

**BID FOR**  
**2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD**

**BID # 23/24-015**

**PWP # WA-2024-221**

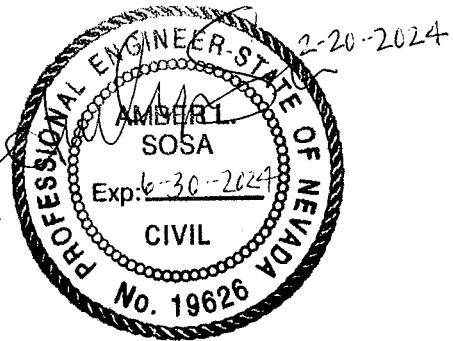
**BIDS DUE NOT LATER THAN: 1:45 PM ON MARCH 6, 2024**

**PUBLIC BID OPENING: 2:00 PM ON MARCH 6, 2024**

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



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



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

**CITY OF SPARKS**  
**NOTICE TO BIDDERS**  
**2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NRIGHBORHOOD**  
**BID # 23/24-015 / PWP # WA-2024-221**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, NO LATER THAN **1:45 PM ON MARCH 6, 2024**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Due to hybrid schedules and staff reductions, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Purchasing Office will receive bids in the lobby of City Hall beginning at 1PM on March 6, 2024. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON MARCH 6, 2024** via Zoom video/audio conferencing. Meeting # 881 0570 6442. Meeting Passcode: 058974 with a direct link of: <https://cityofsparks-us.zoom.us/j/88105706442?pwd=T22PwNlbQEA9x0akbYrryE67pdPmGY.1>

**PROJECT DESCRIPTION:** The project includes the removal and replacement of curb, gutter, sidewalk and driveway approaches, ADA ramps, roadbed modification, and placement of new asphalt paving on City streets identified within the bid document.

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

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

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

Reno Gazette Journal Legal Notices Section  
Publish Date: February 21, 2024  
Proof of publication required

## **Bidder's Checklist**

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

1. \_\_\_\_\_ Bid Item Schedule
2. \_\_\_\_\_ Bidder Information Sheets
3. \_\_\_\_\_ Subcontractor Information Form (5% list due with bid submittal)
4. \_\_\_\_\_ Acknowledgement and Execution Form
5. \_\_\_\_\_ Certification Regarding Debarment
6. \_\_\_\_\_ “Certificate of Eligibility” (Local Preference) - If bid exceeds \$250,000 and Contractor wishes to potentially apply their preference.
7. \_\_\_\_\_ Bid Bond
8. \_\_\_\_\_ Signed Bid Addenda (if applicable)

**CITY OF SPARKS  
 BID ITEM SCHEDULE**

**BID TITLE: 2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD**

**BID # 23/24-015 PWP# WA-2024-221**

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

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

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

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

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

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

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	87,263	SF	Roadbed Modification, complete in place	\$ _____ /SF	\$ _____
2	100	CY	Overexcavation of Unsuitable Material, Furnish & Place Type 1 Aggregate Base, complete and in place (CONTINGENT)	\$ _____ /CY	\$ _____
3	50	HR	Provide Root Mitigation By An ISA Certified Arborist, complete and in place (CONTINGENT)	\$ _____ /HR	\$ _____
4	3	EA	Remove and Dispose of Tree-1825 G Street, complete and in place	\$ _____ /EA	\$ _____
5	100	SF	Furnish & Install 1/2-Inch Steel Plate with Non-Skid Surface, complete and in place (CONTINGENT)	\$ _____ /SF	\$ _____
6	87,263	SF	Furnish & Place 4-Inch Plantmix Bituminous Pavement, complete and in place	\$ _____ /SF	\$ _____
7	3,775	LF	Remove Existing and Construct PCC Type I Curb and Gutter, complete and in place	\$ _____ /LF	\$ _____

8	196	SF	Remove Existing and Construct Reinforced PCC Valley Gutter and Spandrel, complete and in place.	\$ _____ /SF	\$ _____
9	10,148	SF	Remove Existing and Construct PCC Sidewalk, complete and in place	\$ _____ /SF	\$ _____
10	3,279	SF	Remove Existing and Construct PCC Residential Driveway, complete and in place	\$ _____ /SF	\$ _____
11	463	SF	Remove Existing and Construct PCC Commercial Driveway, complete and in place	\$ _____ /SF	\$ _____
12	22	EA	Remove Existing and Construct PCC ADA Accessible Ramps, complete and in place	\$ _____ /EA	\$ _____
13	4	EA	Protect and Adjust Utility Valve to Finish Grade, complete and in place	\$ _____ /EA	\$ _____
14	3	EA	Remove, Furnish & Install Survey Monuments, complete and in place	\$ _____ /EA	\$ _____
15	500	LF	Install 4-inch Solid Double Yellow Stripe (Type II Waterborne), complete and in place	\$ _____ /LF	\$ _____
16	207	LF	Install 24" Stop Bar (Thermoplastic), complete and in place	\$ _____ /LF	\$ _____
17	980	LF	Install International Crosswalk (Thermoplastic), complete and in place	\$ _____ /LF	\$ _____
18	12	EA	Install Yield Triangles (Thermoplastic), complete and in place	\$ _____ /EA	\$ _____
19	10	EA	Install 8-Foot Stop Legend, (Thermoplastic), complete and in place	\$ _____ /EA	\$ _____
20	2	EA	Install Parking Stall (Thermoplastic), complete and in place	\$ _____ /EA	\$ _____

21	866	LF	Paint Curb, complete and in place	\$ _____ /LF	\$ _____
22	6	EA	Furnish and Install New Post and Anchor, Salvage and Reinstall All Existing Sign Panels, complete and in place.	\$ _____ /EA	\$ _____
23	1	LS	Force Account	\$ 50,000.00	\$ 50,000.00

<b>Total Price for 2024 STREET REHABILITATION UNIT 2-PHASE 1 KATE SMITH NEIGHBORHOOD</b>		
<b>\$ _____</b> <b>(written total bid price)</b>		<b>\$ _____</b>

## Bidder Information

### COMPANY INFORMATION:

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

### COMPANY BACKGROUND

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

## Bidder Information

### CONTRACTOR LICENSE INFORMATION:

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

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

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



## Bidder Information

### DISCLOSURE OF PRINCIPALS:

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

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

**b) Corporation:**

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

## **Awarded Contract Information**

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

### **COMPANY INFORMATION:**

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:**

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

\_\_\_\_\_(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD, Bid # 23/24-015**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

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

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

(Printed Name of Contractor/Bidder)

Contractor/Bidder:

BY:

Firm:

Address:

City:

State / Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

(Signature of Principal)

Signature:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

State of Nevada

)

) SS.

County of \_\_\_\_\_ )

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

/Notary Public, personally appeared

Personally known to me (or proved

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

Notary's Signature:

My commission Expires:

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

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

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

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

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

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

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

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

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

## Local Preference Affidavit

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

I, \_\_\_\_\_, on behalf of the Contractor, \_\_\_\_\_, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD (Bid #23/24-015)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of \_\_\_\_\_, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

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

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

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

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

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

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

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

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

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

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

AND, WHEREAS, the Principal has submitted a bid for Bid # **23/24-015**, PWP # **WA-2024-221**, for the **2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD**.

NOW, THEREFORE,

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

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

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

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

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

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

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



# **GENERAL CONDITIONS**

## General Conditions



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### GENERAL CONDITIONS

*Please Read Carefully*

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

**Scope of Bid/Proposal:** Bids/Proposals are hereby requested for **2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD**, as per specifications herein.

**The bidder agrees that:**

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

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

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

**1. Prices:**

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

**2. Firm Prices:**

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

**3. Items Offered:**

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

**4. Brand Names:**

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

## General Conditions



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

**5. Samples:**

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

**6. Withdrawal of Bids:**

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

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

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

**8. Mistake in Bid:**

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

**9. Signature:**

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

**10. Exceptions:**

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

**11. Confidential Information:**

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

**12. Quality:**

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

## General Conditions



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### 13. **Litigation Warranty:**

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

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

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

### 15. **Performance Standards:**

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

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

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

### 17. **Warranties:**

- (a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.
- (b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

### 18. **Addenda:**

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

## General Conditions



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

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

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

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

### **20. Taxes:**

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

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

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

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

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

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

## General Conditions



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### 22. Apprenticeship Utilization Act:

Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Bidder acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Bidder acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

### 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

## General Conditions



of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

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

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

**27. Performance and Payment Bonds:**

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

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

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

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

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

**28. Indemnification:**

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

## General Conditions



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



**General Conditions**



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.

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

**Commercial General Liability**

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

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

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

***Minimum Limits of Insurance***

- \$2,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

## General Conditions



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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

## General Conditions



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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**

**General Conditions**



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

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

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

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

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

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

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

***Minimum Limits of Insurance***

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

***Coverage Form***

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

**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

## General Conditions



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

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

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

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

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

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

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

### **ALL COVERAGES**

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

### **DEDUCTIBLES AND RETENTIONS**

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

### **OTHER INSURANCE PROVISIONS**

## General Conditions



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

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

### **ACCEPTABILITY OF INSURERS**

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

### **VERIFICATION OF COVERAGE**

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

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

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

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

### **SUBCONTRACTORS**

## General Conditions



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.

### 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.

## General Conditions



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### 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.



## General Conditions



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>).

## General Conditions



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- (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:**

## General Conditions



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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:**

## General Conditions



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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

## General Conditions



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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**  
**2024 STREET REHABILITATION UNIT 2– PHASE 1 KATE SMITH NEIGHBORHOOD**  
**BID #23/24-015, PWP# WA-2024-221**

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

**SECTION 1: SCOPE OF WORK**

Workscope: The work includes but is not limited to, removal and replacement of curb, gutter, sidewalk, residential driveways, ADA ramps, drain inlets, pulverize existing roadway materials, placement of new asphalt paving, striping and traffic control on City streets identified within the bid documents. The location of the work is within the City limits of the City of Sparks, Washoe County, Nevada. For use in determining proper prevailing wage rates, the project is approximately 3.5 miles from the City of Reno Court House.

**SECTION 2: SPECIAL PROVISIONS**

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

**SECTION 3: STANDARD SPECIFICATIONS**

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

**SECTION 4: STANDARD DETAILS**

All materials furnished and work performed shall be done in accordance with the most current edition of the City of Sparks “Standard Details” located on the City’s website. For any work not specifically covered by the City’s ‘Standard Details’, the contractor shall refer to the “Standard Details for Public Works Construction” (Orange Book), and any revisions thereto if not covered or amended by the Special Provisions.

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

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated time limits. All work described in this document shall be completed within **fifty (50) working days** from the time of issuance of the Notice to Proceed. **All paving shall be completed no later than September 27, 2024.**

Within the 50 working days, **F Street between Sullivan Lane to 19<sup>th</sup> Street**, the CONTRACTOR shall complete all work which shall include but not limited to concrete removal and replacements, roadway rehabilitation including final paving, utility adjustments and striping between June 17, 2024 and August 5, 2024.

Should the Contractor fail to complete the work within these areas as outlined above, all remaining work must be completed between the hours of 9 A.M. and 3 P.M., Monday through Friday and Saturday from 8 A.M. to 5 P.M. It will be the Contractor's responsibility to coordinate with Kate Smith Elementary School for bus routes, special activities, student drop-off and pick-up and any additional safety requirements to assure proper safety to and from the school. No work shall be completed on F Street prior to June 17, 2024 unless otherwise approved by the City Project Coordinator.

#### **SECTION 6: LIQUIDATED DAMAGES**

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

- FIVE HUNDRED DOLLARS (\$500.00) for each and every working day delay after the fiftieth (50) working day completion time limit or every working day delay after the established paving completion date of **September 27, 2024**.

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

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

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

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

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

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

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

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

All work shall be done under the supervision of the City Project Coordinator acting on behalf of the City. The City Project Coordinator shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans



and specifications, acceptable fulfillment of the contract and compensation under the specifications. He shall determine the amount of work performed and materials furnished and his decision and estimate shall be final. The City Project Coordinators estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The City Project Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Engineer.

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

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

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

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

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

TRUCKEE MEADOWS WATER AUTHORITY – F STREET (west), G STREET & 20TH STREET  
WATER MAIN REPLACEMENT.

Work for this project is scheduled to be completed by late May to early June, 2024. **No work for the 2024 STREET REHABILITATION UNIT 2– PHASE 1 KATE SMITH NEIGHBORHOOD , shall commence prior to completion on the water main replacement project noted above**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 17: MEASUREMENT FOR PAYMENT**

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

#### **SECTION 18: SURFACE MOUNTED UTILITY ADJUSTMENT**

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

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

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

The CONTRACTOR will be required to video tape the entire project prior to any construction including all effected properties and staging locations. This video media will be in a DVD format and a copy of the DVD will be provided to the City. Areas near the property lines, back of sidewalk and driveways,

landscaping, mow strips, fences and edging should be videoed in great detail to avoid any damage or disputes with property owners. The CONTRACTOR will be required to replace and or repair all areas that damaged by construction activities. Areas that are in question or concern should be noted on the video and the CONTRACTOR should notify the City Project Coordinator or inspector.

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

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

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

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

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

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

The City of Spark recognizes the following legal Holidays:

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

## **SECTION 21: SUBMITTALS**

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

- New Aggregate Base
- Portland Cement Concrete Mix Design
- Asphalt Mix Design
- Cement for Roadbed Modification
- Manhole Components including Rings and Covers
- ADA Truncated Dome Warning Panel
- Concrete Curing Compound
- Pavement Markings

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

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

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

The traffic control plan shall scaled such that all proposed signage and traffic control for all streets in the entire unit can be seen on one full size (24"x 36") or half size (11"x17") plan sheet. The CONTRACTOR shall submit two (2) copies of proposed traffic control plan to the City Project Coordinator for review and comments five (5) working days prior to the pre-construction meeting. The proposed traffic control plan shall be prepared and signed by a certified TCS, retained by the CONTRACTOR.

