

BID FOR
2025 DRAINAGE & ROADWAY IMPROVEMENT
PROJECT - M STREET

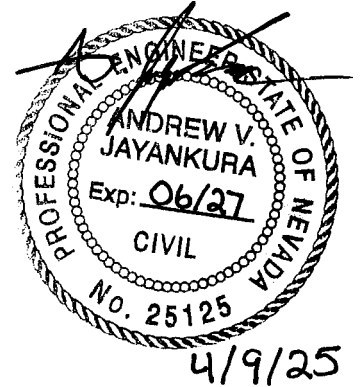
BID # 24/25-014

PWP # WA-2025-217

BIDS DUE NOT LATER THAN: 1:45 PM ON APRIL 24, 2025

PUBLIC BID OPENING: 2:00 PM ON APRIL 24, 2025

[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
2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET
BID # 24/25-014 / PWP # WA-2025-217

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 APRIL 24, 2025**. 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 April 24, 2025. 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 APRIL 24, 2025** via Microsoft Teams video/audio conferencing. Meeting # 257 441 415 357. Meeting Passcode: 2T8Lj6YG with a direct link of:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTM3YWQyZDIhZTE0OC00ZTVILWEzZmItNzJlNjc4MDY2OTIz%40thread.v2/0?context=%7b%22Tid%22%3a%22e9aaa7d1-5f6d-41fa-8d1e-584512d66361%22%2c%22Oid%22%3a%22e77d71b6-0dc6-4da0-9f72-e94f359c6bcc%22%7d

PROJECT DESCRIPTION: This rehabilitation project is located on M Street, from Pyramid Way to 1st St in Sparks Nevada. The project includes replacement and rehabilitation of curb, gutter, sidewalk, driveways, pedestrian access ramps and pavement rehabilitation as detailed in the bid document.

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

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

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

Reno Gazette Journal Legal Notices Section
Publish Date: April 9, 2025
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: 2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET

BID #: 24/25-014, PWP#: WA-2025-217

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	64,397	SF	Remove Plantimix Bituminous Pavement, Complete and in Place	\$ /SF	\$
2	64,397	SF	Roadbed Modification, Complete and in Place	\$ /SF	\$
3	100	CY	Overexcavation of Unsuitable Material, Furnish & Place Type 1 Aggregate Base, Complete and in Place (Contingent Item)	\$ /CY	\$
4	20	HR	Provide Root Mitigation By An ISA Certified Arborist, Complete and in Place (Contingent Item)	\$ /HR	\$
5	3	EA	Remove and Dispose of Existing Tree, Complete and in Place	\$ /EA	\$
6	1	EA	Grind Existing Tree Stump and Dispose of Grindings, Complete and in Place	\$ /EA	\$
7	2	EA	Remove Existing and Install Type 4R Drainage Inlet, Complete and in Place	\$ /EA	\$
8	10	LF	Remove Existing and Install 15" PVC SDR-35 Storm Drain Pipe, Complete and in Place	\$ /LF	\$
9	4,641	LF	Remove Existing and Construct PCC Type I Curb and Gutter, Complete and in Place	\$ /LF	\$

10	477	SF	Remove Existing and Construct PCC Residential Walkway, Complete and in Place	\$ /SF	\$
11	12,589	SF	Remove Existing and Construct PCC Residential Driveway Apron, Complete and in Place	\$ /SF	\$
12	11,015	SF	Remove Existing and Construct PCC Sidewalk, Complete and in Place	\$ /SF	\$
13	6	EA	Remove Existing and Construct PCC ADA Accessible Ramp, Complete and in Place	\$ /EA	\$
14	64,397	SF	Furnish and Install 4-inch Plantmix Bituminous Pavement, Complete and in Place	\$ /SF	\$
15	34	SF	Furnish and Install Full Depth Pavement Patch, Complete and in Place	\$ /SF	\$
16	2	EA	Protect and Adjust Utility Valve to Finish Grade, Complete and in Place	\$ /EA	\$
17	57	EA	Protect and Adjust Meter Box to Finish Grade, Complete and in Place	\$ /EA	\$
18	1	EA	Abandon Water Monitoring Well, Complete and in Place	\$ /EA	\$
19	300	LF	Install 4-inch Solid Double Yellow Centerline Striping (Type II Waterborne), Complete and in Place	\$ /LF	\$
20	103	LF	Install 24-Inch Stop Bar (Thermoplastic), Complete and in Place	\$ /LF	\$
21	180	LF	Install International Crosswalk (Thermoplastic), Complete and in Place	\$ /LF	\$
22	4	EA	Install 8-Foot Stop Legends (Thermoplastic), Complete and in Place	\$ /EA	\$
23	6	EA	Furnish and Install New Stop Sign and Post, Salvage and Re-install Street Signs, Complete and in Place	\$ /EA	\$
24	370	LF	Remove and Reinstall Fencing/Gate, Complete and in Place	\$ /LF	\$
25	251	LF	Remove and Replace PCC Mow Strip, Complete and in Place	\$ /LF	\$

26	1	LS	Force Account	\$75,000.00	\$75,000.00
Total Price for 2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT – M STREET					
\$ _____ (written total bid price)				\$ _____	

Bidder Information

COMPANY INFORMATION:

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

COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No___ Yes___ (If yes, please provide details.)

- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No___ Yes___ (If yes, please provide details.)

- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No___ Yes___ (If yes, please provide details.)

- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No___ Yes___ (If yes, please provide details.)

- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No___ Yes___ (If yes, please provide details.)

- 6) Has your company been found non-responsible on a government bid within the last five years? No___ Yes___ (If yes, please provide details.)

Bidder Information

CONTRACTOR LICENSE INFORMATION:

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

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

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

Bidder Information

DISCLOSURE OF PRINCIPALS:

a) Individual and/or Partnership:

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

b) Corporation:

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

Awarded Contract Information

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

COMPANY INFORMATION:

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

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT

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

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

Bidder Name: _____

Authorized Signature: _____

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

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

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

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

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

Bidder Name: _____ **Authorized Signature:** _____

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
County of _____)

_____, (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET**, Bid # **24/25-014**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

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

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

	Contractor/Bidder:
(Printed Name of Contractor/Bidder)	BY: _____
	Firm: _____
	Address: _____
	City: _____
	State / Zip Code: _____
	Telephone Number: _____
	Fax Number: _____
	E-mail Address: _____
(Signature of Principal)	Signature: _____
	DATED this _____ day of _____, 2025.

State of Nevada)
) SS.
County of _____)
On this _____ day of _____, in the year 2025, 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.

Typed Name & Title of Authorized Representative

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 **2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET (Bid #24/25-014)** 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 # **24/25-014**, PWP # **WA-2025-217**, for the **2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET**.

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



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 **2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET**, 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



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

5. **Samples:**

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

6. **Withdrawal of Bids:**

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

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

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

8. **Mistake in Bid:**

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

9. **Signature:**

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

10. **Exceptions:**

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

11. **Confidential Information:**

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

12. **Quality:**

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



13. Litigation Warranty:

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

14. Royalties, Licenses and Patents:

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

15. Performance Standards:

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

16. Americans with Disabilities Act (ADA) Standards:

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

17. Warranties:

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

18. Addenda:

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

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 3rd party bid listing or re-selling service.

19. Specifications to Prevail:

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

20. Taxes:

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

21. Prevailing Wages:

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

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

https://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/

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



22. Apprenticeship Utilization Act:

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.

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

General Conditions



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



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:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

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.



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



- (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



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

39. Inspection and Acceptance:

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

40. Lost and Damaged Shipments:

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

41. Late Shipments:

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

42. Document Ownership:

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

43. Advertisements, Product Endorsements:

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

44. Vendor Workplace Policies

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

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

45. Business License Requirement:

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



46. City Provisions to Prevail:

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

47. Invalid Provisions:

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

48. Amendments and Modifications:

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

49. Assignment:

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

50. Disputes After Award:

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

51. Arbitration after Award:

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



52. Lawful Performance:

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

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th 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
2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET
BID # 24/25-014, PWP-WA-2025-217

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 City, General Conditions, Contract Forms, and these Special Provisions (all contained within this bid document).

SECTION #1: SCOPE OF WORK

The work includes but is not limited to, removal and replacement of curb, gutter sidewalk, ADA ramps, drain inlets with laterals, removal of existing asphalt, preparation of existing aggregate base, placement of new asphalt paving and placement of roadway striping, and other miscellaneous associated work activities necessary to complete the project as stated in the plans and bid specifications. The location of the work is within the City limits of Sparks, Washoe County, Nevada. For use in determining proper prevailing wage rates, the project is approximately four 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 at www.cityofsparks.us.

SECTION #5: NOTICE TO PROCEED AND TIME SCHEDULE

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated time limits. 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 26, 2025.**

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 fifty (50) working day completion time limit and after the established date of September 26 2025.

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

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

SECTION #7: EXCUSABLE DELAYS

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

SECTION #8: INTENT OF THE PLANS AND SPECIFICATIONS

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

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

SECTION #9: AUTHORITY OF THE PROJECT COORDINATOR AND INSPECTOR

All work shall be done under the supervision of the 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. They shall determine the amount of work performed and materials furnished, and their 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 they 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. The City is aware of the following project in this area:

NDOT Pyramid Way Rehabilitation Project – Nugget Avenue to York Way.

Work for this project is scheduled to commence in late Summer or Early Fall, 2025. Please contact Chris Kuhn at (775) 888-7728 NDOT Project Manager for more information.

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 their 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, they shall do so at their 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 Project Coordinator or inspector.

SECTION #14: PROTECTION OF EXISTING UTILITIES

The location of existing utilities and drain lines shown on the plans are not guaranteed, but indicates generally their location according to the best knowledge of the Project Coordinator. The CONTRACTOR shall notify Underground Services Alert (USA Dig) at 1-800-227-2600, and NV Energy, Truckee Meadows Water Authority (TMWA), 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 their 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 their 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/Inspector. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the City Project Coordinator shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the City Project Coordinator participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the City Project Coordinator.

SECTION #18: SURFACE MOUNTED UTILITY ADJUSTMENT

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

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

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

The CONTRACTOR will be required to video record the entire project prior to any construction including all effected properties and staging locations. This video media will be in a MPEG or MP4 format with 4k resolution and stored on to a USB drive to 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 detail to avoid any damage or disputes with property owners. The CONTRACTOR will be required to replace and/or repair all areas that were 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, they 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, they 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 rd Monday in January	Martin Luther King, Jr. Birthday
3 rd Monday in February	President's Day
Last Monday in May	Memorial Day
3 rd Monday in June	Juneteenth
July 4	Independence Day
1 st Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
4 th 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
- Manhole Frame and Covers
- Storm Drain Pipe
- Drop Inlets
- ADA Truncated Dome Warning Panel
- Concrete Curing Compound
- Pavement Markings
- Signs and Post

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 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

they 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 an approved water source.

All construction procedures shall conform to WCDHD-AQMD standards.

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

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

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

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

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

SECTION #24: FORCE ACCOUNT

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

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

- Emergency repairs
- Complications arising with interfacing new improvements to existing improvements
- Emergency pumping
- Emergency light/power plants
- Premium time or overtime to accelerate portions of work
- Unexpected utility modifications or conflicts
- Correcting existing substandard work
- Requested traffic control measures or signage
- Over-excavation of unsuitable materials
- Unknown field conditions
- Underground storage tanks
- Asbestos encountered
- Or any other miscellaneous or incidental items related to unforeseen circumstances.

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

SECTION #25: INSURANCE AND INDEMNIFICATION

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

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

SECTION #26: EXISTING DRIVEWAYS

The CONTRACTOR shall be responsible reestablishing 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: RESIDENTIAL GARBAGE SERVICES

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 utilities, 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
2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M Street
BID #: 24/25-014, PWP#: WA-2025-217

BID ITEM #1 ~ Remove Plantmix Bituminous Pavement, Complete and in Place

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, removal of existing asphalt concrete pavement to existing base and disposal of asphalt concrete materials.

Depths of the existing asphalt concrete vary but the intent of this bid item is for the complete removal of the existing asphalt concrete pavement to the existing aggregate base per the Structural Section and Subgrade Investigation 2025 Drainage and Roadway Rehabilitation Project – M Street provided by Construction Materials Engineers, INC. dated March 2025 and included in these project specifications.

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 ~ Roadbed Modification, Complete and in Place

This work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, process and blend the existing aggregate base material and cement modifier, at a rate of three (3%) to a depth of six inches (6”), compact, finish grade to cross slopes/grades as shown on the project plans and cure, and hauling away excess material to accommodate four inches (4”) of plantmix bituminous pavement.

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

BID ITEM #3 ~ Overexcavation of Unsuitable Material, Furnish & Place Type 1 Aggregate Base, Complete and in Place (Contingent Item)

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 Class E structural material 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. Final depth may vary based on field testing results or directed by the Engineer on Record.

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 #4 ~ Provide Root Mitigation by An ISA Certified Arborist, Complete and in Place (Contingent Item)

This item is for the performance of root exposure, mitigation and coordination through the City of Sparks Public Works Manager. The work comprising the unit price bid price per hour for this item shall consist of all labor, equipment, materials and incidentals necessary to trim all trees, roots, and landscaping by an ISA Certified Arborist and to complete the special method root exposure work, including pneumatic or hydraulic spade tool, vacuum truck or similar device to remove the soil and material from the roots within the mitigation zone.

Removal of concrete, hand excavations and other methods for exposing tree roots are not considered special methods and are not subject to this bid item. Bush and/or tree trimming (above groundwork) is not

considered a part of this bid item and shall be accomplished at no direct payment in order to install sidewalk, fencing, signs, or other improvements per the improvement plans.

Payment for Root Mitigation shall be made at the contract hourly rate as shown on the "Bid Schedule." The final pay quantity shall be based on the submitted and approved invoice from the certified arborist. The quantity of this contingent item of work, as set forth in the "Bid Schedule," represents no actual estimate, is nominal only, and may be greatly increased, decreased or reduced to zero. The increase or reduction of this quantity shall not constitute a basis for claim by the Contractor for extra payment or damages.

The final pay quantity shall be by field measurement at the applicable unit price bid per hour based on the submitted and approved invoice from the certified arborist which shall be deemed full compensation to complete the work as specified.

BID ITEM #5 ~ Remove and Dispose of Existing Tree, Complete and in Place

The unit price bid to remove trees shall include all labor, equipment, materials, and all incidentals necessary to remove the trees at the locations indicated within the plans. Work shall include, but not be limited to, excavation, trimming, complete removal of roots, stumps, branches, and organics, backfill of holes, offsite disposal, and other incidentals as necessary for a complete removal. Burning shall not be used as a method of disposal.

