Worker, can also include fence erectors (steel/iron)	Yes No No N/A	Yes 🗌 No 🗌	
<b>Laborer</b> , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes No No N/A	Yes 🗌 No 🗌	
Lubrication and Service Engineer	Yes No No N/A	Yes 🗌 No 🗌	
<b>Mason</b> , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes	Yes 🗌 No 🗌	
Mechanical Insulator	Yes No No N/A	Yes 🗌 No 🗌	
Millwright	Yes No No N/A	Yes 🗌 No 🗌	
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes No N/A	Yes No	
<b>Painters</b> and <b>Allied Trades</b> , can also include glaziers, floor coverers, and tapers.	Yes 🗌 No 🗍 N/A 🗍	Yes 🗌 No 🗌	
Pile Driver (non-equipment)	Yes No No N/A	Yes 🗌 No 🗌	

Craft/Type of Work	More than 3 Employees Anticipated?	Anticipate Needing Waiver? <sup>‡</sup>
Plasterer	Yes No N/A	Yes 🗌 No 🗌
Plumber/Pipefitter	Yes No N/A	Yes 🗌 No 🗌
Refrigeration	Yes 🗌 No 🗌 N/A 🗌	Yes 🗌 No 🗌
Roofer (not sheet metal)	Yes No No N/A	Yes 🗌 No 🗌
Sheet Metal Worker, can also include air balance technician.	Yes No No N/A	Yes 🗌 No 🗌
Soils and Materials Tester, includes certified soil tester	Yes No No N/A	Yes 🗌 No 🗌
Sprinkler Fitter	Yes No No N/A	Yes 🗌 No 🗌
Surveyor (non-licensed)	Yes No No N/A	Yes 🗌 No 🗌
Taper	Yes No No N/A	Yes 🗌 No 🗌
Tile/Terrazzo Worker/Marble Mason	Yes No No N/A	Yes 🗌 No 🗌
Traffic Barrier Erector	Yes No No N/A	Yes 🗌 No 🗌
Truck Driver	Yes No No N/A	Yes 🗌 No 🗌
Well Driller (see also Operating Engineer)	Yes No No N/A	Yes 🗌 No 🗌
Other*:	Yes No No N/A	Yes 🗌 No 🗌
	Yes No No N/A	Yes 🗌 No 🗌
	Yes No No N/A	Yes 🗌 No 🗌
	Yes No No N/A	Yes 🗌 No 🗌
<sup>‡</sup> Pursuant to the Labor Commissioner's Nov. 27, 2019 Advis those crafts/types of work where no recognized apprentices the public work is located. Contractor is responsible for ver apprenticeship programs exist in the region for each craft/ty	hip program exists in the ifying whether recognize	region where d
*Contractor is responsible for ensuring all crafts/types of we are accounted for in this checklist. Attach additional pages		e public work
I affirm I am fully authorized to acknowledge, on behalf of the Conworkforce, and acknowledge that changes to the anticipated work compliance with the Nevada Apprenticeship Utilization Act, 2019 within ten (10) working days of such change.	force which may have an ir	npact on
Signed:		
Name and Title:		
Date:		
Contractor Name:		

Office of the Labor Commissioner 1818 College Parkway, Suite 102 Carson City, Nevada 89706 Phone: (775) 684-1890

Fax: (775) 687-6409 E-Mail: <u>AUA@labor.nv.gov</u>

## STATE OF NEVADA Office of the Labor Commissioner

Office of the Labor Commissioner 3300 W. Sahara Ave., Suite 225 Las Vegas, Nevada 89102 Phone: (702) 486-2650 Fax: (702) 486-2660

E-Mail: AUA@labor.nv.gov

#### 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. <a href="https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text">https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text</a>

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 <a href="https://www.labor.nv.gov">www.labor.nv.gov</a> or the Nevada State Apprenticeship Council at <a href="https://www.owinn.nv.gov/Apprenticeship/AboutSAC/">www.owinn.nv.gov/Apprenticeship/AboutSAC/</a> \*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.