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

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

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

The City Project Coordinator may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the CONTRACTOR. During such a suspension, the CONTRACTOR shall make passable and shall open to traffic such portions of the project under improvement and such

temporary roadways or portions thereof as may be agreed upon between the CONTRACTOR and the City Project Coordinator for the accommodation of necessary traffic during the period of suspension. The maintenance of the temporary route, replacement or renewal of any work or materials lost or damaged, removal of any work or materials and temporary maintenance shall be at the expense of the CONTRACTOR.

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

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

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

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

Construction Zone Signs shall be placed on all cross streets where traffic is to be maintained. They shall be placed a sufficient distance from the construction to give motorist's adequate warning of the construction. None of the provisions herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work, which will not interfere with the use of existing streets.

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

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

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

All construction procedures shall conform to WCDHD-AQMD standards.

Excess excavated material from trenches, manholes, catch basins or similar structures in public streets shall be removed from the site immediately. Sufficient material may remain for use as backfill, but shall

not remain during non-working hours. Forms and form lumber shall be removed from the site as soon as practical after stripping. No screening of excavated material will be allowed in the street. The CONTRACTOR shall remove all trash from the site in a timely manner. At no time shall the CONTRACTOR permit disposal of trash in any excavation.

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 26: EXISTING DRIVEWAYS**

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

**SECTION 27: GARBAGE PICK UP**

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

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

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

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

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

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

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

Construction staking for curb & gutter (runs over 75 linear feet), utilities, centerline monument establishment, compaction testing, asphalt and concrete testing will be provided by the City. Twenty-four (24) hour notice must be given by the CONTRACTOR to the City Project Coordinator or Inspector prior to any staking and/or testing.

**SECTION 30: CONSTRUCTION PHASING**

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

**BID ITEM CLARIFICATIONS**  
**2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD**  
**BID #23/24-015, PWP# WA-2024-221**

**BID ITEM 1 ~ Roadbed Modification**

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, pulverizing the existing asphalt concrete pavement and existing base to a depth of ten inches (10”), haul away excess material to accommodate four inches (4”) of plantmix bituminous pavement, process and blend the pulverized material and cement modifier, at a rate of four and a half (4.5%) to a depth of six inches (6”), compact, finish grade and cure with a cross slope of not less than two percent (2%) nor greater than three percent (3%).

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

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

**BID ITEM 2 ~ Over-excavation of Unsuitable Material, Furnish & Place Type 1 Aggregate Base, (CONTINGENT)**

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

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

**BID ITEM 3 ~ Provide Root Mitigation By An Isa Certified Arborist (CONTINGENT)**

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

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

**BID ITEM 4 ~ Remove and Dispose of Tree – 1825 G Street**

This item of work will consist of all labor, equipment, materials and incidentals necessary for the removal of an existing tree at locations indicated in the field by the City Project Coordinator. This item includes, but is not limited to, the removal of the existing tree in its entirety, including tree roots and stumps, disposal of material and use of native material to back fill any hole resulting from the removal.



Any existing improvements adjacent to the tree being removed that are displaced or damaged, i.e. sod, sprinkler systems, signs, mailboxes, other facilities or appurtenances shall be replaced or restored to the original position and condition prevailing prior to the start of operations at the Contractor's expense.

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

**BID ITEM 5 ~ Furnish & Install 1/2-Inch Steel Plate with Non-Skid Surface (CONTINGENT)**

This item of work will consist of all labor, equipment, materials and incidentals necessary for the installation of 1/2-inch steel plates in root mitigation areas that are recommended by the Contractors Certified Arborist and approved by the City of Sparks Assistant Public Works Manager. Placement of 1/2-inch steel plate shall be considered a contingent item and will not be subject to the 25% rule that is outlined within the Orange Book section 153.00.

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

**BID ITEM 6 ~ Furnish & Place 4-Inch Plantmix Bituminous Pavement**

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

The plantmix bituminous pavement shall be either:

**OPTION 1**

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

**OPTION 2**

Two-inches (2") of Type 2, 50 blow, 4% air void mix using PG64-28NV asphalt cement for bottom lift and Two-inches (2") Type 3, 50 blow, 3% air void mix using PG64-28NV asphalt cement for top lift.

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

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

**BID ITEM 7 ~ Remove Existing and Construct PCC Type 1 Curb And Gutter**

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

Curb and gutter removal and replacements outside of the "pulverize and construct asphalt concrete pavement" shall be "neat line" sawcut at the existing asphalt pavement.

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

**BID ITEM 8 ~ Remove Existing and Construct Reinforced PCC Valley Gutter and Spandrel**

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

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

**BID ITEM 9 ~ Remove Existing and Construct PCC Sidewalk**

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

Any existing improvements adjacent to new or replaced sidewalk that are displaced or damaged, i.e. sod, sprinkler systems, signs, mailboxes, trees, shrubs, pavers, other facilities or appurtenances shall be replaced or restored to the original position and condition prevailing prior to the start of operations at the Contractor's expense. This includes reinstallation of paver blocks, or similar materials, and any subgrade preparation that may be required.

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

**BID ITEM 10 ~ Remove Existing and Construct PCC Residential Driveway Approach**

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

Any existing improvements adjacent to new or replaced driveways that are displaced or damaged, i.e. sod, sprinkler systems, signs, mailboxes, trees, shrubs, other facilities or appurtenances shall be replaced or restored to the original position and condition prevailing prior to the start of operations at the Contractor's expense.

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

**BID ITEM 11 ~ Remove Existing and Construct PCC Commercial Driveway Approach**

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

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

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

#### **BID ITEM 12 ~ Remove Existing and Construct PCC ADA Accessible Ramps**

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, excavation and disposal up to 20 feet of existing curb, gutter and sidewalk, along with any unsuitable sub grade material including existing base, installation of new Type 2 aggregate base to a depth of six inches (6"), and placement of a new 4-foot wide ADA access ramp including truncated domes and any needed curbing on the back edge of the walkway per Standard Specifications and Details. Included in this bid item shall be the replacement of the curb and gutter adjacent to the front side of the ADA access ramp from the top of each wing. Also included in this item is the removal of any existing landscaping or materials necessary for the placement of the new ADA Accessible Ramp and disposal of those materials. Placement of bituminous plantmix pavement transition patches, as necessary, shall be included in this item at no additional charge to the Agency.

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

#### **BID ITEMS 13 ~ Protect and Adjust Utility Valve To Finish Grade**

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

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

#### **BID ITEM 14 ~ Remove, Furnish & Install Survey Monuments**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, removing and installing of survey monuments per Standard Specifications and Details. The

Contractor will be required to supply new brass survey pins, new survey street cans and installation of monuments. The City of Sparks will be responsible for all survey work.

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

**BID ITEM 15 ~ Install 4-inch Solid Double Yellow Stripe (Type II Waterborne)**

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

All traffic paint shall have two (2) coats per application with a minimum dry thickness of 10 Mil (0.010) per coat. The final dry thickness of both the first and second coat of paint shall be a minimum of 20 Mil's of the designated material placed. The second coat of paint may be placed once the first coat is completely dry to the touch unless otherwise directed by the City Project Coordinator.

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

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

**BID ITEM 16 & 17 ~ Install Stop Bar & Install International Crosswalk (Thermoplastic)**

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

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

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

**BID ITEM 18 ~ Install Yield Triangles (Thermoplastic)**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, installation of yield triangles. Work shall include, but not be limited to surface preparation, priming, application, surveying layout, and incidentals necessary for a complete installation.

Quantity for payment for this item will be per each, complete, in place for actual quantities measured in the field.

**BID ITEM 19 & 20 ~ Preformed Pavement Markings (Thermoplastic)**

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

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

**BID ITEM 21 ~ Paint Curb**

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

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

**BID ITEM 22 ~ Furnish and Install New Post and Anchor, Salvage and Reinstall All Existing Sign Panels**

This item of work shall consist of all labor, equipment, materials, and incidentals necessary but limited to, removal of existing materials required and provide all necessary materials for proper installation of signs including sign materials, anchors and posts. Protect and reinstall designated signs, as directed by the plans for salvage.

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

**BID ITEM 23 ~ Force Account**

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

The lump sum unit price bid amount of \$50,000.00 for Bid Item 23 shall be the same for all bidders in accordance with the bid schedule.

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

**TECHNICAL SPECIFICATIONS**  
**2024 STREET REHABILITATION UNIT 2 – PHASE 1 KATE SMITH NEIGHBORHOOD**  
**BID #23/24-015, PWP# WA-2024-221**

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

**300 CLEARING AND GRUBBING**

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

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

**301 REMOVAL OF EXISTING IMPROVEMENTS**

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

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

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

Existing facilities whether above or below grade shall be protected from damage by the Contractor's operations. Any damage shall be repaired to the satisfaction of the City Project Coordinator at the Contractor's expense.

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

appropriate bid item.

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

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

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

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

### **302 SUBGRADE PREPARATION**

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

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

### **308 AGGREGATE BASE COURSES**

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

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

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

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

### **309 CEMENT TREATED BASE**

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

#### **Cement Treated Recycled Aggregate Base**

<b>Sieve Size</b>	<b>Percent Passing (%)</b>
2"	100%

No. 200		0-12
<b>Test</b>	<b>Test Method</b>	<b>Requirement</b>
Resistance (R) Value	ASTM D2844	70 Minimum

The pulverized material shall be rolled with a pneumatic tired roller and rough graded to base grade ( $\pm 1$  inch). The CONTRACTOR shall maintain the pulverized surface in an acceptable condition until the mixing operations begin. Pulverization shall be restricted to half the roadway width at a time, or one lane at a time for more than a 2-lane road unless otherwise approved by the City Project Coordinator. The CONTRACTOR shall shape and compact the pulverized material to an acceptable condition. The CONTRACTOR shall maintain the compacted pulverized material in an acceptable condition until mixing operations are complete.

### 309.03 Construction.

#### 309.03.01 Mixing — Roadmix Method.

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

Portland cement shall be added to the pulverized material at a rate of **four and a half (4-1/2%) percent** dry weight of pulverized material. Portland cement may be Type I, Type IP “blended”, Type II, or Type V. The limitation on the amount of alkali in cements is not applicable. All cement shall be furnished in bulk. The cement shall be distributed, by mechanical equipment, on the pulverized material in a layer of uniform thickness. The cement shall be added in a dry state. The CONTRACTOR shall exercise every precaution to prevent loss of material due to wind or other means. The CONTRACTOR shall calibrate each load in the spreading equipment such that the average rate of spread can be verified. The rate of application shall not vary by more than 10 percent from the rate specified above. The cement shall be spread on the pulverized material at a distance ahead of the road mixing operations approved by the city’s inspection representative.

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

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

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

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

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



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

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

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

#### **309.03.08 Protection and Curing.**

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

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

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

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

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

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

- a. In all instances curb and gutter is being removed and replaced on an adjacent roadway the Contractor shall match the existing top of curb and maintain the flow line of the gutter. If the curb height varies, there shall be NO Direct Payment for the additional work and materials to match the existing curb section on either side of the removed item

- b. The replacement of all disturbed landscaping and irrigation, in kind, and any plantmix bituminous pavement patching shall be included in the bid price for the curb and gutter, sidewalk, and ADA accessible ramps.

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

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

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

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

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

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

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

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

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

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

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

## **320 PLANTMIX BITUMINOUS PAVEMENT**

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

Plantmix Bituminous Pavement shall be Type 3 aggregate, 50 Blow, 3% air voids (All Top Lifts and/or Bottom Lift) and/or Type 2 aggregate, 50 Blow, 4% air voids (Bottom Lift Only) with lime per NDOT Marination Method shall be used for all asphalt hot mix for this project. Type of material used shall be depended on the option chosen for Bid Item #6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 333 LANDSCAPING

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

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

### 335 CLEANUP

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

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

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

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

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

### **336 INSPECTION AND TESTING**

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

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

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

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

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

### **349 TRAFFIC CONTROL**

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

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

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

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

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

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

A minimum of two (2) working days written notification shall be given to adjacent residents, businesses, Police and Fire Departments, paramedic/ambulance services, Waste Management, and the City Project Coordinator, of planned street closures and when parking restrictions are required. Where work is being performed along Citifare bus routes, the Regional Transportation Commission shall also be notified in similar fashion. Such notification shall be made separately for each work site and shall be made each time work commences at that site when operations are intermittent. This notification shall state the date work will commence and the hours and days to be worked. When construction will necessitate traffic control affecting access to any hospital, forty-eight (48) hours notification and coordination will be given in person mutually by the Contractor and the City Project Coordinator.