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

BID ITEM #6 ~ Grind Existing Tree Stump and Dispose of Grindings, Complete and in Place

The unit price bid to grind existing tree stump shall include all labor, equipment, materials, and all incidentals necessary to remove the tree stump at locations indicated within the plans. Work shall include, but not be limited to, excavation, trimming, complete removal of roots, and organics, backfill of holes, offsite disposal, and other incidentals as necessary for a complete removal. Burning shall not be used as a method of disposal.

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

BID ITEM #7 ~ Remove Existing and Install Type 4R Drainage Inlet, Complete and in Place

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, excavation and disposal up to 10 feet of existing curb, gutter and sidewalk including existing drain inlet, along with any unsuitable sub grade material including existing base, installation of new Type 2 aggregate base compact to 95% MDD, placement of new curb, gutter and sidewalk, installing a new Type 4-R drain inlet.

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

BID ITEM #8 ~ Remove Existing and Install 15" PVC SDR Storm Drain Pipe, Complete and in Place

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, removal/disposal of the existing storm drain lateral and furnishing and installing of the new SDR-35 lateral from the 4-R drain inlet to the manhole and/or main line, including connection per Standard Specifications and Details. Size of lateral shall be 15" in diameter.

Installation of the storm drain lateral pipe and any and all is anticipated to be "field fit" at the time of placement. The Contractor shall be responsible for verifying that the proposed alignment

can be constructed both horizontally and vertically. The contractor shall also be responsible for establishing the pipe slope which will run consistent from point to point. Once the contractor has established an alignment, they shall review with the City Project Coordinator prior to placement. The “field fit” process shall be considered incidental and should be included in the unit price.

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

BID ITEM #9 ~ Remove Existing and Construct PCC Type I Curb and Gutter, Complete and in Place

This work shall consist of all labor, equipment, materials and all incidentals necessary to remove and replace PCC curb and gutter 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 “roadway 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 #10 ~ Remove Existing and Construct PCC Residential Walkway, Complete and in Place

This work shall include the removal of the existing PCC Residential Walkway 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 residential walkway and to supply and install 4-inch depth, of new aggregate base material, shall be included in this item at no additional charge to the Agency.

Any existing improvements adjacent to new or replaced residential walkway 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 Residential Driveway Apron, Complete and in Place

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, excavation and disposal of existing driveway apron, 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 #12 ~ Remove Existing and Construct PCC Sidewalk, Complete and in Place

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

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

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

BID ITEM #13 ~ Remove Existing and Construct PCC ADA Accessible Ramp, Complete and in Place

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, excavation and disposal up to 20 feet of existing curb, gutter and sidewalk, along with any unsuitable subgrade material including existing base, installation of new Type 2 aggregate base to a depth of six inches (6"), and placement of a new 4-foot wide ADA access ramp including truncated domes and any needed curbing on the back edge of the walkway per Standard Specifications and Details. Also included in this bid item shall be the replacement of the curb and gutter adjacent to the front side of the ADA access ramp from the top of each wing. 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 ITEM #14 ~ Furnish and Install 4-inch Plantmix Bituminous Pavement, Complete and in Place

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

The plantmix bituminous pavement shall be a Type 3, 50 blow, 3% air void mix using PG64-28NV asphalt cement. Aggregates 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 #15 ~ Furnish and Install Full Depth Pavement Patch, Complete and in Place

The work shall consist of all labor, equipment, materials, and incidentals necessary, but not limited to, saw cutting, removal of existing asphalt, providing a clean surface, SS1-h tack coat, placement and compaction of four inches (4") of plantmix bituminous pavement.

The plantmix bituminous pavement shall be a Type 3, 50 blow, 3% air void mix using PG64-22 asphalt cement. Aggregates 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 #16 ~ Protect and Adjust Utility Valve to Finish Grade, Complete and in Place

This item is the protection and adjustment of utility valve, including water and gas valves, flush valve boxes (including riser pipes), air release valve boxes, water meter boxes, and water and gas test station boxes at the locations indicated 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 #17 ~ Protect and Adjust Meter Box to Finish Grade, Complete and in Place

This item is the protection and adjustment of flush valve boxes (including riser pipes), air release valve boxes, water meter 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 water meter boxes; referencing; protecting; adjusting to final grade; 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 #18 ~ Abandon Water Monitoring Well, Complete and in Place

The item consists of lowering of the water monitoring well by a licensed professional, removing concrete collars per Washoe County Standard Specifications and Details. The unit price shall be deemed full compensation for all labor, materials, equipment, delivery, placement and incidentals necessary to complete the work specified.

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

BID ITEM #19 ~ Install 4-inch Solid Double Yellow Centerline Striping (Type II Waterborne), Complete and in Place

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

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

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

Double stripes are considered a single unit, and quantities represent the length of the double stripe. 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 #20 ~ Install 24-Inch Stop Bar (Thermoplastic), Complete and in Place

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

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

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

BID ITEM #21 ~ Install International Crosswalk (Thermoplastic), Complete and in Place

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

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

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

BID ITEM #22 ~ Install 8-Foot Stop Legends (Thermoplastic), Complete and in Place

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

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

BID ITEM #23 ~ Furnish and Install New Stop Sign and Post, Salvage and Re-install Street Signs, Complete and in Place

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 #24 ~ Remove and Reinstall Fencing/Gate, Complete and in Place

The unit price bid to demolish existing section of fencing and reinstall new fencing in like kind, shall include all labor, equipment, materials, and all incidentals necessary to remove and for complete installation of such items at the locations indicated on the drawings. Work shall include, but not be limited to, all necessary

saw cutting, hardware removal, offsite disposal or salvaging of materials, installation, and incidentals as necessary for a complete removal and reinstallation of the fence section. Remove and Reinstall Fencing 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 unit at the applicable unit price bid per linear foot which shall be deemed full compensation to complete the work as specified.

BID ITEM #25 ~ Remove and Replace PCC Mow Strip, Complete and in Place

This work shall include the removal of the existing PCC mow strip and the existing aggregate base and/or subgrade materials, sawcutting adjacent bituminous surface types, 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 mow strip and to supply and install 4-inch depth, of new aggregate base material; any grading necessary behind the new mow strip to achieve a maximum slope of 3:1, shall be included in this item at no additional charge to the Agency.

Any existing improvements adjacent to new or replaced PCC mow strips 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 linear foot which shall be deemed full compensation to complete the work as specified.

BID ITEM #26 ~ 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 \$75,000.00 for Bid Item 26 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
2025 DRAINAGE & ROADWAY IMPROVEMENT PROJECT - M STREET
BID # 24/25-014, PWP-WA-2025-217**

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 Project Coordinator 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.

For tree removals, please notify affected residents two weeks prior to beginning work. Coordinate with residents for the duration of removal.

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.

Contractor is directed to Section 8.1 of the the "Structural Section and Subgrade Investigation – 2025 Drainage and Roadway Rehabilitation Project – M Street" provided by Construction Materials Engineers, INC.(CME) dated March 2025 and included in these project specifications regarding the demolition and removal of existing asphalt concrete.

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. Contractor shall notify affected property owners of such occurrence.

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

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

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

302 SUBGRADE PREPARATION

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

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

305 TRENCH EXCAVATION AND BACKFILL

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

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

It is anticipated that storm, surface, ground, or other waters will be encountered at various times during the work herein contemplated. The contractor shall be responsible for all removal of said water to

facilitate the work. All costs associated with removal of groundwater including, but not limited to, bypass pumping shall not be subject to additional payment and be included in applicable pipe installation bid item. Disposal of groundwater into the storm drain system shall not be allowed. The Contractor, by submitting a Proposal, acknowledges that they have investigated the risks arising from such waters and has prepared the Proposal accordingly, and the Contractor by submitting a Proposal assumes all of said risk.

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

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

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

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

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

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

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

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

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

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

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

305.20 - Basis of Payment: There shall be no direct payment for trench excavation, bedding, trench backfill (native, imported and/or slurry), filter fabric and densification for the storm drain improvements and no additional compensation will be allowed the Contractor.

306 STORM DRAIN CONSTRUCTION

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

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

1. PVC solid wall storm drain pipe

Materials for PVC storm drain pipe shall conform to the Standard Specifications unless otherwise specified in these specifications. SDR-35 PVC sewer pipe shall meet the requirements of ASTM D2412, and shall meet the minimum stiffness of 46 P.S.I. as defined by the requirements of ASTM D3034 or ASTM F679 applied based on diameter. PVC pipe shall be joined by means of gasketed bell and spigot joints and shall have a home mark on the spigot end to indicate proper penetration when joint is made.

2. Pipe connections

Pipe clamps shall be stainless steel, including bolts and lugs as manufactured by JCM Industries Type 108 or approved equal. Contractor shall furnish full circle, universal clamp couplings with a minimum three-sixteenths (3/16) inch thick neoprene, grid-type gasket. Clamps shall be constructed to fit outside diameter of pipe. Minimum clamp length shall be eighteen (18) inches

for replacement pipe O.D. of less than ten and three-quarters (10.75) inches. Flexible couplings shall conform to ASTM C425, as manufactured by Fernco, Series 5000 strong back RC couplings or approved equal.

3. Pipe pillows at main connections

The concrete pillow shall be Portland Cement Concrete (P.C.C.), 3,000 PSI minimum compressive strength at 28 days, minimum of six sacks of cement per cubic yard with a slump of one to four inches.

4. Mechanical service lateral connections

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

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

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

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

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

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

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

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

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

306.08 - Basis of Payment: Refer to Bid Item Clarification.

308 AGGREGATE BASE COURSES

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

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

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

308.07 - Basis of Payment: There shall be NO DIRECT PAYMENT for preparation and placement of aggregate base course used under PCC curb and gutter, driveway aprons, pedestrian ramps, valley gutter, alley aprons, residential walkways, and sidewalks. Compensation shall be deemed included in other items of work.

309 CEMENT TREATED BASE

309.02 Composite of Mixtures. Once the existing asphalt roadway is removed, the remaining material shall be mixed to a depth indicated on the Bid Item Clarifications and shall conform to the following requirements:

Cement Treated Recycled Aggregate Base

Sieve Size		Percent Passing (%)	
3"		100%	
No. 200		0-12	
Test	Test Method		Requirement

Resistance (R) Value	ASTM D2844	70 Minimum
----------------------	------------	------------

The pulverized material shall be rolled with a pneumatic tired roller and rough graded to base grade (± 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 **three (3%) 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. Placement of the cement modifier shall occur within 3 days after removal of the existing asphalt materials. **Bituminous plant mix shall not be placed on the cement modified material until the material is allowed to cure for seven (7) calendar days after 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, CURB AND GUTTER, SIDEWALK, DRIVEWAY APRONS, AND VALLEY GUTTER

312.01.01 - Description: This work shall consist of construction of Portland Cement Concrete curb and gutter, sidewalks, driveways, and ADA accessible ramps, including supplying six inches (6") of aggregate base (four inches (4") under sidewalks and residential walkways) 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 toweling. Hard steel toweling 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 Project Coordinator.

Plantmix Bituminous Pavement shall be Type 3 aggregate, 50 Blow, 3% air voids with lime per NDOT Marination Method shall be used for all asphalt hot mix for this project.

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. 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 Type 3 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 (2.25 sq.ft). 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 shall 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 RTC 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 night time 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.

**STRUCTURAL SECTION AND
SUBGRADE INVESTIGATION
2025 DRAINAGE AND ROADWAY
REHABILITATION PROJECT
M STREET FROM THE INTERSECTION OF
PYRAMID WAY TO 1ST STREET
SPARKS, NEVADA**



CME

**CONSTRUCTION
MATERIALS
ENGINEERS, INC.**



PREPARED FOR:



**MARCH 2025
FILE: 3630**



300 Sierra Manor Drive, Suite 1
Reno, NV 89511

March 12, 2025
File: 3630

Mr. Bob Schricker, CCM
City of Sparks
431 Prater Way
Sparks, NV 89431

**RE: Structural Section and Subgrade Investigation
2025 Drainage and Roadway Rehabilitation Project
M Street from the Intersection of Pyramid Way to 1st Street
Sparks, Nevada**

Dear Mr. Schricker:

Construction Materials Engineers, Inc. is pleased to submit our Structural Section and Subgrade Investigation report for the 2025 Drainage and Roadway Rehabilitation Project along M Street, spanning from the intersection of Pyramid Way to 1st Street in Sparks, Washoe County, Nevada.

The following report includes the results of our field investigation, laboratory analysis, and presents design and construction recommendations related to the pavement structural section rehabilitation/reconstruction. Thank you for the opportunity to provide our services and look forward to working on future endeavors together.

Please feel free to contact the undersigned if you have any questions or require additional information.


Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



Digitally signed
by Nicholas R.
Anderson
Date: 2025.03.12
07:57:19 -07'00'

Nicholas R. Anderson, PE, GE
Geotechnical Project Manager
nanderson@cmenv.com
Direct: 775-737-7578
Cell: 916-705-1959


Zachary Bower, EI
Engineering Intern
zbower@cmenv.com
Mobile: 775-313-4575

ZB:NRA:zb
\\dcfs\data\projects\projects\active\3630\report\2025\final\structural section and subgrade investigation report - 2025 drainage and roadway rehabilitation project.docx

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 PROJECT DESCRIPTION & SITE CONDITIONS.....	2
2.1 Project Description	2
2.2 Site Conditions	2
3.0 FIELD EXPLORATION	3
4.0 LABORATORY TESTING.....	3
5.0 PAVEMENT STRUCTURAL SECTION AND SUBGRADE SOIL CONDITIONS	4
5.1 Existing Pavement Distresses	4
5.2 Existing Structural Section Thickness	7
5.3 Existing Aggregate Base Description	7
5.4 Subgrade Soil Conditions	8
5.4.1 Soil Moisture and Groundwater Conditions	8
6.0 DISCUSSION AND GENERAL INFORMATION	9
6.1 Discussion	9
6.2 General Information	10
7.0 DESIGN RECOMMENDATIONS	11
7.1 Subgrade Soil Strength (Resilient Modulus)	11
7.2 ESAL Calculations	11
7.3 Design Structural Number Calculation	12
7.4 Design Structural Section	13
8.0 STRUCTURAL SECTION CONSTRUCTION RECOMMENDATIONS	14
8.1 Demolition and Removal of Existing Asphalt Concrete	14
8.2 Proof-roll Existing Aggregate Base	14
8.3 Subgrade Stabilization	14
8.4 Cement Treated Base (CTB)	15
8.5 Imported Aggregate Base Material (if Required)	16
8.6 Asphalt Concrete Pavement	16
8.7 Pavement Maintenance	16
8.8 Testing & Documentation	17
9.0 LIMITATIONS.....	18

TABLES

Table 1: Proposed Rehabilitated Roadway Summary	2
Table 2: Summary of Existing Structural Section Thicknesses	7
Table 3: Aggregate Base Laboratory Testing Summary	7
Table 4: Subgrade Soil Summary	8
Table 5: General Definitions and Standards for Report Recommendations	10
Table 6: Design-Life ESAL Counts	11
Table 7: Design Structural Number Parameters	12
Table 8: Structural Section Layer Coefficient Values	13
Table 9: Recommended Design Pavement Structural Section Thickness	13
Table 10: Stabilizing Fill Gradation Specifications	15
Table 11: Flexible Pavement Plantmix Recommendations	16

PHOTOGRAPHS

Photograph 1: Pavement Condition at C-24-01	4
Photograph 2: Pavement Condition at C-24-02	5
Photograph 3: Pavement Condition at C-24-03	5
Photograph 4: Pavement Condition at C-24-04	6
Photograph 5: Pavement Condition at C-24-05	6

FIGURES

Figure 1: 2025 Drainage and Roadway Rehabilitation Project Extents	2
--	---

APPENDICES

APPENDIX A

Plate A-1 – Exploration Location Map
Plate A-2 – Pavement Core Logs
Plate A-3 – Soil Classification Chart

APPENDIX B

Plate B-1 – Sieve Analysis Testing
Plate B-2 – Plasticity Index Testing
Plate B-3 – Moisture-Density Curve
Plate B-4 – Unconfined Compressive Strength of Cement Treated Base
Plate B-5 – R-value Testing

STRUCTURAL SECTION AND SUBGRADE INVESTIGATION

2025 Drainage and Roadway Rehabilitation Project M Street from the Intersection of Pyramid Way to 1st Street Sparks, Nevada

1.0 INTRODUCTION

Presented herein are the results of Construction Materials Engineers, Inc.'s (CME) geotechnical exploration, laboratory testing, and associated geotechnical/pavement design and construction recommendations for the proposed 2025 Drainage and Roadway Rehabilitation Project on M Street between the intersections of Pyramid Way and 1st Street in Sparks, Washoe County, Nevada.