for the Nevada State Apprenticeship Council and the approval and registration	on of Apprenticeship Programs and Apprentices.	
Requests for dispatch must be in writing and submitted (and received) at lea email. <u>Proof of submission (and receipt) will be required</u> . Please refer to Ch the laws and regulations governing Registered Apprenticeship Programs and	napter 610 of the Nevada Revised Statutes and Nev	• •
Request Submitted to:	Date Request Submitted:	
Name of Registered Apprenticeship Program:		
Contact Person/Title:		NIV
Address: Fax No.: ()	,,,,	,
Requestor Information: Contractor/Subcontractor: Contact Person/Title:		Number:
Address: Fax No.: ()	Email:	
Availability Request Information:  Number of Apprentice(s) Required: Craft or Trail Apprentice(s) Report Date:  Name of Person to Report to:  Address to Report to:	(5 business days' notice red	quired) Report Time::
Project Information: Contract Name/Number: Awarding Body Name:		
Contact Person/Title: Fax No.: ()	Email:	
Print Name/Title  *By signing this form you certify that the information you  Request Approved:   Request Denies	_	Date he best of your knowledge.
Notes:		
Print Name/Title	Signature	Date
Date Received:	Date Returned:	Page 145

## 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:	5				
Email address of person requesting this verification:					
Date this request was submitted to OWIN	N:				
Additional information regarding current P Works projects for requester: (for example project owner(s), PWP/contract #(s), project name(s), etc.)	Э,				
		RAPIDS		APPRENTICESHIP PROGRAM	
*APPRENTICE NAME (First, Last)		ID#	OCCUPATION	(for example, Local 12)	
Additional information regarding					
apprentice(s): (for example, apprentice					
status, wage %, etc.)					
*Apprentices only need to be verified onc	e ner v	ear/ner contracto	or and once annrove	d can be used for multiple Public Works	
Note: The Requesting Contractor/Awarding also acknowledges that Journeymen wage required ratios are not met. Furthermore, is signed, and <u>ALL FIELDS</u> are completed	ng Bod es mus the OV	ly/Organization ce at be paid for time	rtifies and assures the worked during cancel	e information above is true and correct. It led or suspended time periods or when	
Signed:				Date:	
Name/Title:					
		FOR OWINN U	SE ONLY		
Date Received:					
		Initial	Ratio	Ratio Thereafter	
Occupation			per Journeymen	Apprentice(s) per Journeymen	
			1	1	
			1		
	ı				
OWINN Verified by:			Date:		

Office of the Labor Commissioner 1818 College Parkway, Suite 102 Carson City, Nevada 89706 Phone: (775) 684-1890

Fax: (775) 687-6409 E-Mail: <u>AUA@labor.nv.gov</u>

# STATE OF NEVADA Office of the Labor Commissioner

Office of the Labor Commissioner 3300 W. Sahara Ave., Suite 225 Las Vegas, Nevada 89102 Phone: (702) 486-2650 Fax: (702) 486-2660 E-Mail: AUA@labor.nv.gov

#### 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. <a href="https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text">https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text</a>

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:				
				NI\/
Address: Fax:	( )			_, NV
Contractor/Subcontractor:			_License Number: _	
Contact Person/Title:				
Address: Fax:	/ \	,,,,	<del>,</del>	
Filone. (	()	E-IVIAII.		
Please check the box for the reason for	r a Waiver Request a	nd provide/submit supp	orting documentation/e	evidence:
Yes No ☐ ☐ There are no Apprentices availa Council within the jurisdiction where t			ed by the Nevada State	Apprenticeship
Yes No ☐ ☐ The contractor or subcontractor require the skill and expertise of a great				public work that
Yes No ☐ ☐ The contractor or subcontractor request has been denied or the request				am and the
Please attach additional documentation available or cannot be provided:	on/evidence supportin	g the Waiver Request	or describe why an App	orentice is not
Contractor/Subcontractor Name	Date Waiver Submitted to Av		*Signature	
Awarding Body Printed Name/Title		*Signature	<del>j</del>	_ <del></del> Date
*By signing this form, you certify that to	the information you ha	J		
For Office of the Labor Commissioner's	•	•	•	
Waiver Request Approved:	-	equest Denied:		
		•		
Notes:				
Printed Name/Title		Signatu	re	Date
Date Received:	Da	ate Returned:		

# **Forms**

(to be used following award of bid)

- 1) Contract Form
- 2) Performance Bond
- 3) Payment Bond



# TITLE BID # BIDNUMBER PWP# PWPNUMBER

THIS CONTRACT made and entered into on this DAY day of MONTH, YEAR by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **CONTRACTORNAME**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

#### WITNESETH

WHEREAS, the City has awarded a contract to Contractor for providing material and/or performing the work hereinafter mentioned in accordance with the proposal of said Contractor;

WHEREAS, the Contractor will provide the material and/or perform the work for the compensation stated in said proposal, an amount which has been arrived at between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

#### 1. Scope of Work:

The scope of work for this contract is generally defined as **TITLE**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained within these Documents, including any and all bid documents, addenda and specifications issued by the City, are hereby incorporated by reference into this Contract.