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

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

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

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

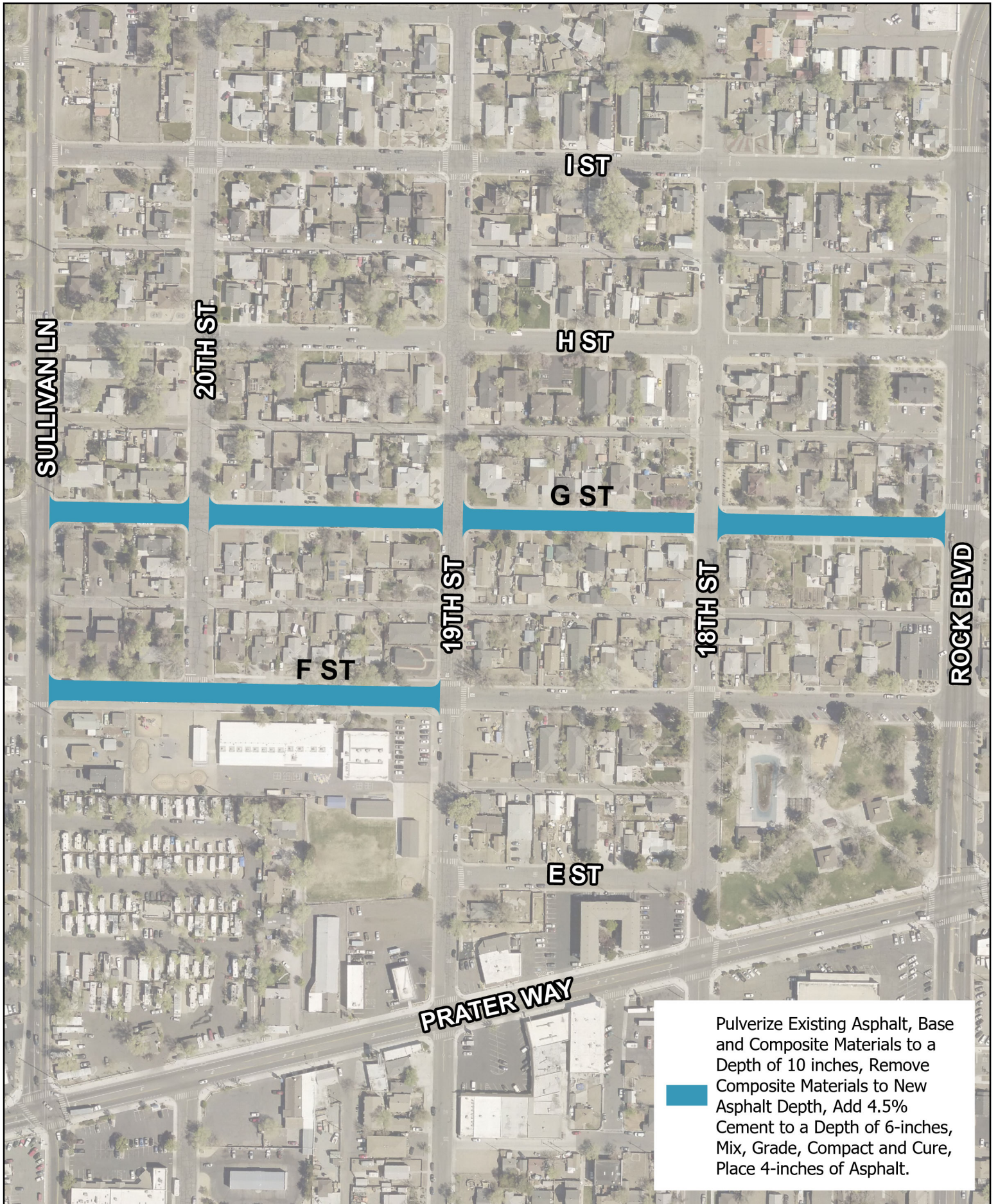
The Contractor shall notify Sparks Dispatch, (775) 353-2231, 24 hours prior to any scheduled detour.

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

The approval by the City Project Coordinator of the submitted Traffic Control Plan shall in no way relieve the Contractor of his responsibility for safety requirements conforming to Section 22 of the

Special Provisions. Failure to comply with any specification herein or with direction from the City Project Coordinator may result in a stoppage of work until compliance is restored.

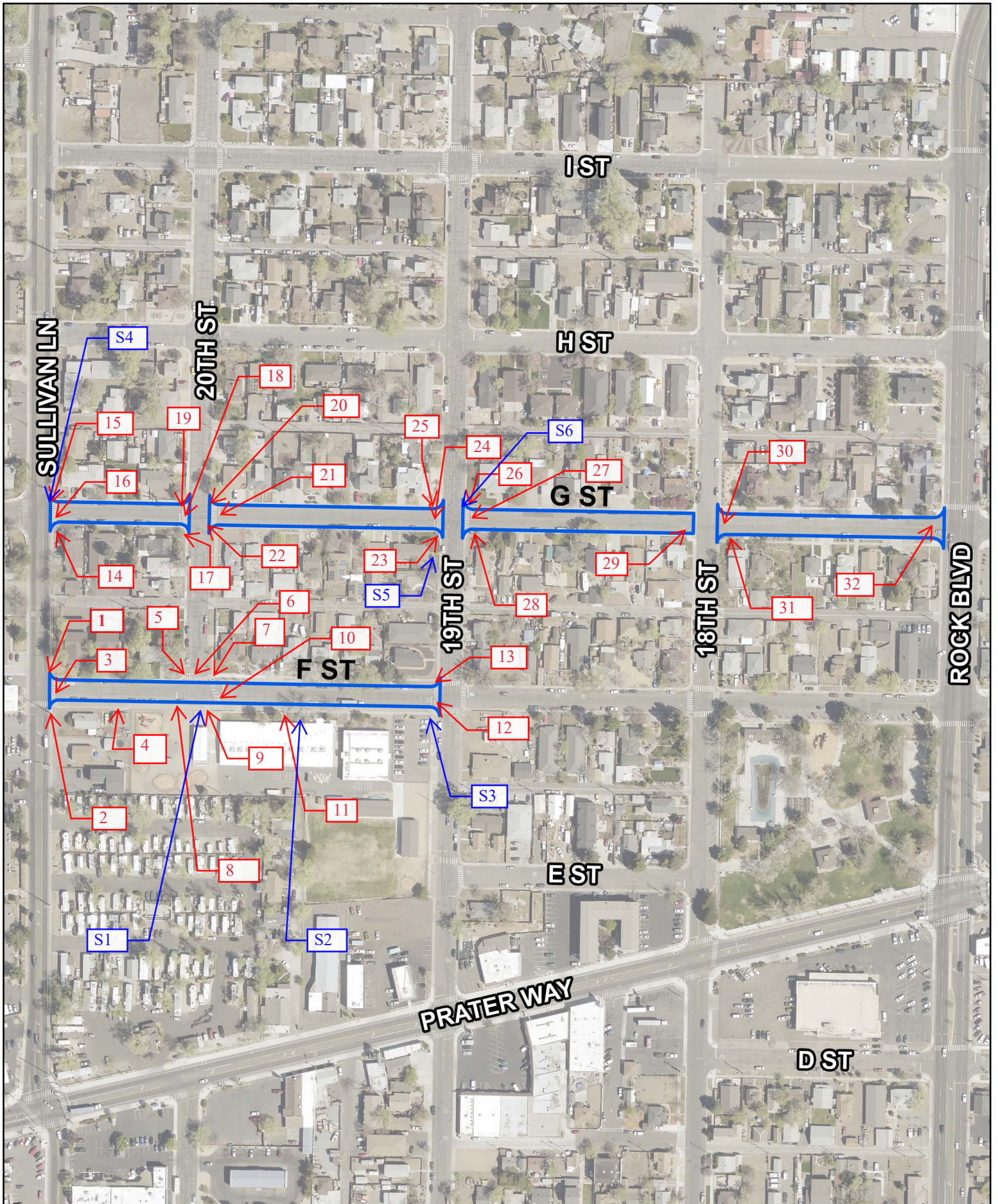
**349.04 Measurement of Quantities and Basis of Payment.** There shall be NO DIRECT PAYMENT for Traffic Control. Compensation shall be deemed included in other items of work.



Pulverize Existing Asphalt, Base and Composite Materials to a Depth of 10 inches, Remove Composite Materials to New Asphalt Depth, Add 4.5% Cement to a Depth of 6-inches, Mix, Grade, Compact and Cure, Place 4-inches of Asphalt.







## STRIPING LEGEND

1. 31 lf Red Curb
2. 40 lf Red Curb
3. 19 lf 24-inch Stop Bar, 110 lf International Crosswalk, 50 lf 4-inch Double Yellow, 1-STOP
4. 20 lf Red Curb (10-feet either side of driveway)
5. 25 lf Red Curb
6. 20 lf 24-inch Stop Bar, 110 lf International Crosswalk
7. 125 lf Red Curb
8. 6 ea Yield Triangles
9. 446 lf Curb Paint (Starting 10' west of power pole - 50 lf Red; 95 lf Yellow; 21 lf Red; 25 lf Blue; 72 lf Yellow; 20 lf Red; 125 lf Yellow; 38 lf Red)
10. 6 ea Yield Triangles
11. Parking Stall (2 ea - "L" brackets)
12. 19 lf 24-inch Stop Bar, 110 lf International Crosswalk, 50 lf 4-inch Double Yellow, 1-STOP
13. 16 lf Red Curb
14. 30 lf Red Curb
15. 28 lf Red Curb
16. 18 lf 24-inch Stop Bar, 100 lf International Crosswalk, 50 lf 4-inch Double Yellow, 1-STOP
17. 23 lf Red Curb
18. 20 lf 24-inch Stop Bar, 110 lf International Crosswalk, 50 lf 4-inch Double Yellow, 1-STOP
19. 21 lf Red Curb
20. 18 lf Red Curb
21. 19 lf 24-inch Stop Bar, 110 lf International Crosswalk, 50 lf 4-inch Double Yellow, 1-STOP
22. 27 lf Red Curb
23. 28 lf Red Curb
24. 19 lf 24-inch Stop Bar, 110 lf International Crosswalk, 50 lf 4-inch Double Yellow, 1-STOP
25. 16 lf Red Curb
26. 26 lf Red Curb
27. 19 lf 24-inch Stop Bar, 110 lf International Crosswalk, 50 lf 4-inch Double Yellow, 1-STOP
28. 21 lf Red Curb
29. 18 lf 24-inch Stop Bar, 50 lf 4-inch Double Yellow, 1-STOP
30. 18 lf 24-inch Stop Bar, 50 lf 4-inch Double Yellow, 1-STOP
31. 15 lf Red Curb (7.5-feet either side of hydrant)
32. 18 lf 24-inch Stop Bar, 50 lf 4-inch Double Yellow, 1-STOP

## SIGNAGE LEGEND

- S1. Furnish and Install New Post and Anchor, Salvage and Reinstall, Existing Sign Panels - Pedestrian Crossing with separate arrow
- S2. Furnish and Install New Post and Anchor, Salvage and Reinstall, Existing Sign Panels - Handicap Parking and Student pick Up
- S3. Furnish and Install New Post and Anchor, Salvage and Reinstall, Existing Sign Panels - STOP and 4-way
- S4. Furnish and Install New Post and Anchor, Salvage and Reinstall, Existing Sign Panels - STOP and Street Names
- S5. Furnish and Install New Post and Anchor, Salvage and Reinstall, Existing Sign Panels - STOP
- S6. Furnish and Install New Post and Anchor, Salvage and Reinstall, Existing Sign Panels - STOP and Street Names

SULLIVAN LN

ROCK BLVD



# GEOTECHNICAL INVESTIGATION REPORT

CITY OF SPARKS FY24 UNIT 2  
SPARKS, NV

11500.154

FEBRUARY 2024

**PREPARED FOR:**

CITY OF SPARKS  
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- Appendix B – Soils Laboratory Test Results
- Appendix C – Pavement Calculations
- Appendix D – Cement Treated Pulverized Asphalt/Base/Subgrade Mix Design

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## **1.0 INTRODUCTION**

This report presents the results of Lumos & Associates, Inc.'s Geotechnical Analysis for the proposed roadway rehabilitation project located in Sparks, NV. A vicinity map is included as Plate 1 and a site map is included as Plate 2.

It is our understanding that the proposed project will consist of roadway reconstruction. Roadway reconstruction operations include asphalt pavement replacement and roadbed modification on the existing asphalt, aggregate base, and/or underlying soils. Plate 2 shows the project streets scheduled for reconstruction. We have assumed that final grades at the site will be approximately the same as the existing grades.

The purpose of our investigation was to characterize the site geology and soil conditions, describe the native soils and determine their engineering properties as they relate to the proposed construction. The investigation was also intended to identify possible adverse geologic, soil, and/or water table conditions. However, this study did not include an environmental assessment or an evaluation for soil and/or groundwater contamination at the site.

This report concludes with recommendations for pavement design. In addition, information such as logs of all explorations (Appendix A) and laboratory test data (Appendix B) are provided in this report.

## 2.0 GEOLOGIC SETTING

The proposed project is located in the northeastern section of the Truckee Meadows, a broad valley bounded on the west by the tall granitic and volcanic peaks of the Sierra Nevada Mountains (Carson Range), and on the east by the by the lower volcanic peaks of the Virginia and Pah Rah Range. Younger volcanic hills also bound the valley on the north and south. Faults bound the valley from the mountains as is typical of the Basin and Range province. Sediments have filled the valley from a number of tributaries and ancestral lakes during the Quaternary period (2 million years ago to present day). The dominant sediment source has been and continues to be, the Truckee River and its ancestral counterparts. Stream deposits were particularly voluminous after glacial periods. Since the end of the last glacial period, some 10,000 years ago, arid erosional forces combined with faulting have been the predominant processes to shape the region. These processes have created large alluvial fans that surround the valley floor of the Truckee Meadows.

In 2011 the near surface geology of the Reno/Sparks area was mapped by Ramelli, Henry, and Walker. Their mapping shows undivided younger and older Tahoe age fluvial deposits (Qrt) and Tioga age fluvial deposits (Qr2) underlie the site. Both of these deposits are Truckee River deposits which generally are comprised of poorly bedded gravels, sands, and fine grained soils. Plate 3 shows their mapping.