Our study included field exploration, laboratory testing, and engineering analyses to identify the physical and mechanical properties of the various on-site materials. Results of our field exploration and testing programs are included in this report and form the basis for all conclusions and recommendations. These recommendations are based on subsurface conditions encountered in our explorations and on details of the proposed project as described in this report. The objectives of this study were to:

- Determine the existing structural section thicknesses including both the pavement and aggregate base;
- Evaluate general subgrade soil conditions relevant to the design and construction of the proposed improvements; and
- Provide roadway rehabilitation/reconstruction design and construction recommendations, as related to these geotechnical conditions.

Per our scoping discussions with the City of Sparks, the geotechnical work for this project including the subsurface investigation, laboratory testing, and engineering analysis will comply with the 2007 RTC Flexible Pavement Design Manual, 1993 AASHTO Guide for Design of Pavement Structures, and local standard practices.

The location and general limits of the proposed project are presented on Plate A-1 (Exploration Location Map) in Appendix A.

2.0 PROJECT DESCRIPTION & SITE CONDITIONS

2.1 PROJECT DESCRIPTION

The 2025 Drainage and Roadway Rehabilitation Project will be localized to a segment of M Street. The general details of the roadway are summarized in Table 1 with the approximate limits highlighted in purple on Figure 1.

Table 1: Proposed Rehabilitated Roadway Summary				
Roadway Segment	Roadway Functional Classification	Approximate Width (ft)	Approximate Length (ft)	Number of Residential Dwellings Along Roadway Segment
M Street from Pyramid Way to 1 st Street	Local	30±	2,300±	70±
NOTES: 1. Approximate lengths and widths should not be used for bidding purposes.				

Pavement reconstruction or rehabilitation includes replacement of the existing paved traveled and parking lanes.

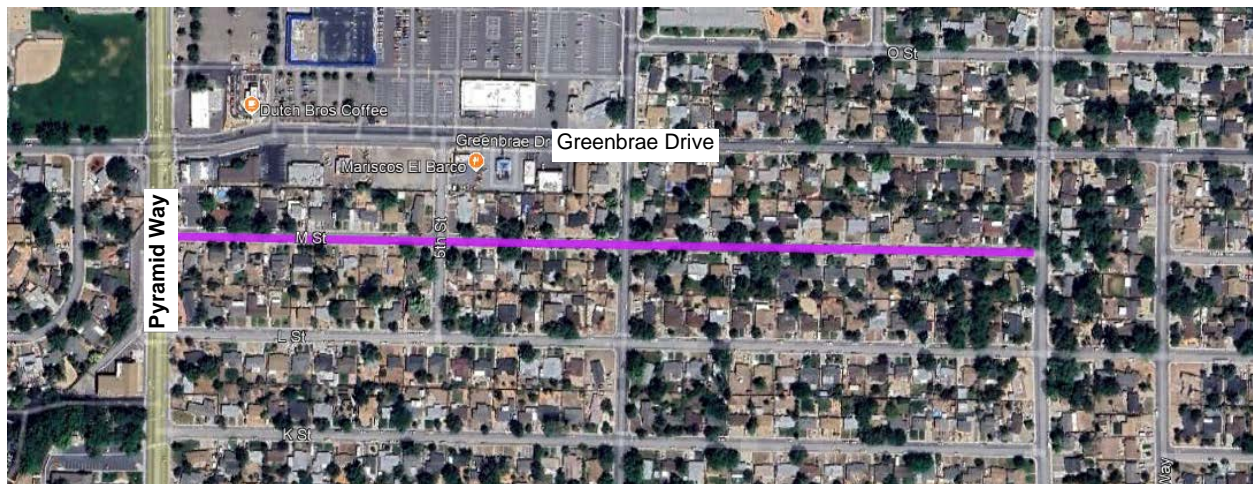


Figure 1: 2025 Drainage and Roadway Rehabilitation Project Extents

2.2 SITE CONDITIONS

The existing roadway is a two-lane road with a single lane in each travel direction and on-street parking on both sides. The road has a total width of approximately 30 feet. Surface drainage is facilitated by concrete curbs and gutters, which channel runoff into underground storm drain systems. Based on the pavement distress (refer to Section 5.1), the existing pavement has deteriorated significantly, showing signs of wear and distress consistent with having surpassed the functional design life.

3.0 FIELD EXPLORATION

Field exploration was completed on November 18th and 19th, 2024 and included performing a total of five (5) asphalt core location within the existing paved right-of-way using both 6-inch and 8-inch diameter core barrels. Asphalt cores collected were measured for thickness and evaluated for structural distresses. The approximate locations of the asphalt cores are shown on Plate A-1 in Appendix A.

Following coring, hand excavation was performed to:

- Evaluate the existing underlying aggregate base layer for thickness and general material composition.
- Assess and classify the subgrade soil below the aggregate base to determine subgrade soil characteristics.

Bulk samples of the aggregate base and subgrade soil were collected and sealed in the field to preserve moisture content. CME personnel visually examined and classified the materials in general accordance with ASTM D2488. Where applicable, material classifications were subsequently updated based on laboratory testing in general accordance with ASTM D2487. Asphalt core logs are presented as Plate A-2 and a Soil Classification Chart is included as Plate A-3.

4.0 LABORATORY TESTING

Soil testing performed in CME's laboratory was conducted in general accordance with ASTM Standards. Significant soil types were selected and analyzed to determine index and mechanical properties. The following laboratory tests were completed as part of this investigation:

- Grain size distribution (ASTM D6913);
- Plasticity index (ASTM D4318),
- R-value (ASTM D2844),
- Moisture Density Curve (ASTM D558-19 Method B); and
- Unconfined Compressive Strength of Cement Treated Base (ASTM D1633).

Laboratory test results are presented in Appendix B.

5.0 PAVEMENT STRUCTURAL SECTION AND SUBGRADE SOIL CONDITIONS

5.1 EXISTING PAVEMENT DISTRESSES

CME performed visual observations of the existing roadway distresses between November 18th and 19th, 2024. Pavement conditions and general distresses were relatively consistent throughout the alignment. A summary of the observed pavement distresses on M Street, between the intersections of Pyramid Way and 1st Street include:

- Regularly spaced low to high severity transverse (thermal) cracking
- Longitudinal cracking
- Alligator cracking
- Block cracking
- Extensive areas of the roadway show large areas of medium severity fatigue cracking.
- Minor and major patching is observed, likely due to utility work.
- Evidence of previous crack sealant and slurry seal applications. The crack sealant appears old and likely past its functional life.

In addition to the existing distresses observed, utility work was being performed at the time of our exploration, which will result in a trench patch being added to the roadway. Photographs 1 through 5 show the typical pavement condition at several locations across the M Street segment between the intersections of Pyramid Way and 1st Street.



Photograph 1: Pavement Condition at C-24-01



Photograph 2: Pavement Condition at C-24-02



Photograph 3: Pavement Condition at C-24-03



Photograph 4: Pavement Condition at C-24-04



Photograph 5: Pavement Condition at C-24-05

5.2 EXISTING STRUCTURAL SECTION THICKNESS

The existing structural section encountered consisted of an asphaltic concrete (AC) pavement overlying an existing base course. Structural section thicknesses encountered are presented in Table 2.

Table 2: Summary of Existing Structural Section Thicknesses				
Roadway Segment	Core ID	Asphalt Concrete Pavement Thickness (in)	Aggregate Base Thickness (in)	Total Structural Section Thickness (in)
M Street from Pyramid Way to 1 st Street	C-24-01	5	7	12
	C-24-02	2 $\frac{7}{8}$	11 $\frac{1}{8}$	14
	C-24-03	3 $\frac{3}{8}$	9	12 $\frac{3}{8}$
	C-24-04	3 $\frac{1}{2}$	11 $\frac{1}{2}$	15
	C-24-05	3	11	14
Average		3 $\frac{1}{2}$	10	13 $\frac{1}{2}$

5.3 EXISTING AGGREGATE BASE DESCRIPTION

The existing aggregate base consists of generally coarse-grained material with maximum particle sizes ranging from 2.0 to 2.5 inches, low plasticity fines, and a high R-value. Table 3 summarizes the laboratory test results relevant to the proposed roadway rehabilitation.

Table 3: Aggregate Base Laboratory Testing Summary							
General Location	Exploration ID	Maximum Particle Size	Percent Passing Sieve Size			Plasticity Index (PI)	R-value
			2-inch	¾-inch	No. 200		
M Street from Pyramid Way to 1 st Street	C-24-01 & C-24-02	2.5-inch	92	76	8.6	3	80
	C-24-03, C-23-04, & C-24-05	2-inch	100	82	3.0	NP	
Average		2.25-inch	96	79	5.8	2	80
Recycled On-Site Aggregate Base Specification							
SSPWC, Table 200.01.04-I		2-inch Minus	100	N/A	0-12	N/A	70 Min
NOTES: 1. This table is strictly intended to summarize the laboratory testing; for detailed laboratory test results, refer to Appendix B. 2. NP = non-plastic							

The in-place base material appears to closely comply with a Type 2 Recycled Aggregate Base (SSPWC, Table 200.01.04-I). In our professional opinion, based on the current performance of the existing structural section and laboratory test results, the existing in-place aggregate base may be considered for reuse by reworking in place, subject to approval by the owner or agency.

5.4 SUBGRADE SOIL CONDITIONS

Based on the *Preliminary Revised Geologic Maps of the Reno Urban Area, Nevada* (Ramelli et al, 2011), the subject site is geologically mapped as young alluvium (Qay). In this area, young alluvium is typically a mixture of slowly deposited sand and low to medium plasticity clays.

Based on our laboratory testing, a summary of the subgrade soil classifications and material properties are presented in Table 4.

Table 4: Subgrade Soil Summary				
Exploration ID	USCS Classification	In-situ Moisture Content %	Percent Passing the No. 200 Sieve	Plasticity Index (PI)
C-24-01	Clayey sand with gravel (SC)	11.7	38.8	16
C-24-03	Clayey sand with gravel (SC)	16.2	47.3	12
C-24-05	Sandy fat clay (CH)	26.3	61.1	32
50 th Percentile Value	-	16.2	47.3	16

Subgrade soil material and strength characteristics at this site are generally described as exhibiting moderate to high fines, medium to high plasticity, over optimum moisture, and low R-values with a corresponding medium to high expansion/swell potential.

5.4.1 SOIL MOISTURE AND GROUNDWATER CONDITIONS

Groundwater was not encountered during our exploration and is not anticipated to be at a depth that will impact construction. Subgrade soils were generally encountered in a moist to very moist condition with moisture contents on the order of 11 to 26 percent. Based on index properties, optimum moisture is anticipated to be on the order of 10 to 18 percent. Due to anticipated above optimum moisture conditions and the potential for surface infiltration through existing cracks and pavement distresses, the risk of oversaturated zones increases significantly. Therefore, the contractor should be prepared for potentially unstable subgrade soil once the overlying pavement is removed during reconstruction.

6.0 DISCUSSION AND GENERAL INFORMATION

6.1 DISCUSSION

Based on discussions with the City of Sparks, the preferred roadway rehabilitation method includes the complete removal of existing asphalt concrete, treatment of the in-place aggregate base with cement to create Cement Treated Base (CTB), and replacement with new asphalt concrete.

In our professional opinion, the preferred reconstruction method is a suitable design solution for the following reasons:

- The existing structural section (refer to Section 5.2) has held up well over its current life
- The existing pavement distresses do not indicate excessive base failure or subgrade failure
- Cement treatment of the in-place aggregate base will reduce off-haul, increase the shear strength and overall durability of the base material, and limit exposure of potentially unstable subgrade material under construction traffic loading.
- The proposed reconstructed structural section will have a higher structural number (SN) than the existing structural section and is expected to provide better overall support and durability for the roadway.