The Contractor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therein, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

#### 2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the bid and not to exceed fee of **SAMOUNT** for the project.

A monthly progress payment in the amount of ninety-five percent (95%) of the value of the work completed may be made every thirty (30) days upon application by the Contractor and certification by the Project Manager that such work has been completed.

Partial payments will be made once each month as the work satisfactorily progresses and after acceptance



by the authorized City representative. The progress estimates shall be based upon materials in place, or on the job site and invoiced, and labor expended thereon. From the total of the amount ascertained will be deducted an amount equivalent to five percent (5%) of the whole, which five percent (5%) will be retained by the City until after completion of the entire Contract in an acceptable manner. Any time after fifty percent (50%) of the value of the work has been completed, the City will make any of the remaining partial payments in full.

No such estimates or payments shall be required to be made, when, in the judgment of the City Project Manager, the work is not proceeding in accordance with the provision of the Contract, or when in his judgment the total value of the work done since last estimate amounts to less than Five Hundred Dollars (\$500.00).

The cost of materials conforming to the plans and specifications (materials being those which are required to be contained and incorporated in a finished contract bid item) delivered to the project and not at the time incorporated in the work, may also be included in the estimate for payment. No such estimate or payment shall be construed to be an acceptance of any defective work or improper material. The Contractor shall be responsible for, and shall not remove from the project any material that has been included in the estimate for payment.

Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

#### 3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within \_\_\_\_\_\_ days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

#### 4. No Unlawful Discrimination:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without



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

Any violation of these provisions by Contractor shall constitute a material breach of contract. In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

#### 5. No Illegal Harassment:

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Contractor, its officers, employees, agents, vendors, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of contract.

#### 6. Lawful Performance:

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

#### 7. Preferences (This Section IS IS NOT Applicable to this contract):

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

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

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a



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

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

#### 8. Prevailing Wages:

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects."

The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

Questions involving the Prevailing Wage Rates for the City of Sparks should be referred to the Labor Commissioner, State of Nevada, at (775) 687-4850.

When federal money is associated with the project making the Contract subject to both state and federal wage rates, the Contractor shall not pay less than the higher rate when the two rates differ for similar kinds of labor.

- A. Posting of Minimum Wage Rates In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- B. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.
- C. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:
  - (1) The name of the worker;



- (2) The occupation of the worker;
- (3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (4) The actual per diem, wages and benefits paid to the worker.

In addition, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.
- D. The records in Section C above must be open at all reasonable hours to the inspection of the City of Sparks, and its officers and agents. A copy of the each record for each calendar Month for the General Contractor and all Sub-Contractors must be submitted to the City of Sparks no later than 15 days after the end of each month for the previous months' wages.

#### 9. Apprenticeship Utilization Act:

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

A contractor or subcontractor engaged in <u>horizontal construction</u> 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 <u>vertical construction</u> 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.



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

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

#### 10. Acceptance by the City:

It is expressly understood and agreed that all materials provided and/or work done by the Contractor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight. Nothing herein contained shall relieve the Contractor of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Contract until all work has been completed and accepted by the City.

#### 11. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

#### 12. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER CITY OF SPARKS 431 PRATER WAY PO BOX 857 SPARKS, NV 89432-0857 CONTRACTOR:
CONTRACT
CONTRACTORNAME
ADDRESS
CITY, STATE ZIP
e-mail:

#### 13. Arbitration:

Any and all disputes, controversies or claims arising under or in connection with this Contract, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in



accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

#### 14. Jurisdiction and Venue:

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

#### 15. Indemnification:

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

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

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

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

In cases of professional service agreements, requiring professional liability coverage: If the insurer by which a Consultant is insured against professional liability does not so defend the



City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the Of the Consultant.

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

#### 16. Licenses and Permits:

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All Contractors, Sub-Contractors and Suppliers doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

#### 17. Insurance:

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

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

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

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



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

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

#### **Commercial General Liability**

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

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

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

#### Minimum Limits of Insurance

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

\$2,000,000 General Aggregate Limit

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

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

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



#### Coverage Form

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

#### Additional Insured

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

#### Primary and Non-Contributory

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

#### Waiver of Subrogation

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

#### Endorsements

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

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

#### Electronic Data Liability

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to,



corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage.