### **3.0 SITE CONDITIONS AND FIELD EXPLORATION**

At the time of our investigation the project roadways had been previously paved with asphalt concrete. Where visible, the project streets generally had moderate alligator cracking, moderate surface wear, and moderate block cracking.

The current field investigation included a subsurface exploration. The location of the subsurface explorations were determined by using existing features at the site. Therefore, the approximate location of the subsurface explorations should be considered accurate only to the degree implied by the methods used.

Our subsurface investigation included two (2) test pits located within the project streets. Test pit explorations were excavated to a maximum depth of four and one half (4.5) feet below existing grade (b.e.g.). Additionally, three (3) core hole explorations were conducted within the existing project streets. Core hole explorations were dug to a maximum depth of two (2) feet. The locations of the exploratory excavations within the proposed site are shown on Plate 2. The subsurface soils were continuously logged and visually classified in the field by our Geotechnician in accordance with the Unified Soil Classification System (USCS). Representative soil samples were collected at each material change within the test pit and core hole locations. Soil samples were subsequently transported to our Reno geotechnical laboratory for testing and additional analysis.

The native soils encountered consisted generally of clayey sands (SC), silty sands (SM), and poorly graded gravels with clay (GP-GC). Aggregate base was only encountered in four of the five explorations. Table 1 presents the existing pavement sections within the project streets.

**TABLE 1  
THICKNESSES OF EXISTING PAVEMENT SECTIONS**

<b>Exploration</b>	<b>Asphalt (inches)</b>	<b>Direct Supporting Layer (inches)</b>	<b>Subgrade</b>	<b>Exploration</b>	<b>Asphalt (inches)</b>	<b>Direct Supporting Layer (inches)</b>	<b>Subgrade</b>
Core #5	3	5 (Base)	SM & SC	Test Pit #3	5	7 (Base)	GP-GC
Core #6	4	4 (SM)	SM & SC	Test Pit #9	4.5	5 (Base)	GP-GC
Core #9	5	2 (Base)	SC & SM	-	-	-	-

## 4.0 FIELD AND LABORATORY TEST DATA

Laboratory tests performed on representative samples included sieve analysis (including fines), Atterberg limits, R-value, expansion index, and sulfate content. Much of this data is displayed on the “logs” of the subsurface explorations to facilitate correlation. Field descriptions presented on the logs have been modified, where appropriate, to reflect laboratory test results. The logs of the subsurface explorations are included in Appendix A of this report as Plates A-1 through A-5. A key to the logs, explaining the symbols and nomenclature, is included as Plate A-6.

Individual laboratory test results are presented in Appendix B as Plates B-1 through B-4. Laboratory testing was performed per ASTM standards, except when test procedures are briefly described and no ASTM standard is specifically referenced in the report. Atterberg limits were determined using the dry method of preparation.

**4.1 Analytical Testing:** Western Environmental Testing Laboratory (WET Lab) of Sparks, Nevada conducted the sulfate content laboratory testing. Test results are included (on WET Lab letterhead) in Appendix B on Plate B-4.

Laboratory prepared cement treated pulverized asphalt/base/subgrade compression specimens were compacted and tested. Specimens were comprised of thirty-five percent (35%) pulverized asphalt, thirty percent (30%) aggregate base, twenty-five percent (25%) silty sand, and ten percent (10%) clayey sand in order to simulate the existing pavement section. Specimen cement contents were 2%, 4%, and 6% by dry weight of the maximum dry density. Cement treated materials compression results are provided in Appendix D.

The soil samples obtained during this investigation will be held in our laboratory for 30 days from the date of this report. The samples may be retained longer at an additional cost to the client or obtained from this office upon request.



## 5.0 DISCUSSION AND RECOMMENDATIONS

### 5.1 General

The following recommendations are based upon the construction and our understanding and assumptions of the proposed improvements, as outlined in the introduction of this report, and based on our findings during the field exploration and laboratory testing phases of this project. If changes in the construction project are proposed, they should be presented to Lumos & Associates, Inc. Geotechnical Department, so that the recommendations provided herein can be reviewed and modified as necessary. As a minimum, final construction drawings should be submitted to the Lumos Geotechnical Department for review prior to actual construction and verification that our geotechnical design recommendations have been implemented.

### 5.2 General Site Grading

#### 5.2.1 Clearing and Grubbing

Prior to placement of fill and/or the proposed improvements, the areas to receive fill and/or improvements shall be cleared and grubbed. Clearing and grubbing is not anticipated under the existing roadway. Clearing and grubbing may be required if improvements will be placed outside of the existing roadway. Where required, clearing and grubbing is anticipated to be as much as six (6) inches, or more, where thicker vegetation/roots are present.

Root- or organic-laden soils encountered during excavations, should be stockpiled in a designated area on site for later use in landscaping, or removed off site as directed by the owner. Excavated soils free from any organics, debris or otherwise unsuitable material and with particles no larger than four (4) inches in maximum dimension may be stockpiled and moisture conditioned for later use as compacted fill provided it meets the criteria for structural fill soils.

Exposed excavation surfaces to support any of the proposed improvements should be observed and approved by a Lumos representative. Upon re-compaction and prior to placing any fill, the re-compacted surface should be proof-rolled to identify any possible yielding surfaces. Proof-rolling should be conducted with a heavy rubber-tire loader with a fully loaded bucket, or a fully loaded water truck, and observed and approved by a Lumos representative.

### 5.2.2 Unsuitable Subgrade Mitigation

Unstable conditions due to yielding and/or pumping soils may be encountered on site. Additionally, the exposed soils may yield or pump under heavy equipment loads or where vibratory equipment draws up water. If yielding or pumping conditions are encountered, the soils should be scarified in place, allowed to dry as necessary and re-compacted, where applicable. Alternatively, the unsuitable or saturated soil should be removed, the exposed surface leveled and compacted/tamped as much as practical without causing further pumping, and covered (including the sides) with geotextile stabilizing fabric (Mirafi HP370 or other equivalent). The fabric should then be covered with at least twelve (12) inches of four (4) to six (6) inch **angular rock fill** with enough fines to fill the inter-rock pore spaces. Placement should be by end dumping. No traffic or other action should be allowed over the fabric, which may cause it to deflect/deform prior to cobble placement. Test sections should be used to determine the minimum thickness and/or number of layers required for stabilization.

Stabilization should be evaluated by proof-rolling standards commensurate with the equipment used, and approved by a Lumos representative. The placement of the stabilizing rock-fill may require additional over-excavation to maintain appropriate grading elevations. A filter fabric (Mirafi 180N or equal) should also be placed over the cobble rock fill to prevent piping of fines from covering soils into the stabilizing rock matrix.

**5.2.3 Structural Fill**

Properly compacted structural fill soils to be used on site should consist of non-expansive materials (LL less than 35 and/or a PI less than 12 and/or Expansion Index less than 20), have an R-Value of at least 30, should be free of contaminants, organics (less than two percent (2%)), rubble, or natural rock larger than three inches in largest dimension. All structural fill soils shall also be non-corrosive and have a water soluble sulfate content of less than 0.1%. Structural fill soils shall also meet the following gradation requirements (Table 1):

**TABLE 2  
STRUCTURAL FILL BACKFILL GRADATION**

Sieve Size	% Passing
4"	100
¾"	70 - 100
#40	15 - 65
#200	5 – 35

Import structural fill soils should be tested and approved prior to being placed or delivered on-site (**seven day advanced notice**).

Prior to placement of structural fill, the site subgrade shall be scarified to a depth of twelve (12) inches, moisture conditioned to within two percent (2%) of optimum, and re-compacted to a minimum of **ninety percent (90%)** as determined by the ASTM D1557 Standard.

Structural fill should be placed only on compacted sub-grade or on compacted fill in loose lifts not exceeding eight (8) inches, moisture conditioned to within two percent (2%) of optimum, and compacted to at least **ninety percent (90%)** relative compaction as determined by the ASTM D1557 Standard. Lift thickness may be increased, at the discretion of the Geotechnical Engineer, provided the contractor can demonstrate that adequate compaction is being achieved.

Fill material should not be placed, spread or compacted while the ground is frozen or during unfavorable weather conditions. When site grading is interrupted by heavy rain or snow, grading or filling operations should not resume until a Lumos representative approves the moisture content and density conditions of the subgrade or previously placed fill.

Landscape areas should be cleared of all objectionable material. In cut areas, no other work is necessary except grading to proper elevation. In landscape areas, fill should be placed in loose lifts not exceeding eight inches and compacted to at least **ninety percent (90%)** relative compaction to prevent erosion.

Water should not be allowed to pond on pavements or adjacent to structures, and measures should be taken to reduce surface water infiltration into the subgrade soils. A representative of Lumos should be present during site grading operations to ensure any unforeseen or concealed conditions within the site are identified and properly mitigated, and to test and observe earthwork construction. This testing and observation is an integral part of our service as acceptance of earthwork construction is dependent upon compaction and stability of the subgrade soils. The soils engineer may reject any material that does not meet engineering characteristics, compaction, and stability requirements. Further, recommendations of this report are based upon the assumption that earthwork construction will conform to recommendations set forth in this section of the report.

## **6.0 PAVEMENT DESIGN**

### **6.1 Pulverization, Cement Treatment, and Asphalt Concrete**

Lumos recommends pulverizing the existing asphalt, aggregate base, and/or subgrade soils to a depth of ten (10) inches. The pavement structural section was determined for the asphalt concrete utilizing a resistance value (R-Value) of 14 (Native Poorly Graded Gravel with Clay and Sand) and an R-Value of 80 for the cement treated recycled aggregate base. For this project, we have assumed a Traffic Index (TI) value of 5 due to the anticipated low traffic volume. Refer to Table 3 for the recommended asphalt pavement section. The pulverized material shall meet the gradation requirements of Type 1 Recycled Aggregate Base. The pulverized material shall be regraded to accommodate four (4) inches of asphalt. The remaining six (6) inches of pulverized material shall be cement treated. The regraded pulverized material shall be moisture conditioned to at least two percent (2%) over optimum, four and one-half percent (4.5%) cement added by dry weight of aggregate, and compacted to a minimum of **ninety-five percent (95%)** relative density of the ASTM D1557 standard. The compacted cement treated pulverized material shall be sealed with a coat of CSS applied at a rate of between 0.15 gallons to 0.25 gallon per square-yard within twenty-four (24) hours of compaction. The cement treated pulverized material shall be kept moist until the cure seal is placed. Following placement of the cure the prepared material shall be allowed to cure for a minimum of seven (7) days and reach a compressive strength of at least three-hundred pounds per square inch (300 psi) prior to paving. Immediately prior to paving, the cement treated pulverized materials shall be "microcracked", utilizing a vibratory roller. Microcracking shall be completed prior to paving and to the satisfaction of the Geotechnical Engineer. See Appendix C and D for the Pavement Calculations and Cement Treated Specimen Compression Test Data.

**TABLE 3  
PULVERIZATION REQUIREMENTS AND PAVEMENT STRUCTURAL SECTION**

<b>TRAFFIC INDEX</b>	<b>PULVERIZATION DEPTH</b>	<b>CEMENT TREATED RECYCLED BASE THICKNESS</b>	<b>ASPHALT THICKNESS</b>
5	10"	6"	4"

We recommend a Type III, PG64-28NV, 50 blow Marshall mix targeting three percent (3%) air voids. The asphalt concrete shall be compacted to between ninety-three percent (93%) and ninety-eight percent (98%) of the theoretical maximum ("Rice") specific gravity.

### **7.0 CORROSION AND CHEMICAL ATTACK**

Tested soils have a mild sulfate content of 23 parts per million. However, Type II cement (meeting ASTM C150) is recommended for all concrete and cement in direct contact with on-site soil.

All exterior concrete should have between four and one half and seven and one-half percent (4.5%-7.5%) entrained air, a maximum water-cement ratio of 0.45 and comply with all other ACI recommendations for concrete placed in areas subject to freezing. A minimum compressive strength of 4,000 psi is recommended for all external concrete. All concrete shall be placed pursuant to ACI recommendations.

## **8.0 MOISTURE PROTECTION, EROSION AND DRAINAGE**

The finish surfaces around all structures should slope away from the foundations and toward appropriate drop inlets or other surface drainage devices. It is recommended that within ten feet of any structure a minimum slope of five percent (5%) be used for soil subgrade and a minimum of one percent (1%) be used for pavement. These grades should be maintained for the life of the structures.

## **9.0 CONSTRUCTION SPECIFICATIONS**

All work shall be governed by the latest adopted revision of the Standard Specifications and Standard Details for Public Works Construction, as distributed by The City of Sparks, except as modified herein.

## 10.0 LIMITATIONS

This report has been prepared in accordance with the currently accepted engineering practices in Northern Nevada and Northern California. The analysis and recommendations in this report are based upon exploration performed at the locations shown on the site plan, the proposed improvements as described in the Introduction section of this report and upon the property in its condition as of the date of this report. Lumos makes no guarantee as to the continuity of conditions as subsurface variations may occur between or beyond exploration points and over time. Any subsurface variations encountered during construction should be immediately reported to Lumos so that, if necessary, Lumos' recommendations may be modified.

This report has been prepared for and provided directly to The City of Sparks ("The Client"), and any and all use of this report is expressly limited to the exclusive use of the Client. The Client is responsible for determining who, if anyone, shall be provided this report, including any designers and subcontractors whose work is related to this project. Should the Client decide to provide this report to any other individual or entity, Lumos shall not be held liable for any use by those individuals or entities to whom this report is provided. The Client agrees to indemnify, defend and hold harmless Lumos, its agents and employees from any claims resulting from unauthorized users.