6.2 GENERAL INFORMATION

The following definitions and standards are applicable for recommendations in this report relating to design and construction of the proposed project:

Table 5: General Definitions and Standards for Report Recommendations	
Fine Grained Soil	<p>For the purposes of this report, fine-grained soil may be defined as:</p> <ul style="list-style-type: none"> • Soil with more than 35 percent by weight passing the number 200 sieve; and • A plasticity index less than 15 ($PI < 15$), or expansion index less than 20 ($EI < 20$).
Clay Soil	<p>For the purposes of this report, clay soil may be defined as:</p> <ul style="list-style-type: none"> • Soil with more than 15 percent by weight passing the number 200 sieve; and • A plasticity index greater than or equal to 15 ($PI \geq 15$), or expansion index greater than 20 ($EI > 20$).
Granular Soil	<p>Existing onsite soil not meeting the requirement for a fine-grained or clay soil with:</p> <ul style="list-style-type: none"> • A maximum particle size of 4-inches or less, • Less than 30 percent retained on the $\frac{3}{4}$ inch sieve; • Less than 35 percent passing the No. 200 sieve; • Plasticity index less than 15 ($PI < 15$), or expansion index less than 20 ($EI < 20$).
Structural Fill	<ul style="list-style-type: none"> • Soil generated from onsite grading may be reused as structural fill provided it meets the requirements of a granular soil and is free of organics or deleterious materials. • Structural fill is the supporting soil placed in densified lifts below foundations, concrete slabs-on-grade, pavements, or any structural element that derives support from the underlying sub-soils material. • Imported structural fill shall meet the requirements in SSPWC Section 200.01.09.
Structural Areas	<ul style="list-style-type: none"> • Includes all areas that will be used for the support of concrete slabs, flatwork, foundations, pavements, or other structures deriving support from the underlying soil.
Cement Treated Base	<ul style="list-style-type: none"> • Cement treated base is defined as aggregate base treated with cement, cured, and with a resulting 7-day unconfined compressive strength of 300 psi or greater.
Subgrade	<ul style="list-style-type: none"> • The elevation directly below the aggregate base layer for both concrete slabs-on-grade and pavements; • Bottom of excavation for foundations bottomed on native soil materials and structural fill. • The native soil surface elevation below structural fill.
Relative Compaction	<ul style="list-style-type: none"> • The dry density of soil after compaction and placement in the field, expressed as a percentage of the maximum dry density in accordance with ASTM D1557. Optimum moisture content shall be determined in accordance with ASTM D1557.
Standard Specifications	<ul style="list-style-type: none"> • Work shall be performed in general conformance with the Standard Specifications for Public Works Construction, 2012, Revision No. 8, Dated 10/19/2018 (SSPWC).

7.0 DESIGN RECOMMENDATIONS

7.1 SUBGRADE SOIL STRENGTH (RESILIENT MODULUS)

Subgrade soil resilient modulus (M_R) is based on the 2007 RTC Flexible Pavement Design Manual Section 3.2.6:

$$\text{Resilient Modulus } (M_R) = 772 + 369 \times (R\text{-value})$$

The 2007 RTC Flexible Pavement Design Manual is based on the 1993 AASHTO Guide for Design of Pavement Structures, which in Chapter 1, Section 1.5, states "...the following correlation may be used for fine-grained soils (R-value less than or equal to 20) until designers develop their own capabilities."

The minimum R-value needed for the structural section design thickness in Section 7.4 to be correct is 5. Based upon index testing, the subgrade soils encountered are anticipated to have an R-value greater than 5. Consequently, the following calculations are performed using an R-value of 5 and a corresponding resilient modulus of 2,617 psi.

7.2 ESAL CALCULATIONS

ESAL estimates are based on 20-year design life using the following vehicular loading assumptions:

Standard Passenger Vehicle Loading	<ul style="list-style-type: none"> 70 dwellings with a total of 10 trips per day per dwelling unit (5 departures and returns, which is equivalent to a directional distribution factor of 0.5). Note that local traffic patterns that might warrant this number to be higher were not considered as the ESALs associated with passenger vehicles are typically not meaningful to pavement structural design. Typical automobile weight: 2,000 to 7,000 lbs., with an average ESAL of 0.0004. No growth in traffic over the design period.
Trash Service and Delivery Trucks	<p>General Shipping/Receiving Traffic:</p> <ul style="list-style-type: none"> Includes water service vehicles, UPS/FedEx trucks, recreational vehicles, and others (FHWA Class 5 and Class 6). Average ESAL per trip: 0.20. Assumed to account for approximately 1% of total trips generated over a 20-year design period (AADT of 4 trips per day). Traffic patterns of the delivery truck traffic and recreational vehicles will be variable with the potential for one lane to experience more passes than the other. Therefore a directional distribution of 1.0 was considered for design. <p>Trash and Recycling Trucks:</p> <ul style="list-style-type: none"> Trash collection: once per week. Recycling service: every other week. Average ESAL per trip: 3.0 Trash and recycling trucks trips include 1 pass over each directional lane.

Table 6: Design-Life ESAL Counts

Vehicular Loading Condition	Estimated AADT	Directional Distribution Factor	Days per Year	Years	Average Estimated ESAL Per Vehicle	Estimated Design Life ESAL Count
Passenger Vehicle Residential Traffic	700	0.5	365	20	0.0004	1,022
Delivery Trucks and Recreation Vehicles	4	1.0	365	20	0.2	5,840
Trash+ Recycling	3	0.5	52	20	3.0	4,680
Total Estimated 20-Year Design Life ESAL:						11,542

7.3 DESIGN STRUCTURAL NUMBER CALCULATION

The design structural number for the roadway segment is determined by the following calculation, as presented in the 1993 AASHTO *Guide for Design of Pavement Structures*:

$$\log_{10}(ESAL_{20}) = Z_R * S_o + 9.36 * \log_{10}(SN + 1) - 0.20 * \frac{\log_{10}\left(\frac{\Delta PSI}{4.2 - 1.5}\right)}{0.40 + \frac{1094}{(SN + 1)^{5.19}}} + 2.32 * \log_{10}(M_R) - 8.07$$

Where:

SN = Structural Number

R = Reliability

Z_R = Standard Normal Deviate

S_o = combined standard error of the traffic prediction and performance prediction

ΔPSI = difference between the initial design serviceability index, p_o , and the design terminal serviceability index, p_t

Table 7 presents the remaining input parameters and their respective sources.

Table 7: Design Structural Number Parameters		
Design Parameter	Value	Reference
Reliability, R	70%	AASHTO Guide for Design of Pavement Structures, 1993, Table 2.2 recommends 50-80%
Standard Normal Deviate, Z_R	-0.524	Based on R
Combined standard error of the traffic prediction and performance prediction, S_o	0.45	2007 RTC Flexible Pavement Design Manual Section 3.2.4
Design initial serviceability index, p_o	4.2	2007 RTC Flexible Pavement Design Manual Table 3.3 for Collector
Design terminal serviceability index, p_t	2.0	2007 RTC Flexible Pavement Design Manual Table 3.3 for Collector

Using these design values and the previously calculated ESAL estimates, the minimum calculated structural number (SN) is 1.80. The City of Sparks minimum pavement structural section for local/residential roads is 4-inches of asphalt concrete (AC) on 6-inches of aggregate base (AB); using the layer coefficients in the 2007 RTC Flexible Pavement Design Manual, this is a structural number (SN) of 2.28. Consequently, the minimum structural number (SN) for this project is 2.28.

7.4 DESIGN STRUCTURAL SECTION

Based on the 2007 RTC Flexible Pavement Design Manual Table 3 and 1993 AASHTO Table L5.1, the following layer coefficients were used:

Table 8: Structural Section Layer Coefficient Values		
Material Type	Layer Coefficient (a_i)	Drainage Coefficient (M_i)
Plantmix Bituminous Surface (AC)	0.39	N/A
Cement Treated Base (CTB)	0.23	1.0

Based on the recommendations, calculations, and assumptions in this report, the recommended pavement structural section is provided in Table 9.

Table 9: Recommended Design Pavement Structural Section Thickness		
Roadway Segment	Asphalt Concrete Pavement (in)	Cement Treated Base (in)
M Street from Pyramid Way to 1 st Street	4.0	6.0

8.0 STRUCTURAL SECTION CONSTRUCTION RECOMMENDATIONS

8.1 DEMOLITION AND REMOVAL OF EXISTING ASPHALT CONCRETE

Demolition and removal of the existing asphalt concrete surface shall be carefully planned to ensure preservation of the underlying aggregate base thickness. The removal efforts may utilize milling or sawcut methods typically implemented for public roadway construction. Pulverization is not permitted as disturbance or loss of the underlying base may occur.

Asphalt concrete and millings should be completely removed from the site and properly disposed of. The contractor should be aware of the risk in milling asphalt concrete with alligator cracking; the milling process may result in larger than desired pieces of asphalt due to the existing alligator cracking. The selected process of removing the existing asphalt concrete should consider the existing asphalt concrete distresses.

Except for proof rolling, construction traffic over the exposed aggregate base should be limited, where possible, to prevent the development of subgrade instability in an otherwise stable subgrade.

8.2 PROOF-ROLL EXISTING AGGREGATE BASE

Within older cracked pavements, surface moisture can seep into the existing structural section and oversaturated subgrade soil. Subgrade soil with over optimum moisture contents are susceptible to pumping instabilities especially when subjected to construction traffic.

To determine if pumping instability is present following demolition of the asphalt, the exposed base shall be proof-rolled with heavy rubber-tired construction equipment such as a fully loaded water truck. Unstable areas, where encountered, should be marked for stabilization. Recommendations for stabilization are presented in Section 8.3.

8.3 SUBGRADE STABILIZATION

The method of remediation of pumping instabilities will be contingent upon the extent of instability, construction season, soil type, and construction methods employed by the earthwork contractor. It is important to note that alternative stabilization methods may be applicable, and the contractor bears the responsibility of stabilizing pumping soil prior to placement of the proposed structural section.

The contractor may need to adjust site activities to prevent damage to otherwise firm site soil throughout construction. Limiting exposure of unpaved roadways to construction traffic prior to paving is critical. If unstable subgrade is encountered, remediation shall include removal and replacement as described below:

- Stabilization can be achieved by removing oversaturated soil and replacing it with stabilizing fill overlying a high-performance geotextile.
- This method is preferred in areas where drying of oversaturated zones is unlikely due to the fine-grained nature of the material or project timeframe.
- A test section is recommended to determine the required thickness of stabilizing fill. Stabilization is always a trial-and-error procedure with requirements and effectiveness varying within the same project. Depending on the magnitude of loading from construction vehicles, a stabilizing fill thickness of 18 inches is anticipated. However, it is recommended that, unless a more stable surface is encountered at a shallower depth, the thickness of the stabilizing fill layer shall not be less than 12 inches. Shallow utilities may be present impacting the depth of removal, we recommend all utility locations be identified prior to excavation.
- To ensure optimal performance, a high-performance geotextile shall be placed directly below the stabilizing fill, providing both separation and stabilization functions. The geotextile shall adhere to Class 1 (AASHTO M288) woven fabric specifications, such as Mirafi HP570, Terra Tex HPG-57, or any approved equal.

- Prior to placement of the geotextile, the ground surface should be smooth without sharp particles or abrupt edges. The geotextile should be laid in accordance with the manufacturer's recommendation with a minimum joint overlap of 18 inches. Construction equipment is prohibited from traveling directly over the geotextile. It is recommended that the initial lift of stabilizing fill be placed from outside the excavation or should be pushed ahead of the construction equipment during placement over the geotextile. Construction equipment should be light weight such as a rubber-tired backhoe.
- A minimum densified stabilizing fill thickness of 12 inches is required over the geotextile layer, with the potential for additional thicknesses to ensure optimal stabilization. Prior to the densification process, stabilizing fill shall be uniformly moisture conditioned to within plus or minus 2 percent of optimum moisture. Stabilizing fill material must adhere to the specifications outlined below:

Table 10: Stabilizing Fill Gradation Specifications	
Sieve Size	Percent by Dry Weight Passing
4 Inch	100
¾ Inch	70 – 100
No. 4	20 – 70
No. 200	0 – 8
Maximum Liquid Limit	Maximum Plastic Index
35	5
R-value	
70 Minimum	

- The initial lift of stabilizing fill shall have a minimum loose lift thickness of 15-inches. Subsequent lifts should be placed in maximum 12-inch lifts. It is recommended that prior to placement, the stabilizing fill be uniformly moisture conditioned to plus or minus 2 percent of optimum moisture then densified. Higher moisture contents are acceptable if the soil lift is stable and required relative compaction can be attained in the soil lift and succeeding soil lifts. Stabilizing fill shall be densified to at least 90 percent relative compaction.

8.4 CEMENT TREATED BASE (CTB)

CTB as used in this report, includes the addition of cement to the mixture of in-place aggregate base. CTB increases the strength of the structural section component.

Unconfined Compressive Strength (UCS) testing was conducted on the existing base with cement additives of 3, 4, and 5 percent using Nevada Cement Type II cement. Detailed laboratory test results are provided in Appendix B.

A minimum 7-day unconfined compressive strength of 300 psi is required for the cement treated base material. Based on mix designs performed for this project, a 7-day unconfined compressive strength minimum of 300 psi was achieved with 3% cement. Cement treated base should be created by mixing the in place aggregate base with at least 3% cement by dry mass aggregate base.

The cement treated base shall be constructed in accordance with SSPWC Section 309 using the "Roadmix Method".

8.5 IMPORTED AGGREGATE BASE MATERIAL (IF REQUIRED)

If, during construction, it is discovered that the existing base material does not meet the recommended minimum thickness or if the removal of saturated base material is necessary to facilitate stabilization efforts, imported aggregate base material may be required.

Any imported aggregate base material should be brought to the site prior to the mixing of CTB, as described in Section 8.4. Imported material must consist of Type 2, Class B aggregate base conforming to Section 200.01 of the SSPWC.

If aggregate base material is required after site mixing has been completed, please contact our office for further guidance.

8.6 ASPHALT CONCRETE PAVEMENT

Based on our local experience, Table 11 presents recommended plantmix recommendations for various project areas.

Table 11: Flexible Pavement Plantmix Recommendations							
Project Area	ESAL Range	Plantmix Aggregate	Air Voids	Blows per Side	Asphalt Binder	Maximum Recycled Asphalt Pavement (%)	Minimum Hydrated Lime by Dry Weight of Aggregate (%)
Local Roads	$\leq 10^4$	Type 3	3%	50	PG64-28NV	15	1½
NOTES: 1. All plantmix elements shall comply with the SSPWC.							

Densification and placement of asphalt concrete pavement shall be performed in accordance with the recommendations of the SSPWC.

The contractor shall submit a pavement mix design to the owner at least 10 working days prior to construction for approval. It is recommended that when pavement is placed adjacent to concrete flatwork, the finish compacted grade of the pavement be at least ¼ to ½ of an inch higher than the edge of adjacent concrete surface. This is to allow adequate compaction of the pavement without damaging the concrete.

8.7 PAVEMENT MAINTENANCE

Maintenance is mandatory for long-term pavement performance. Maintenance refers to any activity performed on the pavement that is intended to preserve its original service life or load-carrying capacity. Examples of maintenance activities include patching, crack or joint sealing, and seal coats. If these maintenance activities are ignored or deferred, premature failure of the pavement will occur.

The cost associated with proper maintenance is generally much less than the cost for reconstruction due to premature failure of the pavement. Therefore, since pavement quality is an integral consideration in the formulation of our design recommendations, we strongly recommend the owner/project manager implement a pavement management program.