#### Railroad Protective Liability

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

#### **Business Automobile Liability**

#### Minimum Limits of Insurance

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

#### Coverage Form

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

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

#### Additional Insured

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

#### **Endorsements**

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

#### Waiver of Subrogation.

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery



of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

#### Workers' Compensation and Employer's Liability

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

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

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

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

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

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

<u>Professional Liability Insurance (if Applicable)</u> \$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 mush precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

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

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

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

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

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

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

#### **ALL COVERAGES**

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the



insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

#### DEDUCTIBLES AND RETENTIONS

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

#### OTHER INSURANCE PROVISIONS

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

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

#### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

#### **VERIFICATION OF COVERAGE**

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

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

- **A.** <u>Certificate of Insurance</u>. Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- **B.** <u>Additional Insured Endorsements</u>. An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of



premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

**D.** Bonds (as Applicable). Bonds as required and/or defined in the original bid documents.

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

#### **SUBCONTRACTORS**

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

#### MISCELLANEOUS CONDITIONS

- 1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
- 2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
- 3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.
- 4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### 18. Liquidated Damages:

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the



Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) **\$AMT** for each \_\_\_\_\_\_ day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

#### 19. Material Breach of Contract:

In the event Contractor fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and Contractor's failure to cure such breach within the time specified in the notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Contractor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

#### 20. Force Majeure:

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

#### 21. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Contractor from damages owed to the City, or seek other remedy including action against all bonds. The Contractor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

#### 22. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Contractor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

#### 23. Entire Contract:

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

#### 24. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

#### 25. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision herein.



#### 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

City Attorney



	has caused this Contract to be executed by its officers has subscribed same, all on the day and year first above
(Vendor)	CITY OF SPARKS, NEVADA A Municipal Corporation
By:	By: Ed Lawson, Mayor
(Title)	_
APPROVED AS TO FORM	ATTEST:

City Clerk

### CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

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	Bid #: Bond #: Surety Rating: NV License #: Appt. Agent Countersigning - List below with address	
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		
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 (SAMOUNT), 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 the		
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 intend 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 saffactory 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 (SAMOUNT), 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	United States, being not less than one hundred percent (100%)	6) of the estimated contract cost of the work, for the payment of which
(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 (SAMOUNT), 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.  By	successors or assigns, shall in all things stand to and abide by, and agreements in the said contract and any alterations made time and in the manner therein specified, and in all respects a harmless the City of Sparks in the State of Nevada, its officer	and well and truly keep and faithfully perform the covenants, conditions as therein provided on his or their part to be kept and performed at the according to their true intent and meaning, and shall indemnify and save as and agents as therein stipulated, then this obligation shall become null
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.  By	(1) year after the completion and acceptance of the said work executors, administrators, successors or assigns shall fail to protect the said City of Sparks in the State of Nevada from loadate of acceptance of said works, and resulting from or caused work done, the obligation in the said sum of <b>WRITTENA</b>	rk, during which time, if the above bounden principal, his or its heirs, make full, complete and satisfactory repair and replacements or totally oss or damage made evident during said period of one (1) year from the d by defective materials or faulty workmanship in the prosecution of the
	terms of the contract or to the work to be performed thereunder	er or the specifications accompanying the same shall in anyway effect its
By		
By		
		Principal
		Ву
Surety		
By		Surety

## CITY OF SPARKS, NEVADA – Payment Bond – Labor & Materials

Bid #: Bond #: Surety Rating: NV License #: Appt. Agent Countersigning - List below with address	
	REAS, the City of Sparks in the State of Nevada, has awarded to cipal" a contract for Bid # BIDNUMBER, PWP # PWPNUMBER, for
	contract to furnish a Bond for the faithful and proper performance of the ating with Moody's or A.M. Best and T-Listed with the U.S. Treasury
City of Sparks in the State of Nevada, in the penal sum of W States, being not less than one hundred percent (100%) of the	as Surety, are held and firmly bound unto the <b>TRITTENAMOUNT</b> dollars (\$AMOUNT), lawful money of the United e estimated contract cost of the work for the payment of which sum well rs, administrators, and successors, jointly and severally firmly by these
executors, administrators, successors, or assigns, shall fai implements, or machinery used in, upon, for, or about the p thereon of any kind, or for amounts due under the Unemploy by the provisions of NRS 612, and provided that the claiman will pay for the same within thirty (30) calendar days an	CATION IS SUCH that if the above bounden principal, his or its heirs, I to pay for any materials, provisions, provender or other supplies, erformance of the work contracted to be done or for any work or labor ment Compensation Law with respect to such work or labor as required at shall have complied with the provisions of said law, the Surety hereon amount not exceeding the sum specified in this bond, then the above force and account. In case suit is brought upon this bond, the said Surety fourt.
The Bond shall insure to the benefit of any and all persons, give a right of action to them or their assigns in any suit broug	companies and corporations entitled to file claims under NRS 339 as to ght upon this Bond.
	ave executed this instrument under their seals this day of ch corporate party being hereto affixed and these presents duly signed by rerning body.
	Principal
	By
	Surety By