If this report is utilized in the preparation of an Engineer's Estimate of Probable Construction Costs, then the preparer of the estimate acknowledges that the report recommendations are based on the subsurface conditions found at the specific locations investigated on site; that subsurface conditions may vary outside these locations; and that no guaranty or warranty, express or implied, is made that the conditions encountered are representative of the entire site. The preparer of the estimate agrees to indemnify, defend and hold harmless Lumos & Associates, its agents and employees from any and all claims, causes of action or liability arising from any claims resulting from the use of the report in the preparation of an Engineer's Cost Estimate.



## GEOTECHNICAL INVESTIGATION REPORT

This report is not intended for, nor should be utilized for, bidding purposes. If it is utilized for bidding purposes, Client acknowledges that the report recommendations are based on the subsurface conditions found at the specific locations investigated on site; that subsurface conditions may vary outside these locations; and that no guaranty or warranty, express or implied, is made that the conditions encountered are representative of the entire site. The Client agrees to indemnify, defend and hold harmless Lumos & Associates, Inc., its agents and employees from any and all claims, causes or action or liability arising from any claims resulting from the use of the report for bidding purposes.

As explained above, subsurface variations may exist and as such, beyond the express findings located in this report, no warranties express, or implied, are made by this report. No affirmation of fact, including but not limited to statements regarding suitability for use of performance shall be deemed to be a warranty or guaranty for any purpose.



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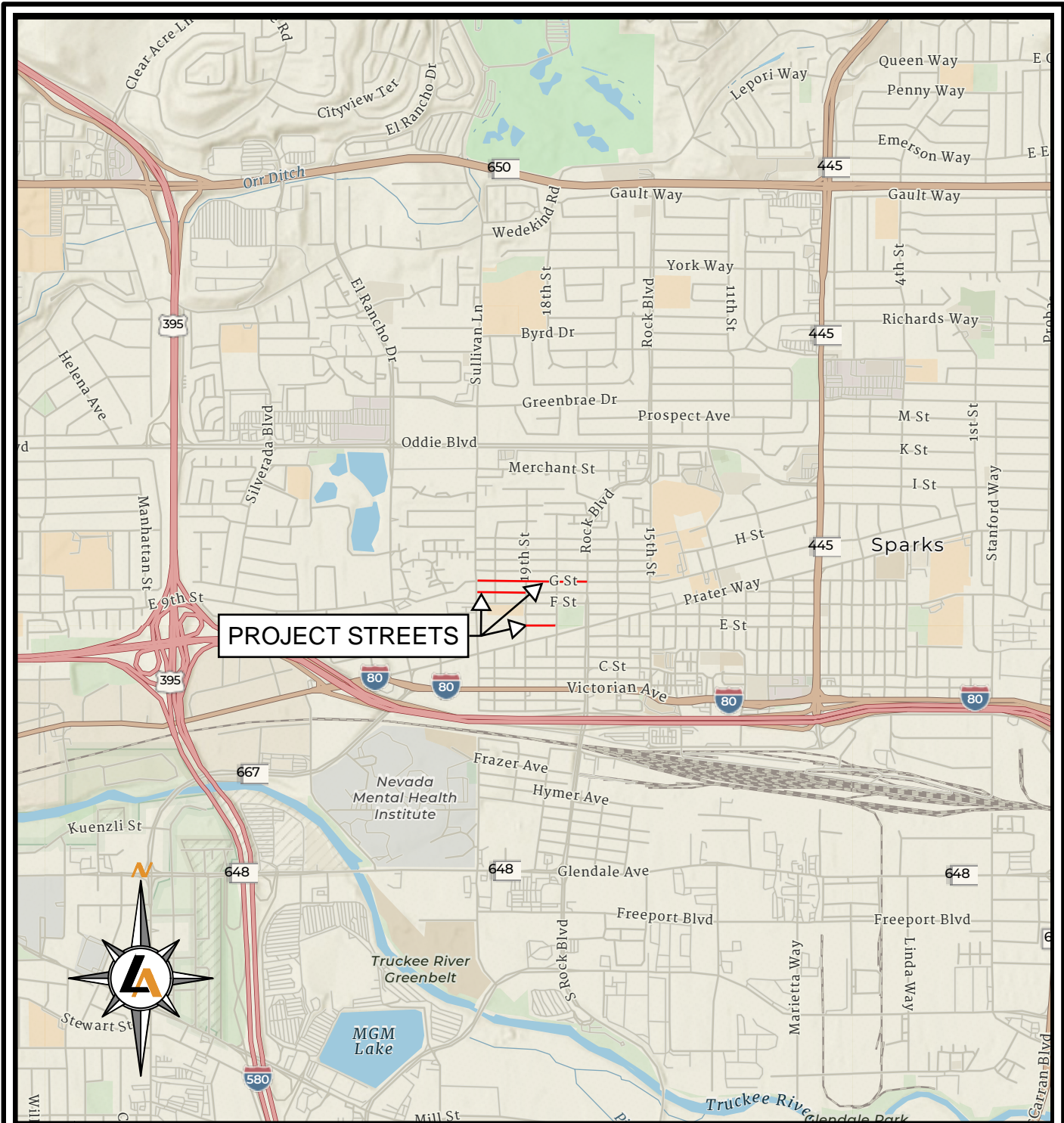

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City of Sparks FY24 Unit 2


**PROJECT VICINITY MAP**

Job Number: 11500.154      Date: January 2024

**PLATE**

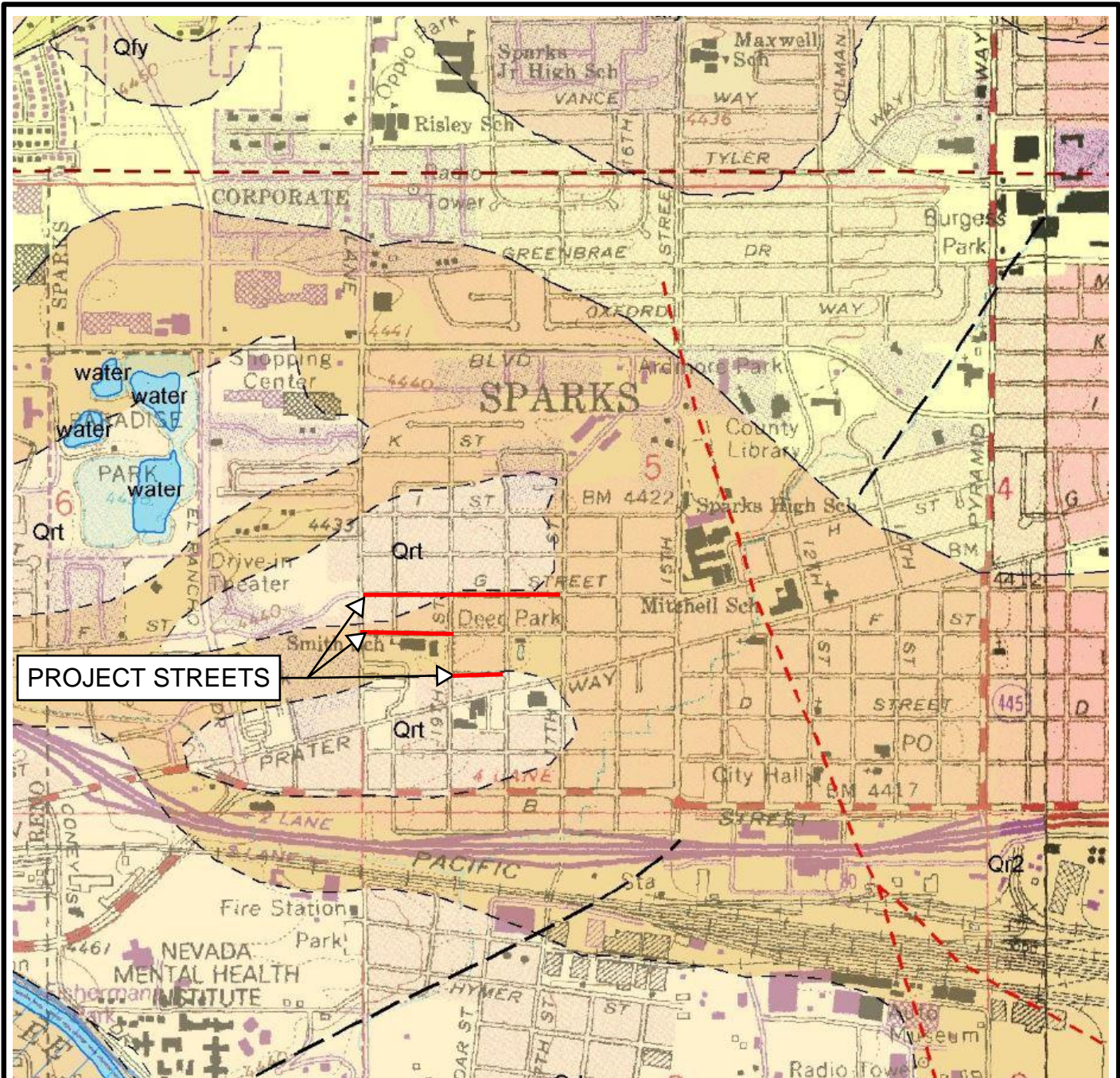
**1**




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City of Sparks FY24 Unit 2  
**PROJECT SITE MAP**  
 Job Number: 11500.154      Date: January 2024

**PLATE**  
**2**



PROJECT STREETS

Qrt

Undivided Younger and Older Tahoe Age Fluvial Deposits (Truckee River Deposits)

Qr2

Probable and Definite Tioga Age Fluvial Deposits (Truckee River Deposits)



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City of Sparks FY24 Unit 2

**PROJECT GEOLOGIC MAP**

Job Number: 11500.154

Date: January 2024

**PLATE**


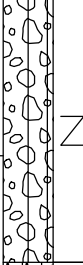

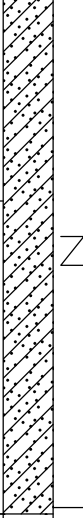
**3**

# **APPENDIX A**

## **Field Exploration Logs**

**CORE HOLE No. Core #5**

Logged By: **J. Macaluso** Total Depth: **2 feet**  
 Date Logged: **1/8/2024** Water Depth: **No groundwater encountered**  
 Drill Type: **Core Drill** Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Percolation Test <input type="checkbox"/> Split Spoon <input type="checkbox"/> Ziplock Sample <input checked="" type="checkbox"/> California Sampler <input type="checkbox"/> Bulk Sample <input type="checkbox"/> Static Water Table	Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
0.0 - 0.3													
0.3 - 0.7													
0.7 - 1.2													
1.2 - 2.0				12.3			27	11	9.3	66.5	24.2		
2.0 - 2.0													

Core Hole terminated at 2 feet.  
 Core Holes Filled with Soil and Capped with Non-Shrink Grout.

CORE HOLE LOG FY 24 UNIT 2.GPJ US LAB.GDT 1/17/24



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City of Sparks FY24 Unit 2

**LOG OF EXPLORATORY CORE HOLE**

Job Number: 11500.154





Date: January 2024

**PLATE**

**A-1**

**CORE HOLE No. Core #6**

Logged By: **J. Macaluso** Total Depth: **2 feet**  
 Date Logged: **1/8/2024** Water Depth: **No groundwater encountered**  
 Drill Type: **Core Drill** Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Percolation Test	Split Spoon	Ziplock Sample										
			<b>4" Asphalt</b> Two Lifts Top 2" - Good Quality Bot 2" - Deteriorated												
0.5		Z	<b>Dark Brown Silty SAND with Gravel (SM)</b> Moist, Medium Dense Estimated: 20% Medium to Fine Gravel 60% Coarse to Fine Sand 20% Non-Plastic Silt			0.3									
1.0		Z	<b>Medium Brown Silty SAND (SM)</b> Moist, Medium Dense Estimated: 10% Medium to Fine Gravel 70% Medium to Fine Sand 20% Non-Plastic Silt			0.7									
1.5		Z	<b>Medium Brown Clayey SAND (SC)</b> Moist, Medium Dense Estimated: 10% Coarse to Fine Gravel 60% Coarse to Fine Sand 30% Moderately Plastic Clay			1.0									
2.0						2.0									
Core Hole terminated at 2 feet. Core Holes Filled with Soil and Capped with Non-Shrink Grout.															

CORE HOLE LOG FY 24 UNIT 2.GPJ US LAB.GDT 1/17/24



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City of Sparks FY24 Unit 2

**LOG OF EXPLORATORY CORE HOLE**

Job Number: 11500.154

Date: January 2024

**PLATE**

**A-2**



**CORE HOLE No. Core #9**

Logged By: **J. Hartley**  
 Date Logged: **1/9/2024**  
 Drill Type: **Core Drill**

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

Depth in Feet	Graphic Log	Sample Type	Percolation Test California Sampler	Split Spoon Bulk Sample	Ziplock Sample Static Water Table	Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
0.5															
0.6															
0.8															
1.0															
1.5															
2.0															
Core Hole terminated at 2 feet. Core Holes Filled with Soil and Capped with Non-Shrink Grout.															