8.8 TESTING & DOCUMENTATION

The recommendations presented in this report are based on the assumption that the owner/project manager provides sufficient field testing and construction review during all phases of construction. These construction observations and testing services should include but not be limited to:

- Engineer approval of all imported material;
- QA testing of concrete, cement, cement treated base, aggregate base, asphalt concrete and other imported materials in accordance with the SSPWC;
- Aggregate base proof-rolling;
- Unstable subgrade remediation;
- Site preparation and grading onsite inspection and compaction testing;
- Asphalt paving onsite inspection and compaction testing.

CME employs a large staff of certified inspectors and testers to provide these services. Prior to construction, the owner/project manager should schedule a preconstruction conference to include, but not be limited to: owner/project manager, project engineer, general contractor, earthwork and materials subcontractors, and geotechnical engineer. It is the owner's/project manager's responsibility to set-up this meeting and contact all responsible parties. The conference will allow parties to review the project plans, specifications, and recommendations presented in this report, and discuss applicable material quality and mix design requirements. All quality control reports should be submitted to the owner/project manager for review and distributed to the appropriate parties.

Additionally, all plans and specifications should be reviewed by the engineer responsible for this geotechnical report to determine if they have been completed in accordance with the recommendations contained herein. It is the owner's/project manager's responsibility to provide the plans and specifications to the geotechnical engineer.

9.0 LIMITATIONS

Exploration Location and Geologic Variations	<ul style="list-style-type: none"> This report has been prepared in accordance with generally accepted local geotechnical practices. The conclusions and recommendations of this report are provided for the design and construction of the proposed project as described in this report. The analyses and recommendations contained herein are based upon field exploration locations included on Plate A-1. Exploration locations included as part of this report should be considered accurate only to the degree implied by the methods used. This report does not reflect soil, rock, or groundwater variations that may become evident during the construction period, at which time re-evaluation of the recommendations may be necessary.
General Intent and Information Distribution	<ul style="list-style-type: none"> The intent of this report is to provide geotechnical information related to construction and design of the project. The owner/project manager is responsible for distribution of this report to all designers and contractors whose work is affected by geotechnical recommendations provided. In the event of changes in the design, location, or ownership of the project prior to construction, our recommendations should be reviewed by our geotechnical representative. If our engineer is not accorded the privilege of making this recommended review, CME can assume no responsibility for misinterpretation or misapplication of their recommendations or their validity in the event changes have been made in the original design concept without our prior review.
Warranties	<ul style="list-style-type: none"> CME makes no other warranties, either expressed or implied, as to the professional advice provided under the terms of this agreement and included in this report. Any use, reliance on, or decisions, which a third party makes based upon the information contained in this report, are the sole responsibility of such third parties. CME accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report.
Clay Soil Clause	<ul style="list-style-type: none"> Clay soils may be present in discontinuous areas below the proposed improvements. Clay soils may potentially shrink or swell (volume changes) in response to changes in the moisture content of the soil. Moisture changes in these soils can occur as a result of seasonal variations in precipitation, poor site drainage, landscape irrigation, leaking underground pipes, capillary action, or from other sources. Volume changes in clay soils can cause differential movements in structural elements constructed in the sphere of influence or bearing on the clay soil. The project geotechnical engineer shall be notified where questionable soils are encountered.
Standard Owner Maintenance and Monitoring Responsibility	<ul style="list-style-type: none"> All structures are subjected to deterioration from environmental and manmade exposures. As a result, all structures require frequent monitoring and regular maintenance to prevent damage and/or deterioration. Such monitoring and maintenance are the sole responsibility of the Owner. CME, Inc. shall have no responsibility for such issues or resulting damages.
Environmental Hazards Evaluation	<ul style="list-style-type: none"> Any evaluation of the site for the presence of surface or subsurface hazardous substances is beyond the scope of this study. When suspected hazardous substances are encountered during routine geotechnical investigations, they are noted in the exploration logs and reported to the client.

APPENDIX A





V:\Projects\Active\3630\autocad\ELM.dwg


CME

CONSTRUCTION
MATERIALS
ENGINEERS INC.

300 Sierra Manor Drive, Suite 1
Reno, NV 89511

CITY OF SPARKS
2025 DRAINAGE AND ROADWAY REHABILITATION
EXPLORATION LOCATION MAP
M STREET FROM PYRAMID WAY TO 1ST STREET
PROJECT NO.: 3630
DATE:12/31/2024

LEGEND

 APPROXIMATE BORING LOCATION

PLATE

A-1

Page 92

PROJECT/LOCATION

Project No. 3630
Project Name COS 2025 Drainage & Roadway Project
Location M Street, WB No. 1 Lane
(39.54674, -119.75188)

Client City of Sparks
Date 11/18/2024
Logger RR&GP

CORE INFORMATION

Surface Material ☒ A.C.
Surface Distress ☐ Raveling ☐ Rutting ☒ N/A
Surface Cracking ☒ Longitudinal (wheelpath) ☒ Longitudinal (non-wheelpath) ☒ Transverse
☐ Block ☒ Alligator ☐ N/A
Stripping ☐ Stripping _____ " thick ☒ N/A

CORE LAYER DATA

Core No.	Layer Type	Layer Description	Layer Thickness (in)
C-24-01	AC	Type 2	5

Total Core Thickness 5

AGGREGATE BASE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-01	Aggregate Base	7

SUBGRADE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-01	Coarse grain soil with gravel up to 3"	5
	Fat clayey sand with gravel	8

COMMENTS

TOP

5" AC

7" AB

13" SG



PROJECT/LOCATION

Project No. 3630
Project Name COS 2025 Drainage & Roadway Project
Location M Street, EB No. 1 Lane
(39.54668, -119.75034)

Client City of Sparks
Date 11/18/2024
Logger RR&GP

CORE INFORMATION

Surface Material ☒ A.C.
Surface Distress ☐ Raveling ☐ Rutting ☒ N/A
Surface Cracking ☒ Longitudinal (wheelpath) ☒ Longitudinal (non-wheelpath) ☒ Transverse
☐ Block ☒ Alligator ☐ N/A
Stripping ☐ Stripping _____ " thick ☒ N/A

CORE LAYER DATA

Core No.	Layer Type	Layer Description	Layer Thickness (in)
C-24-02	AC	Type 2	2 7/8

Total Core Thickness 2 7/8

AGGREGATE BASE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-02	Aggregate base, up to 3" river rock	11 1/8

SUBGRADE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-02	Clayey sand with gravel and trace organics	10

COMMENTS

TOP

2.875" AC

11.125" AB

10" SG



PROJECT/LOCATION

Project No. 3630
Project Name COS 2025 Drainage & Roadway Project
Location M Street, WB No. 1 Lane
(39.54668, -119.74852)

Client City of Sparks
Date 11/19/2024
Logger GP

CORE INFORMATION

Surface Material ☒ A.C.
Surface Distress ☐ Raveling ☐ Rutting ☒ N/A
Surface Cracking ☒ Longitudinal (wheelpath) ☐ Longitudinal (non-wheelpath) ☒ Transverse
☐ Block ☒ Alligator ☐ N/A
Stripping ☐ Stripping _____ " thick ☒ N/A

CORE LAYER DATA

Core No.	Layer Type	Layer Description	Layer Thickness (in)
C-24-03	AC	Type 2	3 3/8

Total Core Thickness 3 3/8

AGGREGATE BASE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-03	Aggregate base, up to 3"	9

SUBGRADE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-03	Clayey sand with gravel and pockets of medium to high plastic clay.	15 1/2

COMMENTS

TOP

3.375" AC

9" AB

15.5" SG



PROJECT/LOCATION

Project No. 3630
Project Name COS 2025 Drainage & Roadway Project
Location M Street, EB No. 1 Lane
(39.54664, -119.74687)

Client City of Sparks
Date 11/19/2024
Logger GP

CORE INFORMATION

Surface Material ☒ A.C.
Surface Distress ☐ Raveling ☐ Rutting ☒ N/A
Surface Cracking ☒ Longitudinal (wheelpath) ☒ Longitudinal (non-wheelpath) ☒ Transverse
☐ Block ☒ Alligator ☐ N/A
Stripping ☐ Stripping _____ " thick ☒ N/A

CORE LAYER DATA

Core No.	Layer Type	Layer Description	Layer Thickness (in)
C-24-04	AC	Type 2	3 1/2

Total Core Thickness 3 1/2

AGGREGATE BASE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-04	Aggregate base, up to 1"	11 1/2

SUBGRADE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-04	Coarse grain silty soil with gravel up to 2"	7
	Sandy fat clay with gravel	4

COMMENTS

TOP

3.5" AC

11.5" AB

11" SG



PROJECT/LOCATION

Project No. 3630
Project Name COS 2025 Drainage & Roadway Project
Location M Street, WB No. 1 Lane
(39.54665, -119.7457)

Client City of Sparks
Date 11/19/2024
Logger GP

CORE INFORMATION

Surface Material ☒ A.C.
Surface Distress ☐ Raveling ☐ Rutting ☒ N/A
Surface Cracking ☒ Longitudinal (wheelpath) ☒ Longitudinal (non-wheelpath) ☒ Transverse
☐ Block ☒ Alligator ☐ N/A
Stripping ☐ Stripping ___ " thick ☒ N/A

CORE LAYER DATA

Core No.	Layer Type	Layer Description	Layer Thickness (in)
C-24-05	AC	Type 2	3

Total Core Thickness 3

AGGREGATE BASE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-05	Aggregate base, up to 1.5"	11

SUBGRADE INFORMATION

Sample No.	Layer Description	Layer Thickness (in)
C-24-05	Dark grey sandy fat clay	7

COMMENTS

Traces of degraded geotextile at 15.5"
















TOP

3" AC

11" AB

7" SG



SOIL CLASSIFICATION CHART					
MAJOR DIVISIONS			SYMBOLS		TYPICAL CLASSIFICATION NAMES
			GRAPH	LETTER	
Course grained soils	Gravel and gravelly soils	Clean gravels		GW	Well-graded gravels, gravel-sand mixtures, few or no fines
				GP	Poorly-graded gravels, gravel-sand mixtures, few or no fines
		Gravels with fines		GM	Silty gravels, gravel-sand-silt mixtures
				GC	Clayey gravels, gravel-sand-clay mixtures
More than 50% of the material is larger than No. 200 sieve size	Sand and sandy soils	Clean sands		SW	Well-graded sands, gravelly sands, few or no fines
				SP	Poorly-graded sands, gravelly sands, few or no fines
		Sands with fines		SM	Silty sands, sand-silt mixtures
				SC	Clayey sands, sand-clay mixtures
Fine grained soils	Silts and clays	Liquid Limit less than 50		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands with slight plasticity
				CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
				OL	Organic silts and organic silt-clays of low plasticity
		Liquid Limit greater than 50		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
				CH	Inorganic clays of medium to high plasticity
				OH	Organic clays of medium to high plasticity
				PT	Peat or other highly organic soils
NOTES: 1. Dual classifications may occur (e.g. SP-SM, CL-ML, GP-GC)					

NOTES:

1. Dual classifications may occur (e.g. SP-SM, CL-ML, GP-GC)

PARTICLE ANGULARITY	
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular	Particles are similar to angular, but have rounded edges
Subrounded	Particles have nearly plane sides, but have well-rounded corners and edges
Rounded	Particles have smoothly curved sides and no edges

PARTICLE SHAPE	
Flat	Particles with width/thickness >3
Elongated	Particles with length/width >3
Flat and Elongated	Particles meet criteria for both flat and elongated

MOISTURE	
Dry	No discernable moisture
Moist	Moisture present, but no free water
Wet	Visible free water

CEMENTATION	
Weak	Crumbles or breaks with handling or light finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

PARTICLE SIZE, Ps	
Boulders	$P_s > 12"$
Cobbles	$3" < P_s \leq 12"$
Gravel	coarse $\frac{3}{4}" < P_s \leq 3"$
	fine $\frac{1}{4}" < P_s \leq \frac{3}{4}"$
Sand	coarse $\frac{1}{16}" < P_s \leq \frac{1}{8}"$
	medium $\frac{1}{64}" < P_s \leq \frac{1}{16}"$
	fine $\frac{1}{300}" < P_s \leq \frac{1}{64}"$
Fines	$P_s \leq \frac{1}{300}"$

PERCENT OF SOIL, Pp

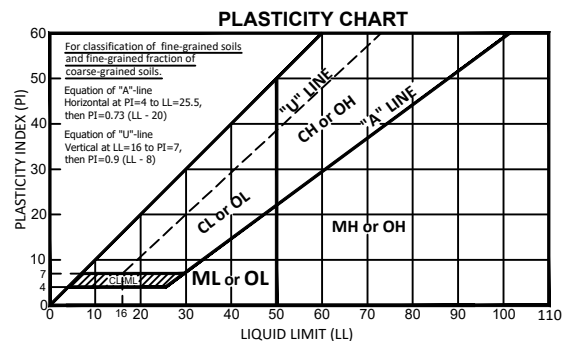
Trace	$P_p < 5\%$
Few	$5 \leq P_p \leq 15\%$
Little	$15 \leq P_p \leq 30\%$
Some	$30 \leq P_p \leq 50\%$
Mostly	$50 \leq P_p \leq 100\%$

SOIL SAMPLE TYPES

	Bulk Sample
	Grab Sample
	Standard Penetration Test (2.0" OD, 1.42" ID)
	California Modified Sampler (3.0" OD, 2.42" ID)
	Thin walled Shelby Tube (3.0" OD)
	Rock Core

GROUNDWATER SYMBOLS

	Water level during drilling
	Water level after drilling



APPARENT DENSITY OF COHESIONLESS SOIL	
	SPT (1.4" ID) N_{60}
Very Loose	< 5
Loose	5 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	> 50