CORE HOLE LOG FY 24 UNIT 2.GPJ US LAB.GDT 1/17/24

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	<b>LOG OF EXPLORATORY CORE HOLE</b>  Job Number: 11500.154	

# TEST PIT No. TP #3

Logged By: **B. Sexton**

Total Depth: **4 feet**

Date Logged: **1/8/2024**

Water Depth: **No groundwater encountered**

Equipment Type: **Case 590 Backhoe**

Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Percolation Test <input type="checkbox"/> Split Spoon <input type="checkbox"/> Ziplock Sample	Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plastic Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	Expansion Index	R-Value	Direct Shear
			<input type="checkbox"/> California Sampler <input type="checkbox"/> Bulk Sample <input type="checkbox"/> Static Water Table											
SOIL DESCRIPTION														
				0.4										
1				1.0										
2														
3														
4				4.0										

Test pit terminated at 4 feet.  
Test pit backfilled without compaction verification.

LUMOS TP FULL PAGE WITH R-V AND SHEAR FY 24 UNIT 2.GPJ US LAB.GDT 1/17/24



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City of Sparks FY24 Unit 2

## LOG OF EXPORATORY TEST PIT

Job Number: 11500.154

Date: January 2024

**PLATE**

**A-4**

# TEST PIT No. TP #9

Logged By: **B. Sexton**

Total Depth: **4.5 feet**

Date Logged: **1/9/2024**

Water Depth: **No groundwater encountered**

Equipment Type: **Case 590 Backhoe**

Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Percolation Test <input type="checkbox"/> Split Spoon <input type="checkbox"/> Ziplock Sample <input type="checkbox"/> California Sampler <input type="checkbox"/> Bulk Sample <input type="checkbox"/> Static Water Table	Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plastic Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	Expansion Index	R-Value	Direct Shear
			SOIL DESCRIPTION											
	B		<b>4.5" Asphalt</b> Poor Condition											
	B		<b>5" Material Similar to Aggregate Base</b>	0.4										
1	B		<b>Brown Poorly Graded Gravel with Clay, Sand, and Cobble (GP-GC)</b> Estimated: 20% Unclassifiable Cobble up to 12" in Diameter											
2														
3	B			6.2			36	20	50.9	35.3	10.1	0	14	
4														
				4.5										
Test pit terminated at 4.5 feet. Test pit backfilled without compaction verification.														

LUMOS TP FULL PAGE WITH R-V AND SHEAR FY 24 UNIT 2.GPJ US LAB.GDT 1/17/24

**Lumos & Associates**  
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 Fax: 775.883.7114  
 mburns@lumosinc.com

City of Sparks FY24 Unit 2

## LOG OF EXPORATORY TEST PIT

Job Number: 11500.154     Date: January 2024

**PLATE**

# A-5

# SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
<b>COARSE GRAINED SOILS</b>  <small>MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE</small>	<b>GRAVEL AND GRAVELLY SOILS</b>  <small>MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE</small>	<b>CLEAN GRAVELS</b>  <small>(LITTLE OR NO FINES)</small>		<b>GW</b>	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		<b>GRAVELS WITH FINES</b>  <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>GP</b>	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		<b>GRAVELS WITH FINES</b>  <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>GM</b>	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
		<b>GRAVELS WITH FINES</b>  <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>GC</b>	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	<b>SAND AND SANDY SOILS</b>  <small>MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE</small>	<b>CLEAN SANDS</b>  <small>(LITTLE OR NO FINES)</small>		<b>SW</b>	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		<b>CLEAN SANDS</b>  <small>(LITTLE OR NO FINES)</small>		<b>SP</b>	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
<b>FINE GRAINED SOILS</b>  <small>MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE</small>	<b>SILTS AND CLAYS</b>  <small>LIQUID LIMIT LESS THAN 50</small>	<b>SANDS WITH FINES</b>  <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>SM</b>	SILTY SANDS, SAND - SILT MIXTURES
		<b>SANDS WITH FINES</b>  <small>(APPRECIABLE AMOUNT OF FINES)</small>		<b>SC</b>	CLAYEY SANDS, SAND - CLAY MIXTURES
	<b>SILTS AND CLAYS</b>  <small>LIQUID LIMIT GREATER THAN 50</small>		<b>ML</b>	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
			<b>CL</b>	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
		<b>OL</b>	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY		
<b>SILTS AND CLAYS</b>  <small>LIQUID LIMIT GREATER THAN 50</small>		<b>MH</b>	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS		
		<b>CH</b>	INORGANIC CLAYS OF HIGH PLASTICITY		
		<b>OH</b>	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
<b>HIGHLY ORGANIC SOILS</b>				<b>PT</b>	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

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

LUMOS LEGEND FY 24 UNIT 2.GPJ 10-23-06.GDT 1/17/24



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City of Sparks FY24 Unit 2

## LEGEND

Job Number: 11500.154

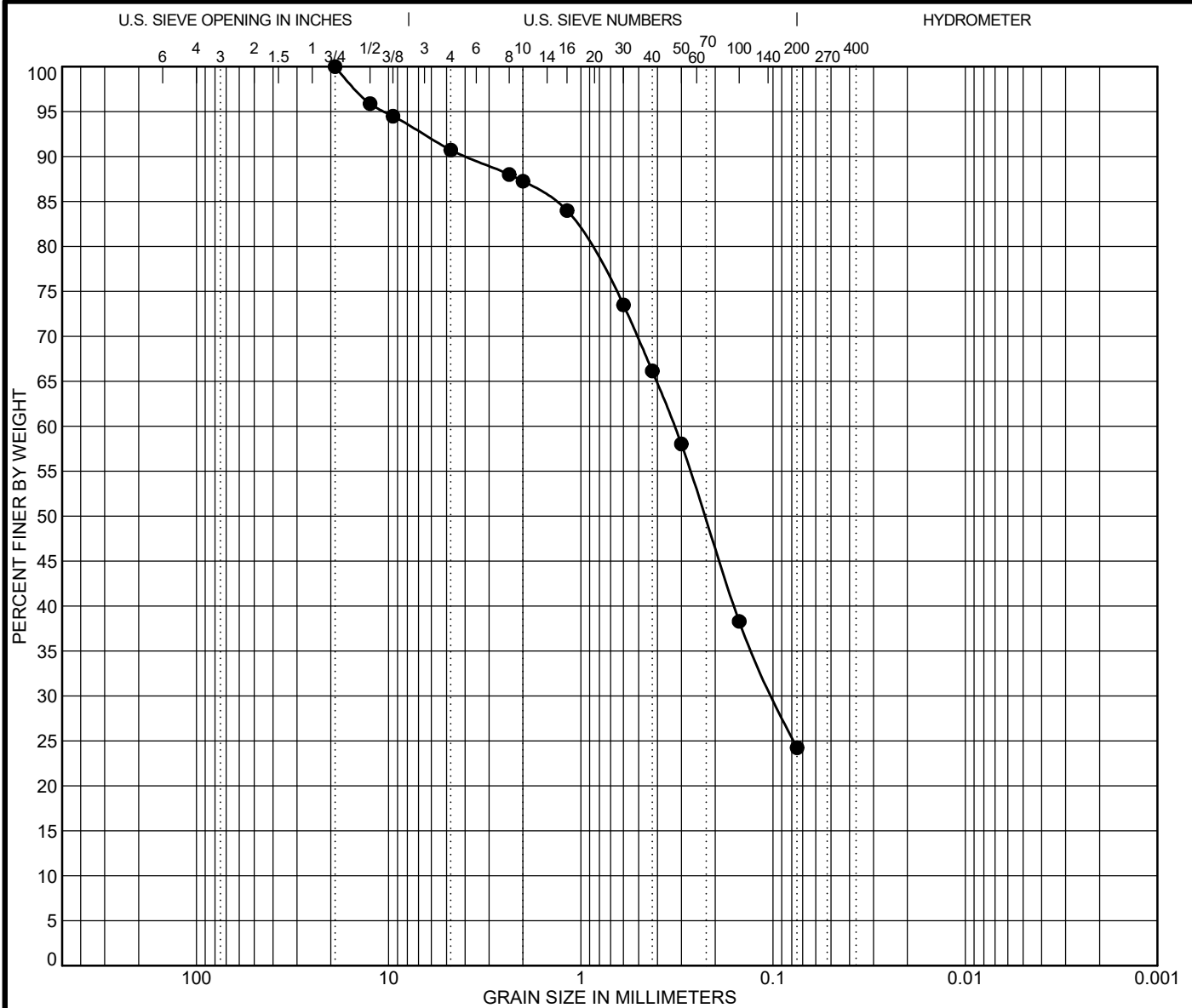
Date: January 2024

**PLATE**

**A-6**

# **APPENDIX B**

## **Soils Laboratory Test Results**



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 1/10/2024									
Core #5		Classification					LL	PL	PI	Cc	Cu
Depth: 1.17		Medium Brown Clayey SAND (SC)					27	16	11		
Sample Location		Core #5, 14"-24"									
USCS		SC									
AASHTO											
Specimen Identification											
Core #5		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 1.17		19	0.326	0.1		9.3	66.5	24.2			
Natural Moisture		12.3 %		Direct Shear		Absorption %					
R-Value				Max Dry Density		Soundness					
Expansion Index				Specific Gravity		S.E.					

LUMOS GRAIN SIZE FY 24 UNIT 2.GPJ US LAB.GDT 1/17/24



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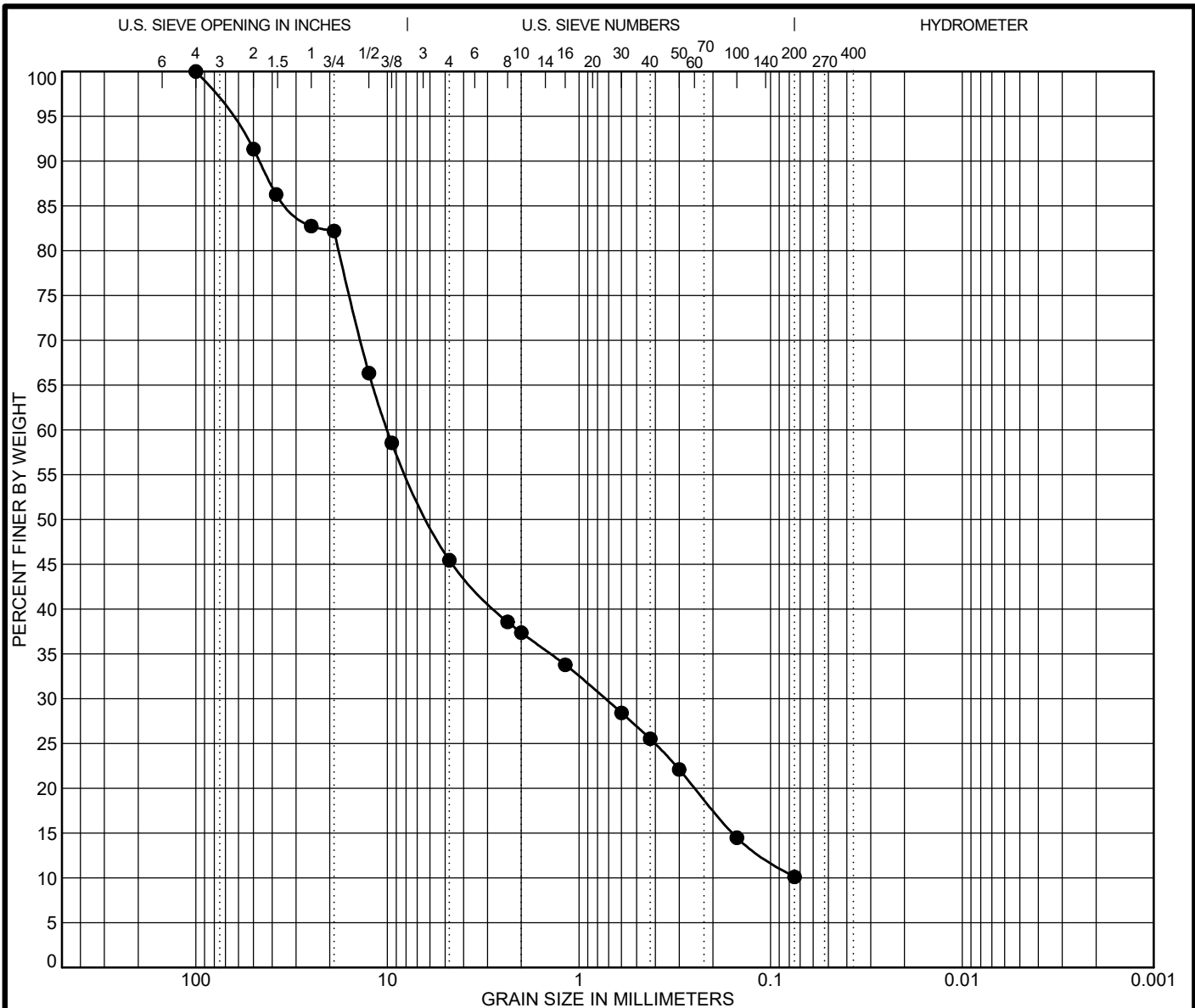
City of Sparks FY24 Unit 2

## GRAIN SIZE DISTRIBUTION

Job Number: 11500.154 Date: January 2024

PLATE

B-1.1



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 1/10/2024									
●	TP #9	Classification				LL	PL	PI	Cc	Cu	
	Depth: 2	Brown Poorly Graded GRAVEL with Clay and Sand				36	16	20	0.7	135.7	
	Sample Location	Test Pit #9, 2'-3'									
	USCS	GP-GC									
	AASHTO										
Specimen Identification											
●	TP #9	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
	Depth: 2	100	9.998	0.733		50.9	35.3	10.1			
	Natural Moisture	6.2 %		Direct Shear	Absorption %						
	R-Value	14		Max Dry Density	Soundness						
	Expansion Index	0		Specific Gravity	S.E.						