Based on 60% energy ratio (ER). $N_{60} = N_{measured} * (ER/60)$

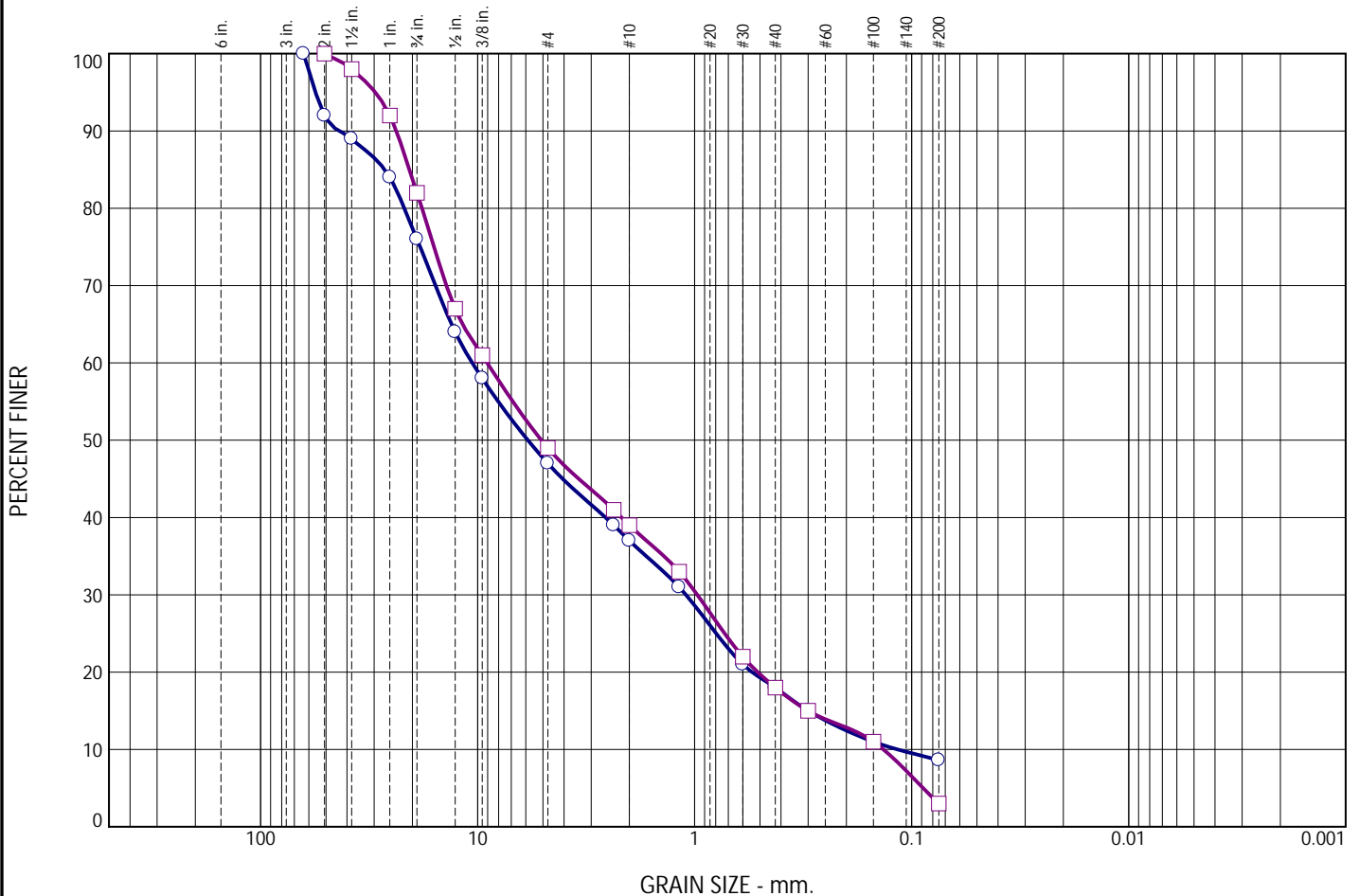
California Modified Sampler can be corrected to SPT by multiplying by 0.62

CONSISTENCY OF COHESIVE SOIL			
	SPT (1.4" ID) N_{60}	Unconfined Compressive Strength (psf)	Pocket Penetrometer (tsf)
Very Soft	0 - 1	< 500	< 0.25
Soft	2 - 4	500 - 1,000	0.25 - 0.5
Medium Stiff	5 - 8	1,000 - 2,000	0.5 - 1.0
Stiff	9 - 15	2,000 - 4,000	1.0 - 2.0
Very Stiff	16 - 30	4,000 - 8,000	2.0 - 4.0
Hard	31 - 60	8,000 - 16,000	> 4.0
Very Hard	> 60	> 16,000	

APPENDIX B



ASTM C117 & C136

[illegible]

Material Description	Test Date	USCS	NM
<input type="radio"/> poorly graded gravel with silt and sand <input type="checkbox"/> poorly graded gravel with sand		GP-GM GP	

Project No.	3630	Client:	CITY OF SPARKS
Project:	2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET		

☐ Source of Sample: C-24-01 & C-24-02 Sample Number: BASE
☐ Source of Sample: C-24-03,04, & 05 Sample Number: BASE

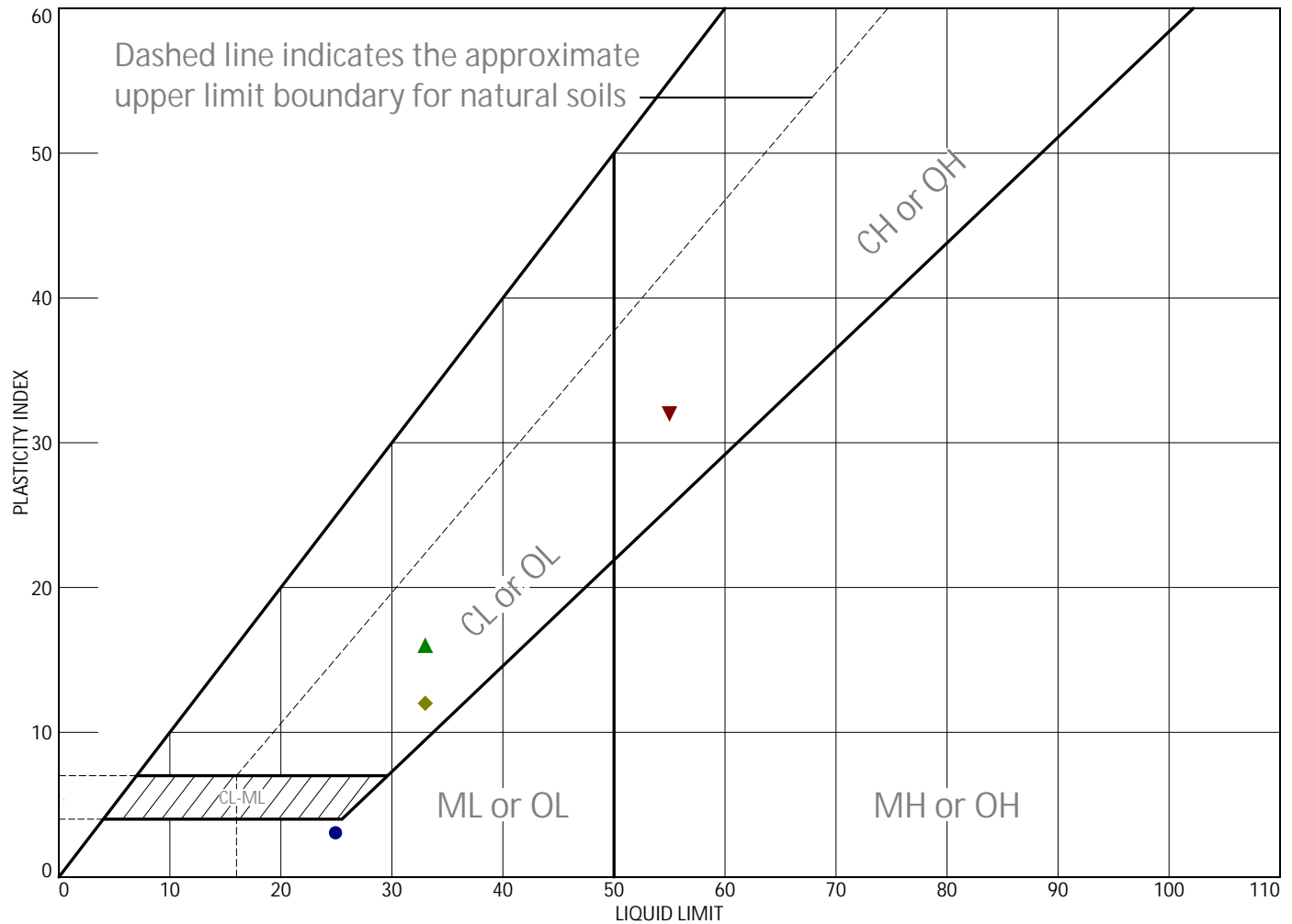
Remarks:

GP-GM
GP

CME CONSTRUCTION
MATERIALS
ENGINEERS, INC.

PLATE

LIQUID AND PLASTIC LIMITS TEST REPORT



	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	poorly graded gravel with silt and sand	25	22	3	18.0	8.6	GP-GM
■	poorly graded gravel with sand	NV	NP	NP	18.0	3.0	GP
▲	clayey sand with gravel	33	17	16	68.9	38.8	SC
◆	clayey sand with gravel	33	21	12	72.1	47.3	SC
▼	sandy fat clay	55	23	32	84.5	61.1	CH

Project No. 3630 Client: CITY OF SPARKS
 Project: 2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET

Remarks:

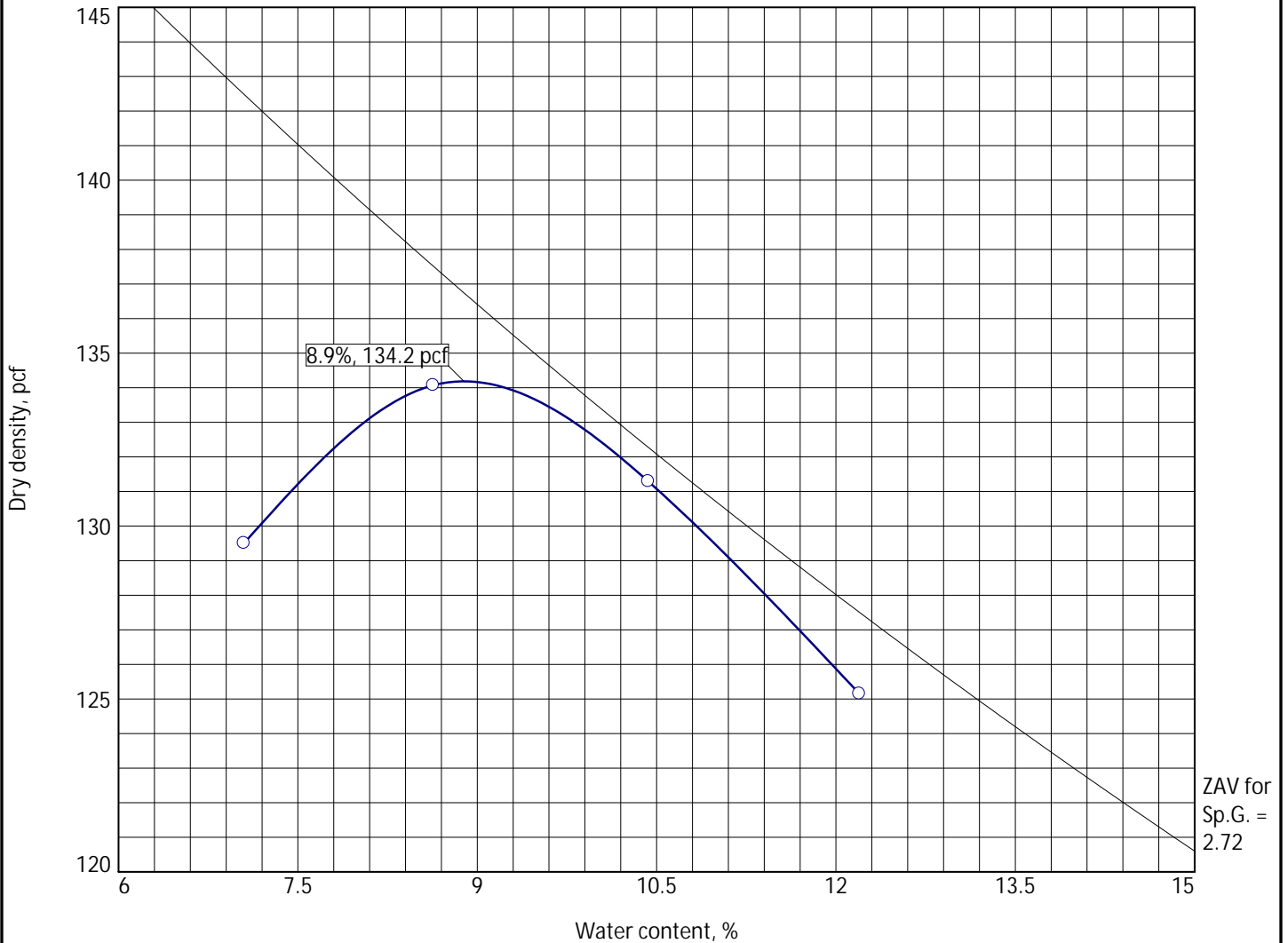
● Source of Sample: C-24-01 & C-24-02 Sample Number: BASE
 ■ Source of Sample: C-24-03,04, & 05 Sample Number: BASE
 ▲ Source of Sample: C-24-01 Sample Number: SUBGRADE
 ◆ Source of Sample: C-24-03 Sample Number: SUBGRADE
 ▼ Source of Sample: C-24-05 Sample Number: SUBGRADE

CME CONSTRUCTION
 MATERIALS
 ENGINEERS, INC.

PLATE

Tested By: V. GONZALEZ Checked By: S. SCHWEITZER

MOISTURE DENSITY CURVE for Curve No. 39438



Test specification: AASHTO T 99-22 Method A Standard

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
							53.0	

TEST RESULTS		MATERIAL DESCRIPTION	
Maximum dry density = 134.2 pcf Optimum moisture = 8.9 %		DARK BROWN SILTY SAND W/ GRAVEL	
Project No. 3630 Client: CITY OF SPARKS Project: 2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET Date: Source of Sample: C-24-01,02,03,04, & 05 Sample Number: BASE		Remarks: WITH 3% CEMENT	
<div><div>CME</div><div>CONSTRUCTION MATERIALS ENGINEERS, INC.</div></div>		PLATE	

Tested By: M. PONTONI Checked By: N. ANDERSON

SOIL-ADDITIVE UNCONFINED COMPRESSIVE STRENGTH TEST

CLIENT:	CITY OF SPARKS				JOB NO:	3630
PROJECT:	2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET				LOG IN NO.:	39438
SAMPLE LOCATION:	C-24-01, C-24-02, C-24-03, C-24-04, C-24-05				DATE:	12/10/2024
MATERIAL SOURCE:	100% AGGREGATE BASE				SAMPLED BY:	GP
AS RECEIVED USCS:					DATE COMPLETED	12/10/2024
MATERIAL DESCRIPTION:	COMPOSITE CTB				TESTED BY:	MP
MAX DENSITY METHOD:	D558	OPTIMUM MOISTURE (%):	8.9	MAXIMUM DRY DENSITY (pcf):	134.2	

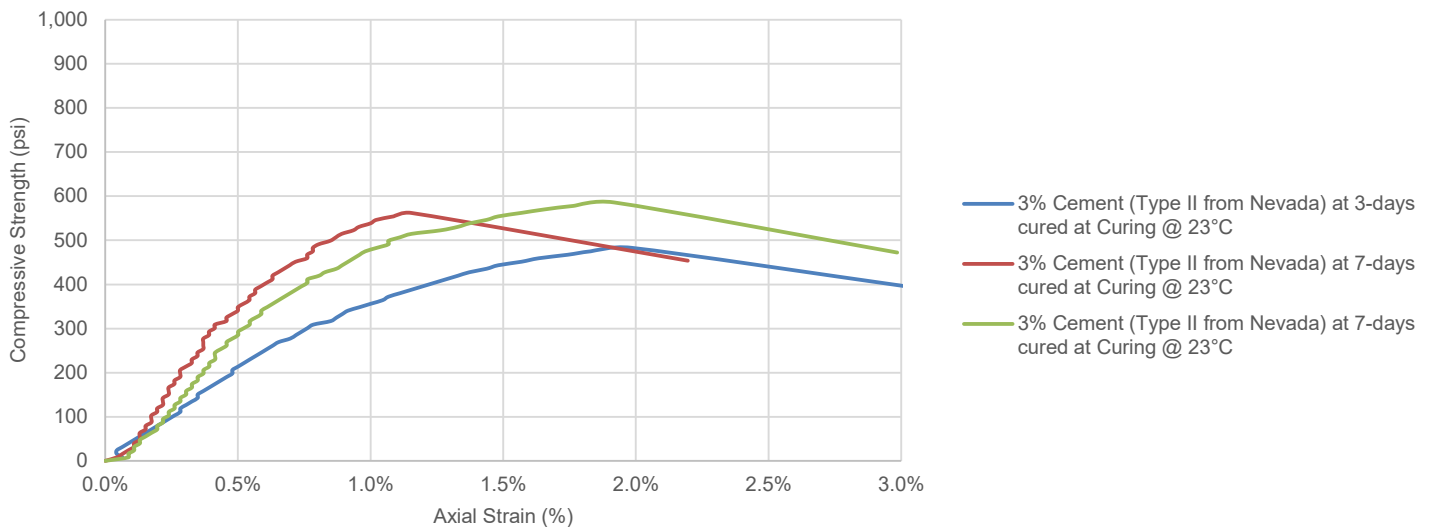
	Percent Additive by Dry Weight of Soil (%)				
	3%	3%	3%		
Additive	Cement	Cement	Cement		
Additive Type	Type II	Type II	Type II		
Additive Source	Nevada	Nevada	Nevada		
ASTM Standard	D1633	D1633	D1633		
Preparation Procedure	A	A	A		
Post Additive USCS Classification	-	-	-		
Mellow Period (hrs)	-	-	-		
Curing Duration (days)	3	7	7		
Curing Environment	Curing @ 23°C	Curing @ 23°C	Curing @ 23°C		
Initial Specimen Diameter (in)	4.01	4.01	4.01		
Initial Specimen Height (in)	4.59	4.60	4.59		
Initial Specimen Cross Sectional Area (in ²)	12.63	12.63	12.63		
Before Curing					
Moisture Content (%)	8.9	8.9	8.9		
Moist Unit Weight (pcf)	144.9	144.4	145.6		
Dry Unit Weight (pcf)	133.1	132.6	133.7		
Relative Compaction per D558 (%)	99.1	98.8	99.6		
After Curing					
Moisture Content (%)	8.5	8.5	8.7		
Moist Unit Weight (pcf)	144.4	143.9	145.3		
Dry Unit Weight (pcf)	133.1	132.6	133.7		
Stress-Strain Data					
Strain Rate (%/min)	0.05	0.05	0.05		
Change in Specimen Height at Failure (in)	0.091	0.053	0.088		
Strain at Failure (%)	2.0	1.2	1.9		
Failure Type	Brittle Failure	Brittle Failure	Brittle Failure		
Cross Sectional Area at Failure (in ²)	12.63	12.63	12.63		
Maximum Compressive Load (lbs)	6,098	7,099	7,400		
Unconfined Compressive Strength (psi)	483	562	586		
Curing Duration (days)	3	7	7		
Curing Environment	D1632	D1632	D1632		

SOIL-ADDITIVE UNCONFINED COMPRESSIVE STRENGTH TEST

CLIENT:	CITY OF SPARKS			JOB NO:	3630
PROJECT:	2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET			LOG IN NO.:	39438
SAMPLE LOCATION:	C-24-01, C-24-02, C-24-03, C-24-04, C-24-05			DATE:	12/10/2024
MATERIAL SOURCE:	100% AGGREGATE BASE			SAMPLED BY:	GP
AS RECEIVED USCS:				DATE COMPLETED	12/10/2024
MATERIAL DESCRIPTION:	COMPOSITE CTB			TESTED BY:	MP
MAX DENSITY METHOD:	D558	OPTIMUM MOISTURE (%):	8.9	MAXIMUM DRY DENSITY (pcf):	134.2

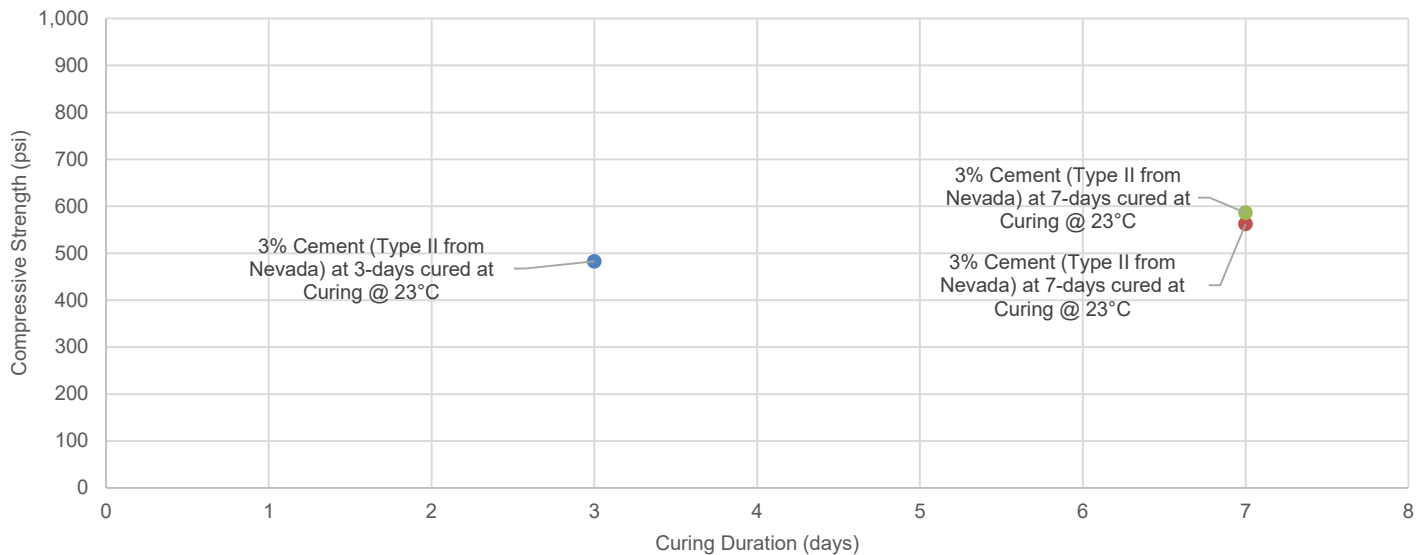
Stress-Strain Curves

Stress-Strain Curve



Stress Time Gain Curves

Stress Time Gain Curve



SOIL-ADDITIVE UNCONFINED COMPRESSIVE STRENGTH TEST

CLIENT:	CITY OF SPARKS				JOB NO:	3630
PROJECT:	2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET				LOG IN NO.:	39438
SAMPLE LOCATION:	C-24-01, C-24-02, C-24-03, C-24-04, C-24-05				DATE:	12/10/2024
MATERIAL SOURCE:	100% AGGREGATE BASE				SAMPLED BY:	GP
AS RECEIVED USCS:					DATE COMPLETED	12/10/2024
MATERIAL DESCRIPTION:	COMPOSITE CTB				TESTED BY:	MP
MAX DENSITY METHOD:	D558	OPTIMUM MOISTURE (%):	8.9	MAXIMUM DRY DENSITY (pcf):	134.2	

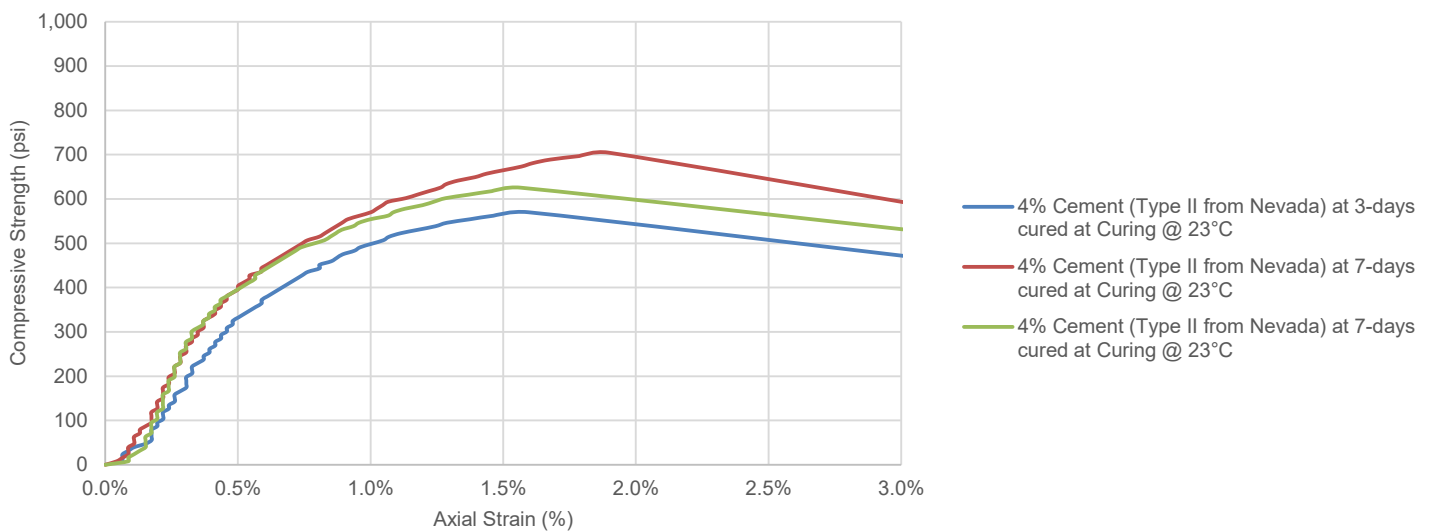
	Percent Additive by Dry Weight of Soil (%)				
	4%	4%	4%		
Additive	Cement	Cement	Cement		
Additive Type	Type II	Type II	Type II		
Additive Source	Nevada	Nevada	Nevada		
ASTM Standard	D1633	D1633	D1633		
Preparation Procedure	A	A	A		
Post Additive USCS Classification	-	-	-		
Mellow Period (hrs)	-	-	-		
Curing Duration (days)	3	7	7		
Curing Environment	Curing @ 23°C	Curing @ 23°C	Curing @ 23°C		
Initial Specimen Diameter (in)	4.01	4.01	4.01		
Initial Specimen Height (in)	4.58	4.59	4.60		
Initial Specimen Cross Sectional Area (in ²)	12.63	12.63	12.63		
Before Curing					
Moisture Content (%)	7.9	7.9	7.9		
Moist Unit Weight (pcf)	145.0	145.9	144.9		
Dry Unit Weight (pcf)	134.4	135.2	134.3		
Relative Compaction per D558 (%)	100.1	100.8	100.1		
After Curing					
Moisture Content (%)	8.3	8.3	8.6		
Moist Unit Weight (pcf)	145.5	146.4	145.8		
Dry Unit Weight (pcf)	134.4	135.2	134.3		
Stress-Strain Data					
Strain Rate (%/min)	0.05	0.05	0.05		
Change in Specimen Height at Failure (in)	0.073	0.087	0.072		
Strain at Failure (%)	1.6	1.9	1.6		
Failure Type	Brittle Failure	Brittle Failure	Brittle Failure		
Cross Sectional Area at Failure (in ²)	12.63	12.63	12.63		
Maximum Compressive Load (lbs)	7,197	8,898	7,897		
Unconfined Compressive Strength (psi)	570	705	625		
Curing Duration (days)	3	7	7		
Curing Environment	D1632	D1632	D1632		

SOIL-ADDITIVE UNCONFINED COMPRESSIVE STRENGTH TEST

CLIENT:	CITY OF SPARKS				JOB NO:	3630
PROJECT:	2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET				LOG IN NO.:	39438
SAMPLE LOCATION:	C-24-01, C-24-02, C-24-03, C-24-04, C-24-05				DATE:	12/10/2024
MATERIAL SOURCE:	100% AGGREGATE BASE				SAMPLED BY:	GP
AS RECEIVED USCS:					DATE COMPLETED	12/10/2024
MATERIAL DESCRIPTION:	COMPOSITE CTB				TESTED BY:	MP
MAX DENSITY METHOD:	D558	OPTIMUM MOISTURE (%):	8.9	MAXIMUM DRY DENSITY (pcf):	134.2	