LUMOS GRAIN SIZE FY 24 UNIT 2.GPJ US LAB.GDT 1/17/24



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City of Sparks FY24 Unit 2

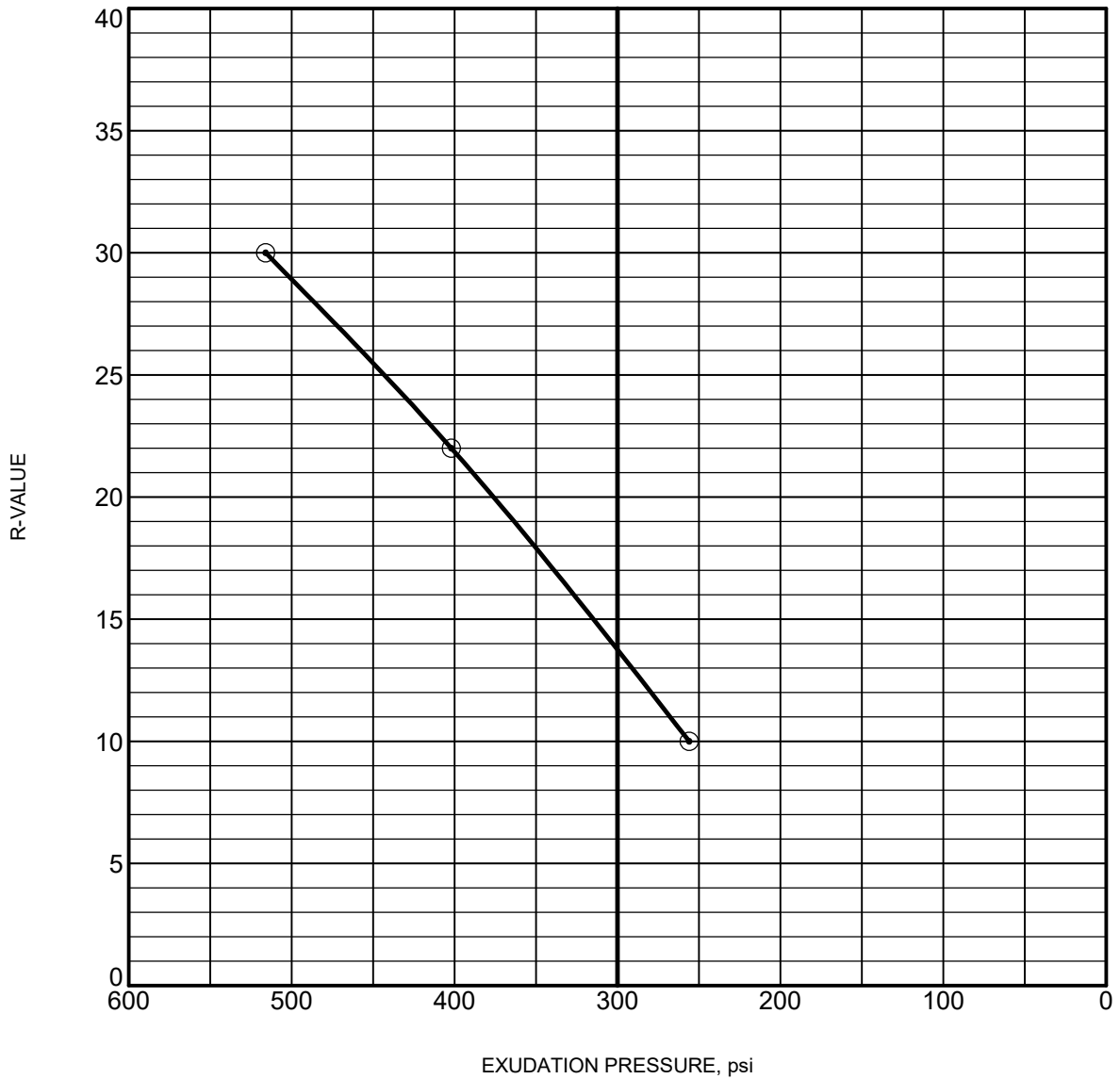
## GRAIN SIZE DISTRIBUTION

Job Number: 11500.154 Date: January 2024

PLATE  
B-1.2







**Test Data**

Specimen No.	Water Content (%)	Dry Density (pcf)	Expansion (psf)	Exudation (psi)	Test R-Value*
1	11.1	126.0	0.0	256.0	10.0
2	10.0	127.6	0.0	402.0	22.0
3	11.7	129.6	0.0	516.0	30.0

\* Reported values have been corrected for sample height, where required.

**Test Result**

Specimen Identification	Classification	R-Value
TP #9      2.0	<b>Brown Poorly Graded GRAVEL with Clay and Sand</b>	<b>14</b>



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City of Sparks FY24 Unit 2

**RESISTANCE VALUE TEST**

Job Number: 11500.154

Date: January 2024

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

R-VALUE FY24 UNIT 2.GPJ US LAB.GDT 1/17/24

## Western Environmental Testing Laboratory Analytical Report

**Lumos & Associates, Inc.**  
**950 Sandhill Road, Suite 100**  
**Reno, NV 89521**

**Attn:** Mitch Burns

**Phone:** (775) 827-6111 **Fax:** (775) 827-6122

**PO\Project:** COS 24-25 Roads/ 11500.154/ Task 1/ MTB

**Date Printed:** 1/16/2024

**OrderID:** 24010311

**Customer Sample ID:** TP-9 2ft-3ft

**Collect Date/Time:** 1/9/2024

**WETLAB Sample ID:** 24010311-002

**Receive Date:** 1/11/2024 16:10

Analyte	Method	Results	Units	DF	RL	Analyzed	LabID
<b><u>Anions by Ion Chromatography</u></b>							
Sulfate	EPA 300.0	23	mg/kg	10	15	1/15/2024	NV00925
<b><u>Sample Preparation</u></b>							
10:1 DI Water Extraction	WL 10.0	Complete		1		1/12/2024	NV00925

*DF=Dilution Factor, RL = Reporting Limit (minimum 3X the MDL), ND = Not Detected <RL or <MDL (if listed)*

Page 3 of 4

**SPARKS**

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 fax (775) 355-0817  
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**ELKO**

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 tel (775) 777-9933  
 fax (775) 777-9933  
 EPA LAB ID: NV00926

**LAS VEGAS**

3230 Polaris Ave. Suite 4  
 Las Vegas, Nevada 89102  
 tel (702) 475-8899  
 fax (702) 622-2868  
 EPA LAB ID: NV00932



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City of Sparks FY24 Unit 2  
**SOIL SULFATE CONTENT**

Job Number: 11500.154

Date: January 2024

**PLATE**  
  
**B-4**

# APPENDIX C

## Pavement Calculations

Job Number: 11500.154  
Project: City of Sparks FY24 Unit 2 Rehab  
Client: The City of Sparks  
Description: Pavement Calculations  
By: J. Macaluso

R-Value for CTB = 80 (Assumed)  
R-Value for Native Soils = 14  
TI (Local Road) = 5 (Light Traffic)

$$GE=0.0032*(TI)*(100-R)$$

$$Gf_{(AC,Local)}=2.5, Gf_{(Cement\ Treated\ Soil)}=1.2, Gf_{(subgrade)}=1$$
$$t_{layer}=GE/Gf$$

**Local Road Pavement Section : Asphalt and Cement Treated Recycled Material**

$$GE_{AC}=0.0032*(5)*(100-80)=0.32'$$
$$t_{AC}=(0.32/2.5)*(12"/1')=1.54" \quad \text{USE 4" Asphalt Concrete}$$
$$GE_{AC}=(4"*2.5)/(12")=0.83'$$

$$GE_{CTB(Pulv.)}=0.0032*(5)*(100-14)=1.4'$$
$$t_{CTB(Pulv.)}=\frac{((1.4'-0.83')/1.2)*(12"/1')}{1.2}=5.7" \quad \text{USE 6" Cement Treated Pulverized Material}$$



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City of Sparks FY24 Unit 2  
**PAVEMENT DESIGN**

Job Number: 11500.154

Date: January 2024

**PLATE**  
**C-1**

# **APPENDIX D**

## **Cement Treated Pulverized Asphalt/Subgrade Mix Design**



## CEMENT TREATED BASE COMPRESSION TESTS

REPORT TO:	<u>City of Sparks</u>	PROJECT NAME:	<u>2024 Street Rehab Unit 2</u>
	<hr/>	PROJECT NO.:	<u>11500.154</u>
	<hr/>	LOCATION:	<u>Sparks, Nevada</u>
	<hr/>	CONTRACTOR:	<u>-</u>
SAMPLED BY:	<u>B. Sexton</u>	DATE RECEIVED:	<u>1/9/2024</u>
WEATHER:	<u>Lab Molded</u>	TIME:	<u>-</u>
AIR TEMP:	<u>-</u>	MOLDED BY:	<u>Z. Lim</u>
DATE MOLDED:	<u>1/15/23</u>		
MATERIAL DESCRIPTION:	<u>CTB Lab Blend - 2024 Streets - 35% AC, 30% Base, 25% SM, 10% SC</u>		
	<u>6% Cement at 2% Over Optimum Moisture Content</u>		
SAMPLE LOCATION:	<u>TP-3, TP-9, C-5, C-9</u>		
	<hr/>		

SAMPLE TYPE:                      LABORATORY DESIGN          X          FIELD SAMPLE                

LAB NO.	DIAMETER (INCHES)	AREA (SQ.IN)	TEST AGE	DATE TESTED	TOTAL LOAD-LBS.	UNIT LOAD PSI
R-12-24	4.01	12.63	7	1/22/23	6,445	510
R-13-24	4.01	12.63	7	1/22/23	6,650	525
R-14-24	4.01	12.63	7	1/22/23	6,194	490
<b>Average Compressive Strength 7-Day :</b>						510

**Minimum Specified Strength:**    300 psi

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

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

CAPPING                            UNBONDED                            BONDED

TEST RESULTS:                            COMPLY                            DO NOT COMPLY

Client Notified of Test Results     

Respectively Submitted by:  
M. Burns  
Materials Engineering Manager

<p><b>Lumos &amp; Associates</b> 808 E. College Parkway, Suite 101 Carson City, NV 89703 775.883.7077 Fax: 775.883.7114 mburns@lumosinc.com</p>	<p>City of Sparks FY24 Unit 2</p> <h3 style="margin: 0;">LABORATORY CEMENT TREATMENT MIX DESIGN</h3> <p style="font-size: small;">Job Number: 11500.154                      Date: January 2024</p>	<h2 style="margin: 0;">PLATE</h2> <h1 style="margin: 0;">D-1.1</h1>
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### CEMENT TREATED BASE COMPRESSION TESTS

REPORT TO: City of Sparks PROJECT NAME: 2024 Street Rehab Unit 2  
 \_\_\_\_\_ PROJECT NO.: 11500.154  
 \_\_\_\_\_ LOCATION: Sparks, Nevada  
 \_\_\_\_\_ CONTRACTOR: -  
 SAMPLED BY: B. Sexton DATE RECEIVED: 1/9/2024  
 WEATHER: Lab Molded TIME: -  
 AIR TEMP: - MOLDED BY: Z. Lim  
 DATE MOLDED: 1/15/23  
 MATERIAL DESCRIPTION: CTB Lab Blend - 2024 Streets - 35% AC, 30% Base, 25% SM, 10% SC  
4% Cement at 2% Over Optimum Moisture Content  
 SAMPLE LOCATION: TP-3, TP-9, C-5, C-9

SAMPLE TYPE: LABORATORY DESIGN  FIELD SAMPLE

LAB NO.	DIAMETER (INCHES)	AREA (SQ.IN)	TEST AGE	DATE TESTED	TOTAL LOAD-LBS.	UNIT LOAD PSI
R-9-24	4.01	12.63	7	1/22/23	4,300	340
R-10-24	4.01	12.63	7	1/22/23	4,408	350
R-11-24	4.01	12.63	7	1/22/23	4,099	325
<b>Average Compressive Strength 7-Day :</b>						340

Minimum Specified Strength: 300 psi

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

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

CAPPING  UNBONDED  BONDED

TEST RESULTS:  COMPLY  DO NOT COMPLY

Respectively Submitted by:

Client Notified of Test Results

M. Burns

Materials Engineering Manager



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City of Sparks FY24 Unit 2  
**LABORATORY CEMENT  
 TREATMENT MIX DESIGN**

Job Number: 11500.154

Date: January 2024

**PLATE  
 D-1.2**



### CEMENT TREATED BASE COMPRESSION TESTS

REPORT TO:	<u>City of Sparks</u>	PROJECT NAME:	<u>2024 Street Rehab Unit 2</u>
	<u></u>	PROJECT NO.:	<u>11500.154</u>
	<u></u>	LOCATION:	<u>Sparks, Nevada</u>
	<u></u>	CONTRACTOR:	<u>-</u>
SAMPLED BY:	<u>B. Sexton</u>	DATE RECEIVED:	<u>1/9/2024</u>
WEATHER:	<u>Lab Molded</u>	TIME:	<u>-</u>
AIR TEMP:	<u>-</u>	MOLDED BY:	<u>Z. Lim</u>
DATE MOLDED:	<u>1/15/23</u>		
MATERIAL DESCRIPTION:	<u>CTB Lab Blend - 2024 Streets - 35% AC, 30% Base, 25% SM, 10% SC</u>		
	<u>2% Cement at 2% Over Optimum Moisture Content</u>		
SAMPLE LOCATION:	<u>TP-3, TP-9, C-5, C-9</u>		

SAMPLE TYPE:                    LABORATORY DESIGN     X     FIELD SAMPLE     

LAB NO.	DIAMETER (INCHES)	AREA (SQ.IN)	TEST AGE	DATE TESTED	TOTAL LOAD-LBS.	UNIT LOAD PSI
R-6-24	4.01	12.63	7	1/22/23	2,366	185
R-7-24	4.01	12.63	7	1/22/23	2,157	170
R-8-24	4.01	12.63	7	1/22/23	2,346	185
<b>Average Compressive Strength 7-Day :</b>						<b>180</b>

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

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

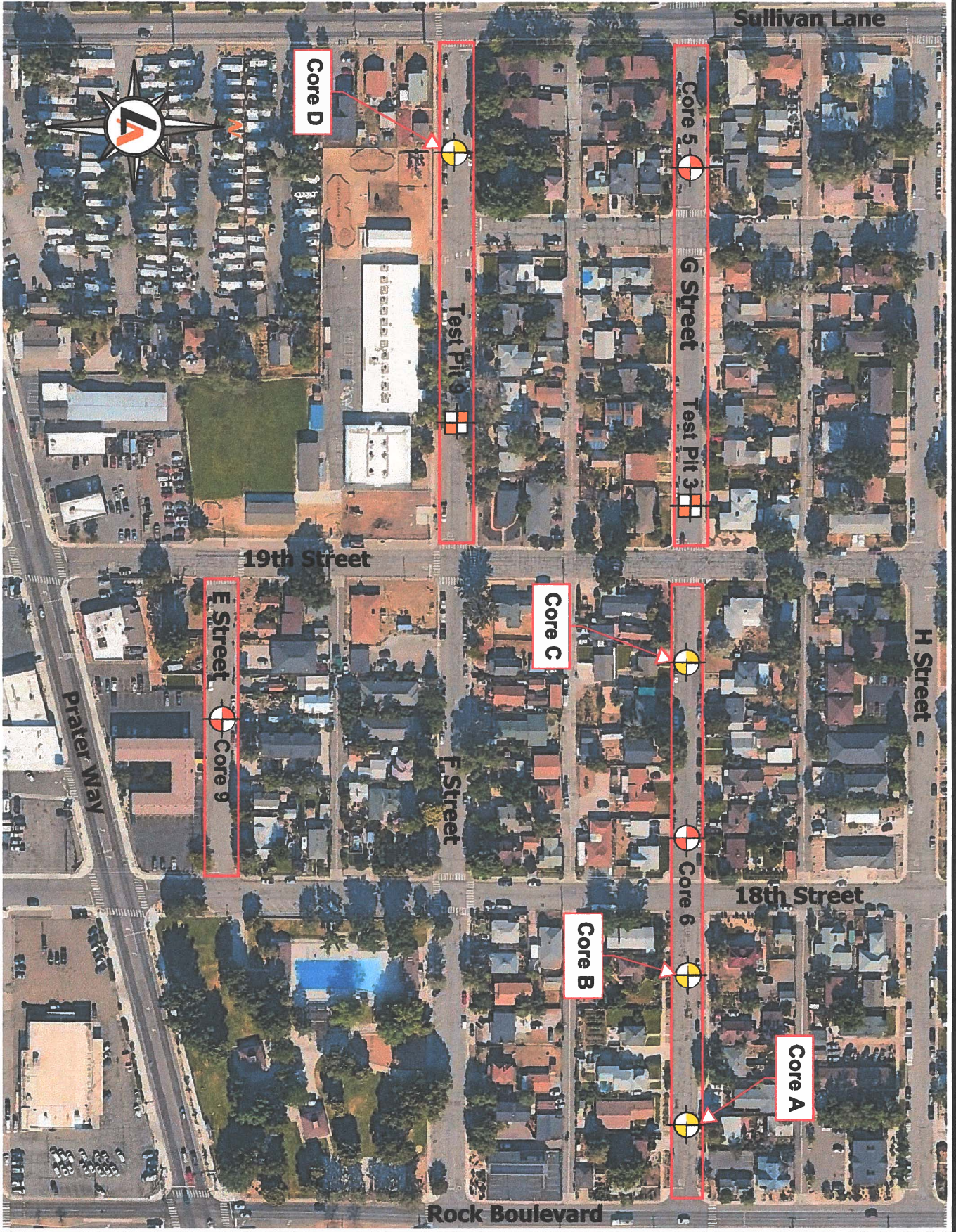
CAPPING                     UNBONDED                     BONDED

TEST RESULTS:                     COMPLY                     DO NOT COMPLY

Client Notified of Test Results                                        Respectively Submitted by:  
M. Burns  
Materials Engineering Manager

	<b>Lumos &amp; Associates</b> 808 E. College Parkway, Suite 101 Carson City, NV 89703 775.883.7077 Fax: 775.883.7114 mburns@lumosinc.com	City of Sparks FY24 Unit 2 <b>LABORATORY CEMENT  TREATMENT MIX DESIGN</b> Job Number: 11500.154                    Date: January 2024	<b>PLATE  D-1.3</b>
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City of Sparks FY24 Unit 2  
**PROJECT SITE MAP**

Job Number: 11500.154

Date: February 2024

**PLATE**

**1**

**CORE HOLE No. Core - A**

Logged By: **J. Macaluso**  
 Date Logged: **2/7/2024**  
 Drill Type: **Hand Excavation**

Total Depth: **1.75 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index	
			Percolation Test	Split Spoon	Ziplock Sample											
			<input type="checkbox"/> Percolation Test <input checked="" type="checkbox"/> California Sampler	<input checked="" type="checkbox"/> Split Spoon <input type="checkbox"/> Bulk Sample	<input type="checkbox"/> Ziplock Sample <input type="checkbox"/> Static Water Table											
			<b>4" Type 3 Asphalt</b> Poor Quality													
0.3																
0.5		B	<b>Brown Silty SAND with Gravel (SM)</b> Moist, Medium Dense Estimated: 30% Coarse to Fine Gravel (2" Max - Subangular) 50% Coarse to Fine Sand 20% Low Plastic Silt (with Clay Chunks)													
0.8		B	<b>Brown Silty SAND (SM)</b> Moist, Medium Dense Estimated: 10% Fine Gravel 70% Coarse to Fine Sand 20% Non-Plastic Silt													
1.0		B														
1.4		Z	<b>Brown Clayey SAND (SC)</b> Moist, Medium Dense Estimated: 60% Fine Sand 40% Moderately Plastic Clay													
1.8																
Core Hole terminated at 1.75 feet. Core Holes Filled with Soil and Capped with Non-Shrink Grout.																

CORE HOLE LOG FY 24 UNIT 2 ADDITIONAL CORES.GPJ US LAB.GDT 2/7/24



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City of Sparks FY24 Unit 2 - Additional Cores  
**LOG OF EXPLORATORY CORE HOLE**  
 Job Number: 11500.154  
 Date: February 2024

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

**CORE HOLE No. Core - B**

Logged By: **J. Macaluso**  
 Date Logged: **2/7/2024**  
 Drill Type: **Hand Excavation**

Total Depth: **1.167 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			Percolation Test	Split Spoon	Ziplock Sample										
0.5			<b>7" Type 2 Asphalt</b> Good Quality												
0.6															
1.0		B	<b>Medium Brown Clayey SAND (SC)</b> Medium Dense, Moist Estimated: 10% Fine Gravel 50% Coarse to Fine Sand 40% Moderate to High Plastic Clay												
1.2															
Core Hole terminated at 1.167 feet. Core Holes Filled with Soil and Capped with Non-Shrink Grout.															

CORE HOLE LOG FY 24 UNIT 2 ADDITIONAL CORES.GPJ US LAB.GDT 2/7/24



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City of Sparks FY24 Unit 2 - Additional Cores  
**LOG OF EXPLORATORY CORE HOLE**  
 Job Number: 11500.154  
 Date: February 2024

**PLATE**  
**A-2**

**CORE HOLE No. Core - C**

Logged By: **J. Macaluso**  
 Date Logged: **2/7/2024**  
 Drill Type: **Hand Excavation**

Total Depth: **0.583 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Percolation Test <input checked="" type="checkbox"/> California Sampler	<input checked="" type="checkbox"/> Split Spoon <input type="checkbox"/> Bulk Sample	<input checked="" type="checkbox"/> Ziplock Sample <input type="checkbox"/> Static Water Table	Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
	4" Asphalt														
0.3	Dark Brown Clayey GRAVEL with Sand and Cobble (GC)														
0.5	Moist, Medium Dense Estimated: 50% Coarse to Fine Gravel (3" Max - Subrounded) 20% Coarse to Fine Sand 30% Moderate to High Plastic Clay	B													
	Refusal at 7" - 3 or 4 Cobbles at Bottom of Hole (Estimated 3"-5" Each in Maximum Dimension)														
	Core Hole terminated at 0.583 feet. Core Holes Filled with Soil and Capped with Non-Shrink Grout.														

CORE HOLE LOG FY 24 UNIT 2 ADDITIONAL CORES.GPJ US LAB.GDT 2/7/24



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City of Sparks FY24 Unit 2 - Additional Cores

**LOG OF EXPLORATORY CORE HOLE**

Job Number: 11500.154 Date: February 2024

**PLATE**

**A-3**

**CORE HOLE No. Core - D**

Logged By: **J. Macaluso**  
 Date Logged: **2/7/2024**  
 Drill Type: **Hand Excavation**

Total Depth: **1 feet**  
 Water Depth: **No groundwater encountered**  
 Ground Elev.: **Existing**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION	Natural Moisture Content, %	Optimum Moisture Content, %	Maximum Dry Density, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Expansion Index
			<b>3" Asphalt</b> Very Poor Quality 0.3										
			<b>3" Material Similar to Aggregate Base</b> Dense, Moist 0.5										
0.5			<b>Brown Clayey GRAVEL with Sand (GC)</b> Similar to Core - C Medium Dense, Moist Estimated: 50% Coarse to Fine Gravel (2" Max - Subrounded) 30% Coarse to Fine Sand 20% Low to Moderately Plastic Clay 1.0										
1.0			Core Hole terminated at 1 feet. Core Holes Filled with Soil and Capped with Non-Shrink Grout.										

CORE HOLE LOG FY 24 UNIT 2 ADDITIONAL CORES.GPJ US LAB.GDT 2/7/24



**Lumos & Associates**  
 808 E. College Pkwy.  
 Carson City, NV 89706  
 775.883.7077  
 Fax:  
 mburns@lumosinc.com

City of Sparks FY24 Unit 2 - Additional Cores

**LOG OF EXPLORATORY CORE HOLE**

Job Number: 11500.154

Date: February 2024

**PLATE**

**A-4**

# **Forms**

**(to be used following award of bid)**

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



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**TITLE**  
**BID # BIDNUMBER**  
**PWP# PWPNUMBER**

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

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

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

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

**2. Payment for Project Services**

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

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

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



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

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

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

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

**3. Time for Completion:**

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within [REDACTED] 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;



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- (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:**

Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Contractor acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Contractor acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

**10. Acceptance by the City:**

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

**11. Waiver:**

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

**12. Notices:**



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

PURCHASING MANAGER  
CITY OF SPARKS  
431 PRATER WAY  
PO BOX 857  
SPARKS, NV 89432-0857

CONTRACTOR:  
CONTACT  
CONTRACTORNAME  
ADDRESS  
CITY, STATE ZIP  
e-mail:

**13. Arbitration:**

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

**14. Jurisdiction and Venue:**

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

**15. Indemnification:**

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



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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	✓	✓	
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***



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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





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material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

***Additional Insured***

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

***Endorsements***

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

***Waiver of Subrogation.***

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

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

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

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

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

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



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

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

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

***Minimum Limits of Insurance***

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

***Coverage Form***

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

**OTHER INSURANCE COVERAGES (IF APPLICABLE)**

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

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

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.



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

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

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

#### **ALL COVERAGES**

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

#### **DEDUCTIBLES AND RETENTIONS**

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

#### **OTHER INSURANCE PROVISIONS**

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

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

#### **ACCEPTABILITY OF INSURERS**

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



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### VERIFICATION OF COVERAGE

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

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

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

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

### SUBCONTRACTORS

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

### MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and



limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.

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

**18. Liquidated Damages:**

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



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**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.



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**THIS SPACE INTENTIONALLY LEFT BLANK**



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IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

\_\_\_\_\_  
(Vendor)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

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

By: \_\_\_\_\_  
Ed Lawson, Mayor

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

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk



# CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **CONTRACTORNAME** hereinafter designated as the "Principal" a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTENAMOUNT** dollars (**\$AMOUNT**), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Sparks in the State of Nevada, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time, if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Sparks in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the obligation in the said sum of **WRITTENAMOUNT** dollars (**\$AMOUNT**), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, to the work or to the specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
\_\_\_\_\_  
Principal

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Bid #: \_\_\_\_\_

Bond #: \_\_\_\_\_

Surety Rating: \_\_\_\_\_

NV License #: \_\_\_\_\_

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTORNAME** hereinafter designated as the “Principal” a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTENAMOUNT** dollars (**\$AMOUNT**), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor as required by the provisions of NRS 612, and provided that the claimant shall have complied with the provisions of said law, the Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding the sum specified in this bond, then the above obligation shall be null and void; otherwise to remain in full force and account. In case suit is brought upon this bond, the said Surety agrees to pay a reasonable attorney’s fees to be fixed by the Court.

The Bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under NRS 339 as to give a right of action to them or their assigns in any suit brought upon this Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_