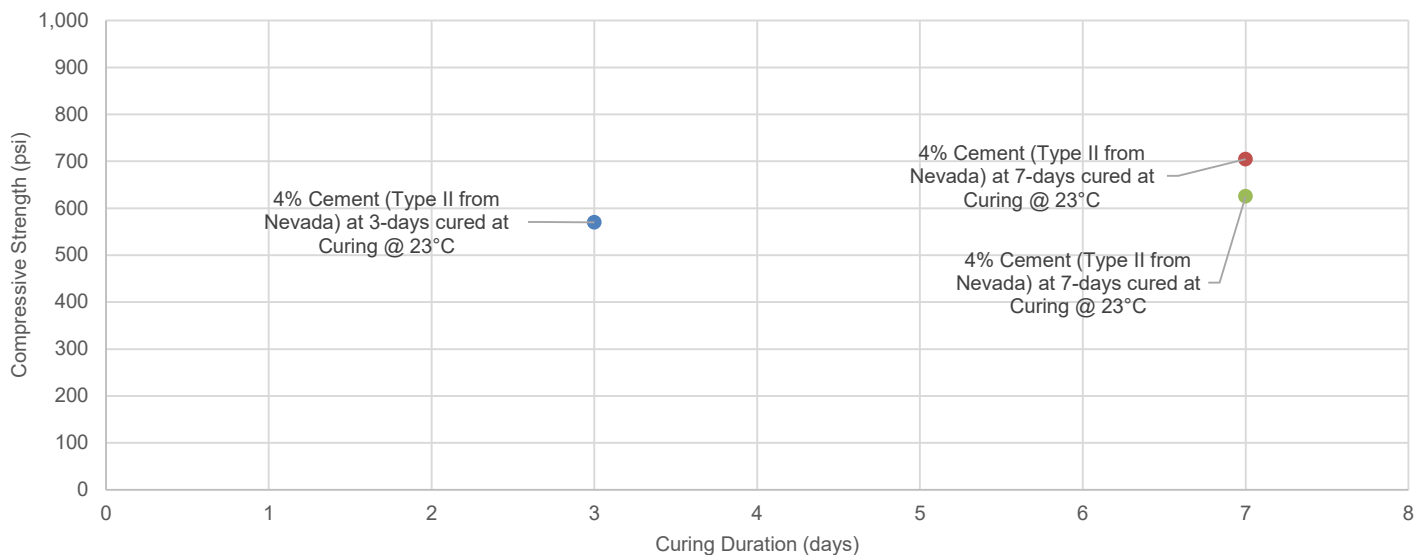
Stress-Strain Curves

Stress-Strain Curve



Stress Time Gain Curves

Stress Time Gain Curve



SOIL-ADDITIVE UNCONFINED COMPRESSIVE STRENGTH TEST

CLIENT:	CITY OF SPARKS				JOB NO:	3630
PROJECT:	2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET				LOG IN NO.:	39438
SAMPLE LOCATION:	C-24-01, C-24-02, C-24-03, C-24-04, C-24-05				DATE:	12/10/2024
MATERIAL SOURCE:	100% AGGREGATE BASE				SAMPLED BY:	GP
AS RECEIVED USCS:					DATE COMPLETED	12/10/2024
MATERIAL DESCRIPTION:	COMPOSITE CTB				TESTED BY:	MP
MAX DENSITY METHOD:	D558	OPTIMUM MOISTURE (%):	8.9	MAXIMUM DRY DENSITY (pcf):	134.2	

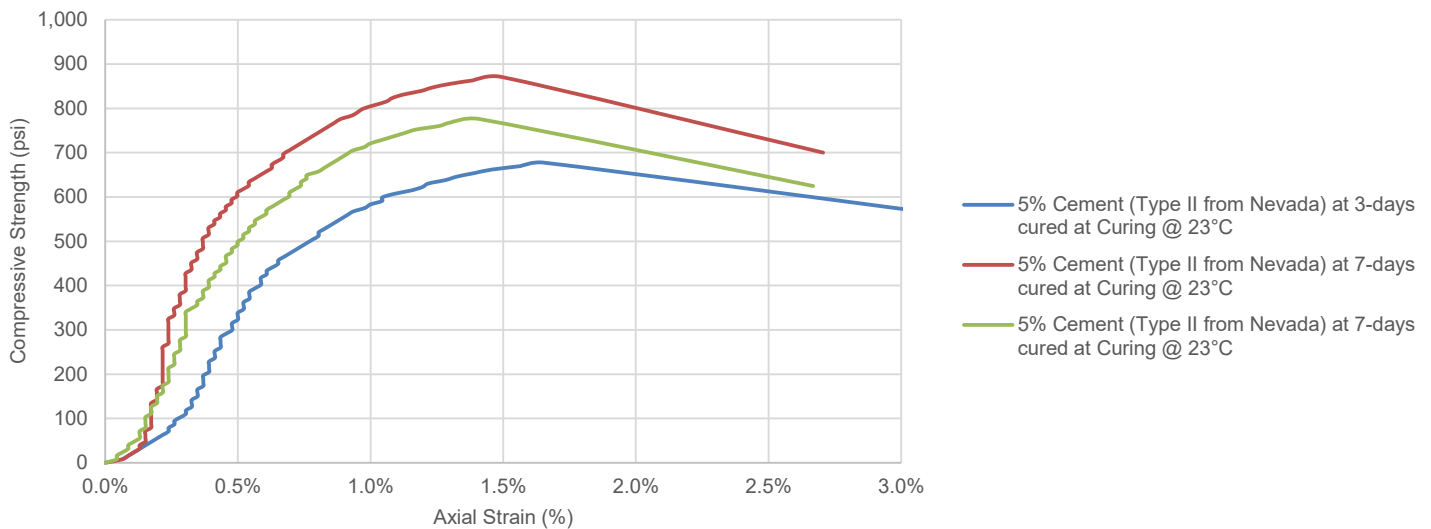
	Percent Additive by Dry Weight of Soil (%)				
	5%	5%	5%		
Additive	Cement	Cement	Cement		
Additive Type	Type II	Type II	Type II		
Additive Source	Nevada	Nevada	Nevada		
ASTM Standard	D1633	D1633	D1633		
Preparation Procedure	A	A	A		
Post Additive USCS Classification	-	-	-		
Mellow Period (hrs)	-	-	-		
Curing Duration (days)	3	7	7		
Curing Environment	Curing @ 23°C	Curing @ 23°C	Curing @ 23°C		
Initial Specimen Diameter (in)	4.02	4.01	4.01		
Initial Specimen Height (in)	4.60	4.62	4.61		
Initial Specimen Cross Sectional Area (in ²)	12.69	12.63	12.63		
Before Curing					
Moisture Content (%)	7.7	7.7	7.7		
Moist Unit Weight (pcf)	145.5	146.5	145.3		
Dry Unit Weight (pcf)	135.1	136.0	134.9		
Relative Compaction per D558 (%)	100.7	101.4	100.5		
After Curing					
Moisture Content (%)	8.2	8	8.5		
Moist Unit Weight (pcf)	146.2	146.9	146.4		
Dry Unit Weight (pcf)	135.1	136.0	134.9		
Stress-Strain Data					
Strain Rate (%/min)	0.05	0.05	0.05		
Change in Specimen Height at Failure (in)	0.076	0.069	0.065		
Strain at Failure (%)	1.7	1.5	1.4		
Failure Type	Brittle Failure	Brittle Failure	Brittle Failure		
Cross Sectional Area at Failure (in ²)	12.69	12.63	12.63		
Maximum Compressive Load (lbs)	8,597	10,996	9,799		
Unconfined Compressive Strength (psi)	677	871	776		
Curing Duration (days)	3	7	7		
Curing Environment	D1632	D1632	D1632		

SOIL-ADDITIVE UNCONFINED COMPRESSIVE STRENGTH TEST

CLIENT:	CITY OF SPARKS	JOB NO:	3630
PROJECT:	2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET	LOG IN NO.:	39438
SAMPLE LOCATION:	C-24-01, C-24-02, C-24-03, C-24-04, C-24-05	DATE:	12/10/2024
MATERIAL SOURCE:	100% AGGREGATE BASE	SAMPLED BY:	GP
AS RECEIVED USCS:		DATE COMPLETED	12/10/2024
MATERIAL DESCRIPTION:	COMPOSITE CTB	TESTED BY:	MP
MAX DENSITY METHOD:	D558	OPTIMUM MOISTURE (%):	8.9
		MAXIMUM DRY DENSITY (pcf):	134.2

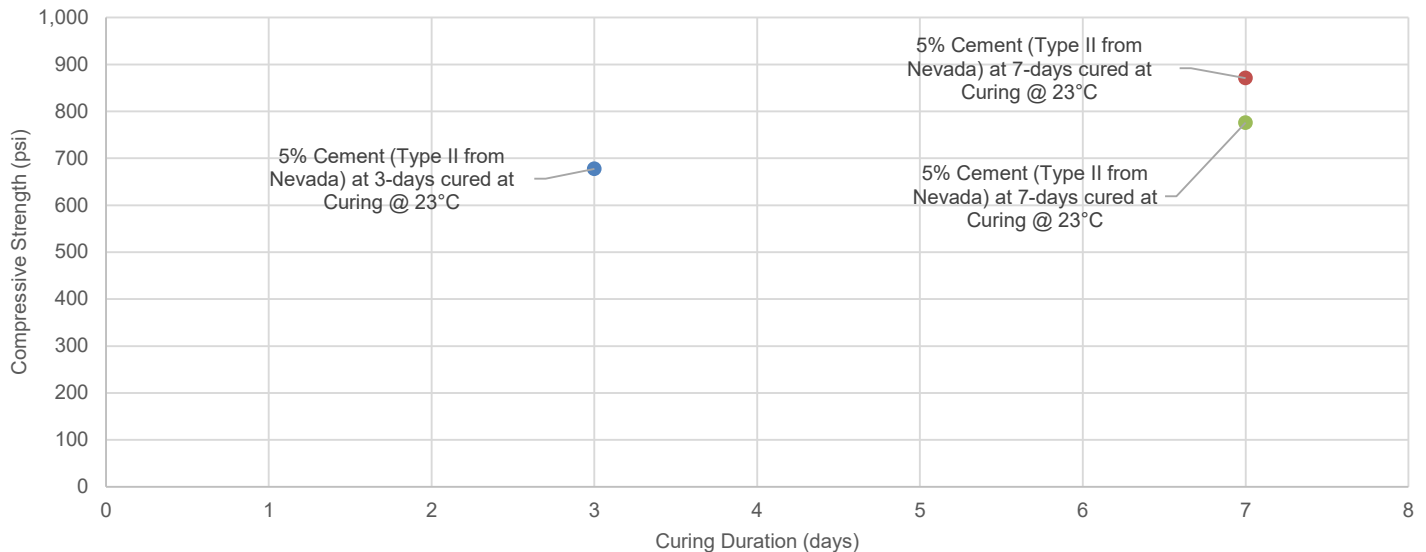
Stress-Strain Curves

Stress-Strain Curve

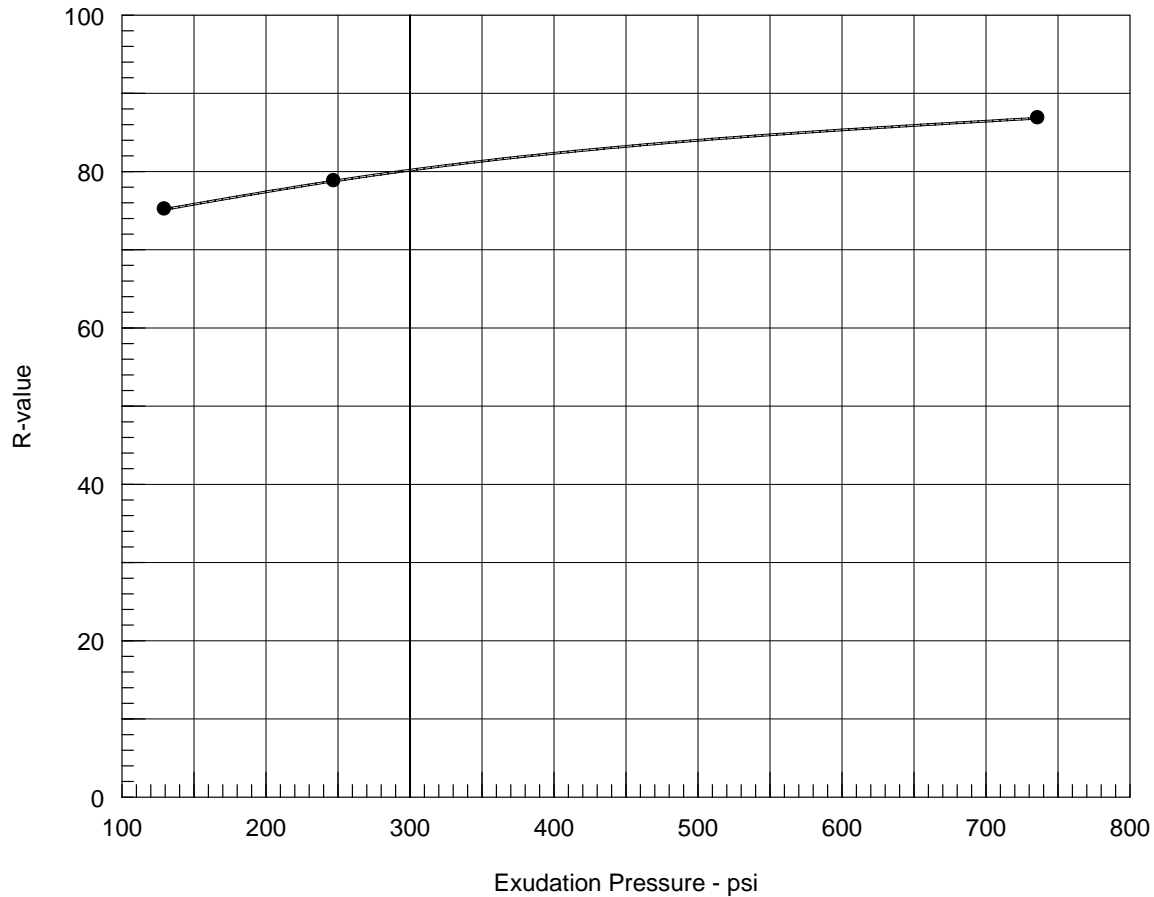


Stress Time Gain Curves

Stress Time Gain Curve



R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	200	130.4	8.6	0.00	13	2.45	736	87	87
2	150	126.4	10.6	0.00	23	2.50	130	75	75
3	175	127.6	9.7	0.00	20	2.50	247	79	79


Test Results	Material Description
R-value at 300 psi exudation pressure = 80	DARK BROWN SILTY SAND W/ GRAVEL
Project No.: 3630 Project: 2025 DRAINAGE AND ROADWAY REHABILITATION PROJECT - M STREET Source of Sample: C-24-01,02,03,04, & 05 Sample Number: BASE Date: 1/2/2025	Tested by: J. COLLETT Checked by: S. SCHWEITZER Remarks: RECEIVED ON 12/10/2024
	

Figure _____

Forms

(to be used following award of bid)

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



TITLE
BID # BIDNUMBER
PWP# PWPNUMBER

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

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;



-
- (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:



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



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

Endorsements

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

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

Electronic Data Liability

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

Railroad Protective Liability

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous



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

Additional Insured

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

Endorsements

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

Waiver of Subrogation.

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

Workers’ Compensation and Employer’s Liability

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

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

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

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



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

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

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

Minimum Limits of Insurance

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

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

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

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

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



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

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

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

ALL COVERAGES

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

DEDUCTIBLES AND RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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



VERIFICATION OF COVERAGE

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

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

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

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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



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

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

18. Liquidated Damages:

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

19. Material Breach of Contract:

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

20. Force Majeure:

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

21. Termination:

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



22. Assignment:

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

23. Entire Contract:

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

24. Severability:

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

25. Headings:

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

26. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word "person" or "entity" shall include corporation, firm, partnership, or any other combination or association.

The use of the title "Bidder", "Vendor", "Contractor" or "Consultant" within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

27. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.



THIS SPACE INTENTIONALLY LEFT BLANK



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 _____